

**BOARD OF COMMISSIONERS OF
NAMPA DEVELOPMENT CORPORATION**

RESOLUTION NO. 2013-04

**\$18,320,000
REVENUE ALLOCATION (TAX INCREMENT) BONDS, SERIES 2013
(LIBRARY SQUARE PROJECT)**

ADOPTED MARCH 20, 2013

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RESOLUTION NO. 2013-04

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NAMPA DEVELOPMENT CORPORATION, SPECIFYING AND ADOPTING A PLAN FOR THE DEVELOPMENT AND CONSTRUCTION OF A NEW LIBRARY, PUBLIC SQUARE, AND PUBLIC PARKING GARAGE TO SERVE RESIDENTS AND VISITORS OF THE CITY OF NAMPA, IDAHO TOGETHER WITH NECESSARY INFRASTRUCTURE WORK, SITE WORK, AND STREETScape IMPROVEMENTS (THE "PROJECT") TO BE LOCATED IN THE CITY OF NAMPA URBAN RENEWAL AREA; SPECIFYING THE ESTIMATED COST THEREOF; AUTHORIZING THE ISSUANCE AND SALE OF REVENUE ALLOCATION (TAX INCREMENT) BONDS, SERIES 2013 (LIBRARY SQUARE PROJECT), IN THE PRINCIPAL AMOUNT OF \$18,320,000 TO FINANCE THE CONSTRUCTION OF THE PROJECT IN ACCORDANCE WITH THE URBAN RENEWAL PLAN FOR THE CITY OF NAMPA URBAN RENEWAL AREA; PROVIDING FOR THE COLLECTION, HANDLING, AND DISPOSITION OF REVENUE ALLOCATION PROCEEDS; ESTABLISHING AND CONFIRMING CERTAIN FUNDS AND ACCOUNTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; AND PROVIDING FOR OTHER MATTERS RELATING TO THE AUTHORIZATION, ISSUANCE, SALE, AND PAYMENT OF THE SERIES 2013 BONDS; PROVIDING FOR AN EFFECTIVE DATE OF THIS RESOLUTION; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

NAMPA DEVELOPMENT CORPORATION

**REVENUE ALLOCATION (TAX INCREMENT) BONDS, SERIES 2013
(LIBRARY SQUARE PROJECT)
PRINCIPAL AMOUNT OF \$18,320,000**

WHEREAS, the Nampa Development Corporation (herein referred to as the "Agency"), an independent public body corporate and politic, formerly known as the Urban Renewal Agency of the City of Nampa, Idaho (the "City"), is an urban renewal agency created by and existing under the authority of the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20 of the Idaho Code, as amended (the "Law"), and possessing revenue allocation financing powers under the Local Economic Development Act, Title 50, Chapter 29, as amended (the "Act"); and

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WHEREAS, the City Council of the City (the “City Council”), after notice duly published, conducted a public hearing on November 29, 2006, on the Nampa Economic Development Redevelopment Plan (the “Plan”) for the City of Nampa Urban Renewal Project (the “Urban Renewal Project”); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3652 on December 18, 2006 approving the Plan, as amended, and making certain findings, which Plan was further amended on November 19, 2007 by Ordinance No. 3751, following appropriate public hearings and notices thereof; and

WHEREAS, the Board of Commissioners of the Agency (the “Board”) is authorized pursuant to the Law to issue bonds to finance “urban renewal projects” as defined in said Law; and

WHEREAS, the Plan allows the financing of urban renewal projects with revenue allocation funds pursuant to the Act; and

WHEREAS, the Agency desires to undertake the development and construction of a new library, public square, and public parking garage to serve residents and visitors of the City, together with necessary infrastructure work, site work, and streetscape improvements (the “Project”) to be located in the District; and

WHEREAS, the Agency has heretofore purchased certain land located in the Revenue Allocation Area (as hereinafter defined) commonly known as the Library Block or Pivot Block (the “Land”); and

WHEREAS, the Agency has determined that the Project is an “urban renewal project” under the Law and that financing the Project furthers the goals of the Plan, including among other goals, the re-planning, re-design and development of undeveloped and underdeveloped areas which are stagnant and improperly utilized, the strengthening of the economic base of the Urban Renewal Area and the community by the installation of public improvements and facilities to stimulate new commercial expansion, employment, and economic growth; and

WHEREAS, the Agency desires to enter into a Master Development Agreement (the “Development Agreement”) to be dated the date of Closing (as hereinafter defined) with KC Gardner Company, LC (the “Developer”) for the development of the Project, as well as the development of certain mixed use office and retail space (the “Private Project”); and

WHEREAS, the Agency has heretofore entered into a Design-Build Agreement with Developer dated January 16, 2013 (the “Design-Build Agreement”) relating to and providing for the design and construction of the Project; and

WHEREAS, the Agency desires to enter into a Disposition and Development Agreement to be dated the date of Closing (the “DDA”) with Developer relating to the disposition of a portion of the Land to Developer and development of the Private Project; and

WHEREAS, in accordance with the requirements of the Development Agreement, the Agency and Developer have agreed that the Land and the Project will be subject to a master

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development declaration providing for restrictions, easements, and common maintenance (the “Master Declaration”), to be recorded subsequent to the Closing; and

WHEREAS, in accordance with the requirements of the Development Agreement, the Agency and Developer have agreed to condominiumize a portion of the Private Project and the Public Parking Garage Project, as hereinafter defined, (collectively the “Condominium Project”) in the form of condominium declaration attached to the Development Agreement (the “Condominium Declaration”); and

WHEREAS, pursuant to the Act and the Law (collectively, the “URA Acts”), the Agency is authorized to issue bonds to carry out the purposes and various projects under the Plan and to enter into and carry out contracts or agreements in connection therewith; and at this time, the Agency desires to finance the Project and enter into the Development Documents (as described above and as hereinafter defined); and

WHEREAS, the Agency intends to enter into a Bond Purchase Agreement (the “Purchase Agreement”) with Municipal Capital Markets Group, Inc., as underwriter (the “Underwriter”) of the Agency’s Revenue Allocation (Tax Increment) Bonds, Series 2013 (Library Square Project) (the “Series 2013 Bonds”), in the form presented to the Board and attached to this Resolution as **Exhibit C**, the proceeds of which Series 2013 Bonds, together with a cash contribution of the Agency, will be used to (i) finance the Project; (iii) fund a debt service reserve account for the Series 2013 Bonds; and (iv) pay costs of issuing the Bonds; and

WHEREAS, the Agency desires to issue revenue bonds for the purpose of financing the Project; and

WHEREAS, the Agency intends to lease the Library (as hereinafter defined) to the City on the terms and conditions set forth in a Lease Agreement to be entered into between the City and the Agency (the “Lease Agreement”) to be dated effective following completion of the Library Project; and

WHEREAS, the Agency has received a Consultant’s Report showing that the Series 2013 Bonds may be issued as Additional Bonds (as such term is defined in the Prior Obligations Resolution) on parity with the Prior Obligations under the Prior Obligations Resolution, as such terms are hereinafter defined; and

WHEREAS, as required by Section 50-2012, Idaho Code, the Agency published notice of this meeting of the Board in the IDAHO PRESS-TRIBUNE on March 13, 2013, indicating the Agency’s intent to adopt this Resolution on March 20, 2013, and to issue and sell the Series 2013 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NAMPA DEVELOPMENT CORPORATION:

ARTICLE I

DEFINITIONS, FINDINGS, AND PURPOSE

Section 1.1 Definitions

For all purposes of the Resolution, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

Act means the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended.

Agency means the Nampa Development Corporation, an independent public body corporate and politic, formerly known as the Urban Renewal Agency of the City of Nampa, Idaho, an urban renewal agency created by and existing under the authority of the Law and possessing revenue allocation financing powers under the Act.

Amendment means the Amendment to Agreement for the Sale and Purchase of Real Property dated March 13, 2013.

Assessment Roll means the assessment roll used in connection with the taxation of the District by the taxing agencies, as such roll is equalized as provided by the law of the State of Idaho.

Authorized Officer of the Agency shall mean the Chair of the Board, or a representative designated by the Board.

Base Year means 2006.

Beneficial Owner(s) shall mean the Registered Owner or Owners of Series 2013 Bonds whose ownership is recorded in the Bond Register held by the Trustee.

Board shall mean the Board of Commissioners of the Agency.

Bond Fund shall mean the fund referred to in Section 5.2 of this Bond Resolution, consisting of two accounts: (1) Debt Service Account and (2) Debt Service Reserve Account.

Bond Purchase Agreement shall mean the Bond Purchase Agreement between the Board and Underwriter, pursuant to which the Series 2013 Bonds are sold as authorized by Section 3.2 of this Bond Resolution, substantially in the form as set forth in **Exhibit C** hereto.

Bond Register shall mean the registration records of the Agency, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the Series 2013 Bonds.

Bond Resolution or Resolution shall mean this Bond Resolution adopted by the Board on March 20, 2013, providing for the issuance of its Series 2013 Bonds.

Bond Year means the twelve-month period beginning September 2 and ending on the following September 1, provided that the first Bond Year shall commence on the date of issuance

of the Series 2013 Bonds and end on the next September 1, and the last Bond Year shall terminate upon retirement of the Series 2013 Bonds.

Bonds shall mean the Series 2013 Bonds.

Business Day shall mean a day, other than Saturday or Sunday, on which banks located in the state of Idaho, or in the city where the principal corporate trust office of the Trustee is located, are open for the purpose of conducting commercial banking business.

Cede shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC.

Chair shall mean the Chair of the Board.

City shall mean the City of Nampa, Canyon County, Idaho.

City Council shall mean the City Council of the City.

Closing shall mean the date of issuance and delivery of the Series 2013 Bonds.

Code shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.

Condominium Declaration shall mean the Declaration of Covenants, Conditions and Restrictions for Library Square Condominiums, a form of which is attached to the Development Agreement, to be recorded in the records of Canyon County, Idaho, to which the Condominium Project shall be bound.

Condominium Project shall mean the Office Building and the Public Parking Garage Project, which the Agency and Developer have agreed to condominiumize.

Construction Fund shall mean the special account created by Section 5.2 of this Bond Resolution, from which the Costs of Issuance and Costs of Construction of the Project shall be paid.

Construction Proceeds means the portion of the proceeds of Series 2013 Bonds deposited into the Project Account(s) in the Construction Fund for purposes of constructing the Project.

Costs of Construction, with respect to the Project, shall include together with any other proper item of cost not specifically mentioned herein, the cost of demolition, the costs of construction of the Project and the financing thereof, including the cost, whether incurred by the Agency or another, of field surveys and advance planning undertaken in connection with the Project, and the cost of acquisition of any land or interest therein required as the sites thereof or for use in connection therewith, the cost of preparation of the sites thereof and of any land to be used in connection therewith, the cost of any indemnity and surety bonds and insurance premiums, if applicable, allocable administrative and general expenses of the Agency, allocable portions of inspection expenses, financing charges, legal fees, and fees and expenses of financial advisors and consultants in connection therewith, cost of audits, the cost of all machinery, apparatus and equipment, cost of engineering, the cost of utilities, architectural services, design, plans, specifications and surveys, estimates of cost, the payment of any notes of the Agency (including any interest and redemption premiums) issued to temporarily finance the payment of

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any item or items of cost of the Project and payable from the proceeds of the Bonds, and all other expenses necessary or incident to determining the feasibility or practicability of the Project, and such other expenses not specified herein as may be necessary or incident to the construction of the Project, the financing thereof and the placing of the same in use and operation.

Consultant's Report shall mean a report signed by an independent financial consultant or an independent redevelopment consultant, as may be appropriate to the subject of the report, and including:

- (1) a statement that the person or firm making or giving such report has read the pertinent provisions of this Bond Resolution to which such report relates;
- (2) a brief statement as to the nature and scope of the examination or investigation upon which the report is based;
- (3) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said independent financial consultant or independent redevelopment consultant to express an informed opinion with respect to the subject matter referred to in the report.

Continuing Disclosure Agreement shall mean that certain Continuing Disclosure Agreement between the Agency and the Trustee dated the date of issuance and delivery of the Series 2013 Bonds as originally executed and as it may be amended from time to time in accordance with the terms hereof.

Cost(s) of Issuance shall mean printing, rating agency fees, legal fees, underwriting fees, fees and expenses of the Trustee, bond insurance premiums, if any, and all other fees, charges, and expenses with respect to or incurred in connection with the issuance, sale, and delivery of the Bonds.

County shall mean Canyon County, Idaho.

Covenants shall mean the Master Declaration, the Condominium Declaration, and any other covenants, easements, rights and restrictions contained in any common area maintenance agreement, declaration of covenants, conditions and restrictions, REA or similar document(s) which may be filed of record in the real property records of Canyon County, Idaho and which will encumber some or all of the Land.

DDA means the Disposition and Development Agreement to be dated the date of Closing between Developer and Agency relating to the disposition of a portion of the Land to Developer and development of the Private Project.

Debt Service for any period shall mean, as of any date of calculation, an amount equal to the interest accruing and any payment of principal, including redemption price, during such period on the Series 2013 Bonds, including the Prior Obligations. Such Debt Service of the Series 2013 Bonds and the Prior Obligations shall be calculated on the assumption that no portion of the Series 2013 Bonds and the Prior Obligations Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of principal on the Series 2013 Bonds or the Prior Obligations on the due date thereof.

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Debt Service Account shall mean the account of that name created within the Bond Fund by Section 5.2 of this Bond Resolution.

Debt Service Reserve Account shall mean the account of that name referred to in Section 5.2 of this Bond Resolution.

Design-Build Agreement shall mean the Design Build Agreement between Agency and Developer dated as January 16, 2013 relating to the design and construction of the Project.

Developer shall mean KC Gardner Company, LC, a Utah limited liability company.

Development Agreement shall mean the Master Development Agreement between Agency and Developer to be dated the date of Closing, relating to the development of the Project and the Private Project.

Development Documents shall mean the Development Agreement, the Design-Build Agreement, the DDA, the Master Declaration and the Condominium Declaration.

District means the City of Nampa Urban Renewal Area designated by the City as a revenue allocation area under the Plan.

DTC shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

Event of Default shall mean one or more of the events enumerated in Section 11.1 of this Bond Resolution.

Facilities shall mean the Land and the Project.

Fiscal Year shall mean the annual accounting period of the Agency, beginning October 1 in a year and ending September 30 of the following year.

Garage Parcel shall mean that portion of the Land identified as Parcel 3 on the Preliminary Parcel Map attached hereto as **Exhibit A**, on which the Public Parking Garage Project shall be constructed.

Investment Securities shall mean and include any securities that are legal investments under Section 67-1210, Idaho Code, including:

A. Direct obligations of, and obligations fully and unconditionally guaranteed as to timely payment by, the United States government and any agency, instrumentality, or establishment of the United States government ("Government Securities");

B. Commercial paper having, at the time of investment or contractual commitment to invest therein, a rating from Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Ratings Services ("S&P"), of A1 and P1, respectively;

C. Repurchase and reverse repurchase agreements collateralized with Government Securities, including those of the Trustee or any of its affiliates;

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D. Investment in money market mutual funds having a rating in the highest investment category granted thereby from S&P or Moody's, including, without limitation any mutual fund for which the Trustee or an affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Bond Resolution which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Bond Resolution may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee; and

E. Demand deposits, including interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, and certificates of deposit, including those placed by a third party pursuant to an agreement between the Trustee and the Agency, or bankers acceptances of depository institutions, including the Trustee or any of its affiliates, rated in the AA long-term ratings category or higher by S&P or Moody's or which are fully FDIC-insured.

Land shall mean the land owned by the Agency on which the Project shall be located, as more particularly described on **Exhibit B**, attached hereto.

Law means the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended.

Library shall mean the public library to serve residents and visitors of the City to be located on the Library Parcel, and financed with the Construction Proceeds of the Bonds.

Library Project shall mean the development and construction of a new public library to serve residents and visitors of the City to be located on the Library Parcel, financed with the Construction Proceeds of the Bonds.

Library Parcel shall mean that portion of the Land identified as Parcel 1 on the Preliminary Parcel Map attached hereto as **Exhibit A**, on which the Library and Public Square shall be constructed.

Mandatory Redemption Amount(s) shall mean the mandatory deposits (i) so established for the Series 2013 Bonds pursuant to Section 4.1B of this Bond Resolution. The portion of any Mandatory Redemption Amount remaining after the deduction of any amounts credited pursuant to Section 4.3D (or the original amount of any such Mandatory Redemption Amount if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Mandatory Redemption Amount for the purpose of calculation of Mandatory Redemption Amounts due on a future date.

Master Declaration shall mean the Master Declaration of Restrictions, Grant of Easements and Common Area Maintenance Agreement providing for restrictions, easements, and common maintenance of the Project and the Private Project, to be recorded subsequent to Closing.

Maximum Annual Debt Service shall mean an amount equal to the greatest annual Debt Service with respect to the Series 2013 Bonds, including the Prior Obligations, for the current or

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any future year. With respect to any term bonds, the payment of which is provided for by mandatory schedule of sinking fund deposits into the Bond Fund, the words “greatest annual Debt Service” shall be deemed to exclude from principal the term bond maturity payment, and from interest, the interest on such term bonds subsequent to the date of each respective mandatory sinking fund deposit, and to include in lieu thereof the mandatory sinking fund deposits as of the date required and interest on term bonds provided for by such deposits only to the dates of the respective deposits.

Net Bond Proceeds, when used with reference to the Bonds, shall mean the aggregate principal amount of the Bonds, less the Costs of Issuance.

Net Parking Revenues shall mean revenues derived by the Agency from the Public Parking Garage Project less Operation and Maintenance Expenses required to operate and maintain the Public Parking Garage Project.

Net Proceeds when used with respect to any insurance proceeds or any condemnation proceeds means the gross proceeds from such insurance proceeds or condemnation proceeds, less all expenses (including reasonable attorneys fees and any extraordinary fees and expenses of the Agency, Trustee, or Underwriter) incurred in the realization thereof.

Office Building shall mean that portion of the Private Project consisting of the development of mixed use office and retail space, located on the Office Parcel, which comprises three units of the Condominium Project.

Office Parcel shall mean that portion of the Land identified as Parcel 2 on the Preliminary Parcel Map attached hereto as **Exhibit A**, on which the Office Building shall be constructed.

Operation and Maintenance Expenses, with respect to the Project, shall mean all actual operation and maintenance expenses incurred by the Agency in any particular Fiscal Year or period to which said term is applicable or charges made therefor during such Fiscal Year or period.

Outstanding, when used with reference to the Bonds or the Prior Obligations, as of any particular date, shall mean the Bonds or the Prior Obligations which have been issued, sold and delivered under this Bond Resolution or the Prior Obligations Resolution, except (i) the Bonds or Prior Obligations (or portion thereof) cancelled because of payment or redemption prior to their stated date of maturity, and (ii) the Bonds or Prior Obligations (or portion thereof) for the payment or redemption of which there has been separately set aside and held money for the payment thereof.

Parking Revenue Fund shall mean the Parking Revenue Fund established by Section 5.2 of this Bond Resolution.

Participants shall mean those broker-dealers, banks, and other financial institutions from time to time for which DTC holds Bonds as securities depository.

Payment Date shall mean the date upon which a payment of Debt Service on the Series 2013 Bonds shall be due and payable.

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Paying Agent shall mean the Trustee and any successor paying agents for the Series 2013 Bonds and the duties of such Paying Agent shall include those of registrar, authenticating agent, transfer agent and paying agent for the Series 2013 Bonds.

Plan shall mean the Nampa Economic Development/Redevelopment Plan adopted and approved by the City and the Agency, pursuant to the URA Acts and City Ordinance No. 3652 approved December 18, 2006, as amended by City Ordinance No. 3751 on November 19, 2007, and as amended and supplemented thereafter.

Pledged Revenues shall mean, for each Fiscal Year, the Revenue Allocation Revenues, the Net Parking Revenues and the investment earnings on money held in the Revenue Allocation Fund, Parking Revenue Fund, Construction Fund, Debt Service Reserve Account and Bond Fund.

Principal Installment shall mean, as of any date of calculation and with respect to any Bonds then Outstanding, (A) the principal amount of bonds due on a certain future date for which no Mandatory Redemption Amounts have been established, or (B) the unsatisfied balance (determined as provided in the definition of Mandatory Redemption Amount in this section) of any Mandatory Redemption Amount due on a certain future date for such bonds, plus the amount of the mandatory redemption premiums, if any, which would be applicable upon redemption of such bonds on such future date in a principal amount equal to such unsatisfied balance of such Mandatory Redemption Amount, or (C) if such future dates coincide as to different bonds, the sum of such principal amount of the bonds and of such unsatisfied balance of such Mandatory Redemption Amount due on such future date plus such applicable redemption premiums.

Prior Obligations Resolution means the Agency's Bond Resolution 2010-1 adopted June 2, 2010.

Prior Obligations shall mean the Agency's Revenue Allocation Bonds, Series 2010.

Private Person shall mean any natural person engaged in a trade or business, the United States of America or any agency thereof, or any trust, estate, partnership, association, company or corporation. A state or local governmental unit is not a private person.

Private Person Use shall mean the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial expenses.

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Private Project shall mean the development of mixed use office and retail space, comprising the Office Building and Retail Building, as further described in the Development Agreement and the DDA, financed with funds of the Developer.

Project shall mean the acquisition, development, and construction of a new library, public square, and public parking garage to serve residents and visitors of the City, together with necessary infrastructure work, site work, and streetscape improvements.

Project Account shall mean an account established by the Trustee within the Construction Fund for the Project or portions thereof.

Public Parking Garage shall mean the public parking garage consisting of at least three hundred (300) public parking spaces to serve the residents and visitors of the City, located on the Garage Parcel and financed with the Construction Proceeds of the Bonds

Public Parking Garage Project shall mean the development and construction of a public parking garage consisting of at least three hundred (300) public parking spaces to serve the residents and visitors of the City, to be located on the Garage Parcel, financed with the Construction Proceeds of the Bonds.

Public Square shall mean that portion of the Project consisting of a public plaza for use of citizens and visitors of the City, to be located on the Library Parcel.

Rebate Fund means the fund by that name established by Section 5.2 of the Resolution.

Record Date shall mean the close of business on the fifteenth day of the month preceding the interest payment date, and if not a Business Day for the Trustee, the next preceding day that is a Business Day for the Trustee, as provided in Section 3.5 of the Resolution.

Registered Owner or Owner(s) shall mean the person or persons in whose name or names the Series 2013 Bonds shall be registered in the Bond Register maintained by the Trustee in accordance with the terms of this Bond Resolution.

Registrar shall mean the Trustee and any successor registrar for the Series 2013 Bonds and the duties of such Registrar shall include those of registrar, authenticating agent, transfer agent and paying agent for the Series 2013 Bonds.

Replacement Bonds shall mean the Series 2013 Bonds described as such in Section 3.7.

Reserve Account Requirement shall mean an amount equal to the lesser of (i) Maximum Annual Debt Service with respect to the Series 2013 Bonds, including the Prior Obligations, (ii) 125% of average annual Debt Service on all Series 2013 Bonds Outstanding, including the Prior Obligations, or (iii) 10% of the aggregate principal amount of the Series 2013 Bonds secured by the Debt Service Reserve Account hereafter issued upon original issuance thereof, including the aggregate principal amount of the Outstanding Prior Obligations (but not taking into account any series of bonds which has been paid in full or provision for which payment in full has been made pursuant to Article XII hereof).

Retail Building shall mean that portion of the Private Project consisting of the development of retail space, located on the Retail Parcel.

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Retail Parcel shall mean that portion of the Land identified as Parcel 4 on the Preliminary Parcel Map attached hereto as **Exhibit A**, on which the Retail Building shall be constructed.

Revenue Allocation Area shall mean the expanded area so designated under the Plan as amended and such additional area as may be added by the Agency and approved by the City in accordance with the URA Acts.

Revenue Allocation Fund shall mean the Revenue Allocation Fund established by Section 5.2 of this Bond Resolution.

Revenue Allocation Revenues shall mean the incremental tax revenues received by the Agency from the Revenue Allocation Area pursuant to the URA Acts, as provided in the Plan, less any such revenues to be rebated back to a school district under the terms of such Plan.

Secretary means the secretary of the Board.

Series 2013 Bonds shall mean the Revenue Allocation (Tax Increment) Bonds, Series 2013 (Library Square Project), herein authorized to be issued, sold, and delivered in the aggregate principal amount of \$18,320,000, to finance the Project.

Subordinate Agreement means the Agreement for the Sale and Purchase of Real Property dated February 17, 2009 between the City and the Agency, as amended by the Amendment, and as may be further amended or supplemented hereafter.

Trustee and Paying Agent shall mean The Bank of New York Mellon Trust Company, N.A., or its successors in functions as now or hereafter designated, which shall also act as bond registrar, authenticating agent, paying agent, and transfer agent with respect to the Series 2013 Bonds.

Underwriter shall mean Municipal Capital Markets Group, as underwriter for the Series 2013 Bonds.

URA Acts shall mean collectively the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as the same shall be amended from time to time.

Urban Renewal Project shall mean the City of Nampa Urban Renewal Project.

Written Certificate of the Agency means an instrument in writing signed on behalf of the Agency by a duly Authorized Officer thereof. Every Written Certificate of the Agency, and every certificate or opinion of counsel, consultants, accountants or engineers provided for herein shall include: (A) a statement that the person making such certificate, request, statement or opinion has read the pertinent provisions of the Bond Resolution to which such certificate, request, statement or opinion relates; (B) a brief statement as to the nature and scope of the examination or investigation upon which the certificate, request, statement or opinion is based; (C) a statement that, in the opinion of such person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion with respect to the subject matter referred to in the instrument to which his or her signature is affixed; and (D)

with respect to any statement relating to compliance with any provision hereof, a statement whether or not, in the opinion of such person, such provision has been complied with.

Section 1.2 Authority for the Resolution

The Resolution is adopted pursuant to the provisions of the URA Acts.

Section 1.3 Resolution to Constitute a Contract; Equal Security

In consideration of the acceptance of the Series 2013 Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, the Resolution shall be deemed to be and shall constitute a contract between the Agency and the Registered Owners from time to time of the Series 2013 Bonds, and the pledge made in the Resolution by the Agency and the covenants and agreements set forth in the Resolution to be performed by the Agency shall be for the equal and proportionate benefit, security and protection of all Registered Owners of the Series 2013 Bonds, subject to the parity lien of the Prior Obligations, without preference, priority or distinction as to security or otherwise of any of the Series 2013 Bonds authorized hereunder over any of the others by reason of time of issuance, sale or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by the Resolution.

ARTICLE II

THE PROJECT

Section 2.1 Project Description. The Project shall consist of the development and construction of a new library, public square and public parking garage to serve residents and visitors of the City, together with necessary infrastructure work, site work, and streetscape improvements. The Agency hereby authorizes and directs the appropriate officers and agents of the Agency to take such actions as may be necessary to cause the Project to be constructed and to incur Costs of Construction of the Project, consistent with the terms of this Bond Resolution and the Plan.

Section 2.2 Cost of the Project. The total cost of the Project is estimated to be approximately \$18,126,868, which shall be paid from the proceeds of the Bonds, together with funds from the Agency in an amount of approximately \$1,600,000.

ARTICLE III

AUTHORIZATION; TERMS AND PROVISIONS OF SERIES 2013 BONDS

Section 3.1 Authorization of Series 2013 Bonds

There Agency hereby authorizes the issuance of its revenue bonds to be designated as "Revenue Allocation (Tax Increment) Bonds, Series 2013 (Library Square Project)." The Series 2013 Bonds shall be issued as serial bonds and term bonds, shall be dated April 23, 2013, shall be in the aggregate principal amount of \$18,320,000, shall be issued in fully registered form in integral multiples of \$5,000 (provided that no single Series 2013 Bond shall represent more than one maturity), and shall mature on September 1 in the years 2013 through 2031.

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The Series 2013 Bonds shall bear interest payable commencing September 1, 2013, and semiannually thereafter on each March 1 and September 1 until their respective dates of maturity, prior redemption, or until paid. The Series 2013 Bonds shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, at the rates set forth below until the principal amount has been paid, and shall mature on September 1 in the following years and principal amounts:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate %</u>
2013	\$995,000	2.4%
2014	690,000	2.4%
2015	715,000	2.4%
2016	685,000	2.4%
2017	700,000	2.4%
2018	1,000,000	2.4%
2019	1,025,000	3.3%
2020	965,000	3.3%
2021	995,000	3.5%
2022	595,000	3.5%
2023	615,000	4.0%
2024	590,000	4.0%
2025	620,000	4.4%
2026	645,000	4.4%
2027	675,000	4.6%
2028	610,000	4.6%
2031*	6,200,000	5.0%

*Term bonds, final maturity.

Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2013 Bonds shall be numbered separately in the manner and with any additional designation as the Trustee shall deem necessary for purposes of identification. After execution, as hereinafter provided, by the proper officials of the Board, the Series 2013 Bonds shall be authenticated by the Trustee.

Section 3.2 Sale of Series 2013 Bonds

The Series 2013 Bonds authorized to be issued herein are hereby sold to the Underwriter on the terms and conditions set forth in the Bond Purchase Agreement. To evidence the acceptance of the Bond Purchase Agreement, the Chair or Vice Chair of the Board of the Agency is hereby authorized to execute and deliver, and the Secretary or other Board member to attest, the Bond Purchase Agreement in the form presented at this meeting.

Section 3.3 Delivery of Series 2013 Bonds

The Series 2013 Bonds shall be delivered to the Underwriter upon compliance with the provisions of Section 3.6 of the Resolution, at such time and place as provided in, and subject to, the provisions of the Bond Purchase Agreement.

A. Form of Series 2013 Bond

The Series 2013 Bonds shall be issued in the form of bond attached hereto as **Exhibit D**.

Section 3.4 Initial Application of Proceeds of Series 2013 Bonds

Upon Closing, the Trustee shall deposit proceeds of the Series 2013 Bonds as follows:

A. Construction Fund. The Construction Proceeds and an amount equal to the amount necessary to pay Costs of Issuance shall be deposited into the Construction Fund held by the Trustee.

B. Debt Service Reserve Account. An amount equal to the amount necessary to fund the Debt Service Reserve Account in an amount equal to the Reserve Account Requirement shall be deposited into the Debt Service Reserve Account held by the Trustee.

Section 3.5 Terms of Series 2013 Bonds

A. Payment of Series 2013 Bonds The principal of and interest on, and the redemption price of Series 2013 Bonds authorized by this Resolution shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee or of any paying agent at the option of a Registered Owner. Payment of interest on any fully registered Bond shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof as of the close of business on the Record Date at his address as it appears on the registration books of the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner.

B. Registered. The Series 2013 Bonds shall be issued only in fully registered form without coupons in authorized denominations.

C. Findings and Determination of Board. From and after the issuance of the Series 2013 Bonds, the findings and determinations of the Board respecting the Series 2013 Bonds shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of the Series 2013 Bonds is at issue, and no bona fide purchaser of the Series 2013 Bonds shall be required to see to the existence of any fact or to the performance of any condition or to the taking of any proceeding required prior to such issuance, or to the application of the purchase price paid for the Series 2013 Bonds. The validity of the issuance of any series of the Series 2013 Bonds shall not be dependent on or affected in any way by (a) any proceedings taken by the Agency for the planning, acquisition, construction, reconstruction, modification or improvement of the Project, or (b) any contracts made by the Agency in connection therewith, or (c) the failure to complete the planning, acquisition, construction, reconstruction, modification or improvement of the Project. The recital contained in the Series 2013 Bonds that the same are issued pursuant to the URA Acts shall be conclusive evidence of their validity and of the regularity of their issuance and all the Series 2013 Bonds shall be incontestable from and after their issuance. Series 2013 Bonds shall be deemed to be issued, within the meaning of the Resolution, whenever the definitive Series 2013 Bonds, or any temporary Series 2013 Bonds exchangeable therefor, have been delivered to the purchasers thereof, and the purchase price thereof received, or in the case of Series 2013 Bonds to be refunded through exchange, whenever such exchange has been made.

Section 3.6 Execution of Series 2013 Bonds

The Series 2013 Bonds shall be signed on behalf of the Board by the manual or facsimile signature of its Chair, attested by the manual or facsimile signature of its Secretary, and the seal, if any, of the Agency shall be thereunto affixed by the Secretary of the Board, which may be by a facsimile of the Agency's seal which is imprinted upon the Series 2013 Bonds. The Series 2013 Bonds shall then be delivered to the Trustee for manual authentication by it. In case any officer who shall have signed or attested any of the Series 2013 Bonds shall cease to be such officer before the Series 2013 Bonds so signed or attested shall have been authenticated or delivered by the Trustee or issued by the Agency, such Series 2013 Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the Agency as though such person who signed or attested the same had continued to be such officer of the Agency. Also, any Bond may be signed, countersigned or attested on behalf of the Agency by any person who on the actual date of the execution of such Bond shall be the proper officer of the Agency, although on the nominal date of such Bond any such person shall not have been such officer of the Agency.

All (but not less than all) of the Series 2013 Bonds shall be executed by the Agency for issuance under the Resolution and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Agency or upon the written request of the Agency but only upon receipt by the Trustee of the following documents or moneys or securities, all of such documents dated or certified, as the case may be, as of the date of such delivery by the Trustee:

- (1) A certified copy of the Resolution;
- (2) A written request of the Agency as to the delivery of the Series 2013 Bonds;
- (3) An opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds to the effect that (a) the Resolution creates the valid pledge which it purports to create of the Pledged Revenues, moneys, securities and funds held or set aside under the Resolution, subject to the application thereof to the purposes and on the conditions permitted by the Resolution; and (b) the Series 2013 Bonds are valid and binding special obligations of the Agency, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Resolution and entitled to the benefits of the Resolution and the URA Acts as amended to the date of such opinion, and the Series 2013 Bonds of such series have been duly and validly authorized and issued in accordance with law and the Resolution; and (c) interest on the Series 2013 Bonds is exempt from federal income taxation.
- (4) An Opinion of Counsel to the Agency that (a) the Agency has the power under the URA Acts, as amended to the date of such Opinion, to issue the Series 2013 Bonds of such series and to adopt the Resolution, and the Resolution has been duly and lawfully adopted by the Agency, is in full force and effect and is valid and binding upon the Agency and enforceable in accordance with its terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights and except to the extent that the obligations of the Agency under the Resolution are subject to the exercise in the future by the State of Idaho

and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of America of the power delegated to it by the federal Constitution), and no other authorization for the Resolution is required;

(5) The amounts, if any, necessary for deposit in the funds established pursuant to Section 5.2; and

(6) Executed copies of the Development Agreement, the Design-Build Agreement, and the DDA.

(7) Such further documents, moneys and securities as may be reasonably required by the Bond Purchase Agreement.

Only such of the Series 2013 Bonds as shall bear thereon a certificate of authentication, executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of the Resolution, and such certificate of the Trustee shall be conclusive evidence that the Series 2013 Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, the Resolution and that the Registered Owner thereof is entitled to the benefits of the Resolution.

After the original issuance of the Series 2013 Bonds, no Series 2013 Bonds shall be issued except in lieu of or in substitution for other Series 2013 Bonds of such series pursuant this section or Section 4.4 or Section 10.6 of this Resolution.

Section 3.7 Transfer or Exchange of Series 2013 Bonds

Any Bond shall be transferable by the Registered Owner thereof in person, or by his attorney duly authorized in writing, upon presentation and surrender of such Bond at the principal corporate trust office of the Trustee for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor. Provided, however, that the Trustee shall not be required to transfer the Series 2013 Bonds within 15 calendar days of a principal or interest payment.

Any Bond shall be exchangeable for Series 2013 Bonds of any authorized denomination or denominations, upon surrender and cancellation of said Bond at the designated corporate trust office of the Trustee.

Whenever any Bond or Series 2013 Bonds shall be surrendered for transfer or exchange, the Trustee shall authenticate and deliver to the transferee or exchangee, in exchange therefor, a new fully registered Bond or Series 2013 Bonds of any authorized denomination or denominations, of the same maturity and interest rate, and for the aggregate principal amount of such Bond or Series 2013 Bonds being surrendered.

The Trustee shall require the payment by the Registered Owner requesting such transfer or exchange of any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. The costs imposed by the Trustee for such transfer or exchange shall be deemed to be a cost to be borne by the Agency. The Trustee and the Agency may also require the transferor and/or transferee of the Bond to execute any documents in connection with such transfer as may be reasonably required by the Agency and the Trustee.

Section 3.8 Temporary Series 2013 Bonds

Any Series 2013 Bonds may be initially issued in temporary form exchangeable for definitive Series 2013 Bonds when ready for delivery. The temporary Series 2013 Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Agency, shall be without coupons and may contain such reference to any of the provisions of the Resolution as may be appropriate. Every temporary Bond shall be executed by the Agency and be authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Series 2013 Bonds. If the Agency issues temporary Series 2013 Bonds it will execute and furnish definitive Series 2013 Bonds without delay, and thereupon the temporary Series 2013 Bonds may be surrendered, for cancellation, in exchange therefor at the principal corporate trust office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Series 2013 Bonds an equal aggregate principal amount of definitive fully registered Series 2013 Bonds of authorized denominations, of the same series and maturity or maturities. Until so exchanged, the temporary Series 2013 Bonds shall be entitled to the same benefits under the Resolution as definitive Series 2013 Bonds authenticated and delivered under the Resolution.

Section 3.9 Lost, Stolen, Mutilated or Destroyed Series 2013 Bonds

In case any Bond shall be lost, stolen, mutilated or destroyed, the Trustee may authenticate and deliver a new Bond or Series 2013 Bonds of like date, denomination, interest rate, maturity, number, tenor and effect to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the Agency and the Trustee in connection therewith and upon his filing with the Agency and the Trustee evidence satisfactory to the Agency and the Trustee of his ownership thereof, and upon furnishing the Agency and the Trustee with indemnity satisfactory to the Agency and the Trustee.

Section 3.10 Intentionally Omitted.

Section 3.11 Registration

The Trustee is hereby appointed as registrar, authenticating agent, paying agent, and transfer agent with respect to the Series 2013 Bonds in accordance with Article VIII hereof.

Section 3.12 Book-Entry System.

A. The Bonds shall be initially executed and delivered in the form of a separate single certificated, fully registered Bond for each of the maturities set forth in Section 3.1 hereof. Upon initial issuance, the ownership of such Bond shall be registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC. Except as provided in Section 3.12D hereof, all of the Outstanding Bonds shall be registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC.

B. With respect to Bonds registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC, the Agency and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Agency and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records

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of DTC, Cede or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person, other than a Registered Owner, as shown in the registration books kept by the Trustee, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, of any amount with respect to principal of, premium, if any, or interest on the Bonds, and (iv) any consent given or other action taken by DTC as Owner of the Bonds, or (v) the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds. The Agency and the Trustee may treat and consider the person in whose name each Bond is registered in the registration books kept by the Trustee as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest evidenced by the Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Trustee, as provided in Section 3.1 hereof, or their respective attorneys duly authorized in writing, by wire transfer and all such payments shall be valid and effective to fully satisfy and discharge the Agency's obligations with respect to payment of principal of, premium, if any, and interest evidenced by the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Trustee, shall receive a certificated Bond evidencing the obligations of the Agency to make Debt Service payments. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, the word "Cede" in this Resolution shall refer to such new nominee of DTC.

C. A Letter of Representations in standard form approved by DTC (the "Letter of Representations") is hereby authorized and such Letter of Representations shall be executed and delivered to DTC if a blanket Letter of Representations, acceptable to DTC, has not already been executed. The approval of the Agency shall be conclusively established by its execution and delivery of the Letter of Representations which shall not in any way limit the provisions of Section 3.12B hereof or in any other way impose upon the Agency or Trustee any obligations whatsoever with respect to persons having interests in the Bonds other than the Registered Owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations by the Agency in the Letter of Representations to the Trustee, acting as payment agent and registrar, respectively, to at all times be complied with.

D. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Agency or the Trustee and discharging its responsibilities with respect thereto under applicable law.

E. The Agency in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Bonds if it determines that:

(a) DTC is unable to discharge its responsibilities with respect to the Bonds,
or

(b) A continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Trustee in the name of Cede, or any other nominee of DTC, is not in the best interest of the Beneficial Owners of the Bonds.

F. Upon the termination of the services of DTC with respect to the Bonds pursuant to Section 3.12D hereof, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to Section 3.12D or Section 3.12E hereof after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Issuer, is willing and able to undertake such functions upon reasonable and customary terms, the Trustee is obligated to deliver Bonds at the expense of the Agency, unless the Beneficial Owners have requested the termination of the services of DTC and then at the expense of such Beneficial Owners, as described in this Resolution and the Bonds shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede as nominee of DTC, but may be required in whatever name or names Owner transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

G. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal or, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

**ARTICLE IV
REDEMPTION OF SERIES 2013 BONDS**

Section 4.1 Redemption of Series 2013 Bonds Prior to Maturity

A. Optional Redemption. The Bonds maturing prior to September 1, 2025 are not subject to prior redemption at the option of the Agency. The Bonds maturing on and after September 1, 2025 are subject to prior redemption at the option of the Agency on September 1, 2024, and any date thereafter in inverse order of maturity (and by lot within a maturity in such manner as the Trustee shall determine), at the price of 102.5% of the principal amount of the Bonds to be redeemed, plus accrued interest to the date fixed for redemption, upon written notice by the Agency to the Trustee no less than forty-five (45) days prior to the date fixed for redemption.

B. Mandatory Redemption. The term Series 2013 Bonds maturing on September 1, 2031 shall be subject to mandatory redemption and retirement prior to maturity, in part, by lot in such manner as the Trustee shall determine, on September 1 in the years 2029 through 2031, inclusive, at 100% of the principal amount thereof plus accrued interest to the date of redemption, from Mandatory Redemption Amounts (which are hereby established) in the amounts set forth below:

<u>Mandatory Redemption Date</u>	<u>Mandatory Redemption Amount</u>
<u>September 1</u>	
2029	\$ 635,000
2030	1,330,000
2031*	4,235,000

*Final Maturity Date

If less than all of a Series 2013 Bond that is subject to mandatory redemption is to be redeemed pursuant to an optional redemption or cancelled through an open market purchase, the

Agency shall provide Trustee with a revised schedule of Mandatory Redemption Amounts, for such Bond.

C. Redemption in the Event of Damage, Destruction, Partial Taking or Total Taking. Notwithstanding anything otherwise provided herein, in the event the Project cannot be completed in the event of damage, destruction or condemnation of the Land or the Project, the Net Proceeds from any insurance proceeds or condemnation award may be applied to prepay all or a portion of the Bonds as provided in Section 5.10 hereof.

Section 4.2 Selection of Series 2013 Bonds for Redemption

If less than all of the Series 2013 Bonds are called for redemption, the Series 2013 Bonds of such series shall be redeemed from the Outstanding Series 2013 Bonds of such series in inverse order of maturities. If less than all of the Series 2013 Bonds of any series maturing on any single date are called for redemption, the Trustee shall select the Series 2013 Bonds to be redeemed, by lot within a maturity from the Outstanding Series 2013 Bonds of such series maturing on that date not previously called for redemption. If part but not all of a Bond shall be selected for redemption, the Registered Owner thereof or his attorney or legal representative shall present and surrender such Bond to the Trustee for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount. The Agency shall execute and the Trustee shall authenticate and deliver to or upon the order of such Registered Owner or his legal representative, without charge therefor, a Bond or Series 2013 Bonds of the same maturity and bearing interest at the same rate as the Bond so surrendered for the unredeemed portion of the surrendered Bond. The Trustee shall promptly notify the Agency in writing of the Series 2013 Bonds or portions thereof selected for redemption.

Section 4.3 Notice of Redemption

A. Notice of Redemption. Unless waived by the Registered Owner of any Bond to be redeemed, notice of any such redemption shall be sent by the Registrar by first-class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed at the address shown on the Bond Register. This requirement shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether or not it is actually received by the Registered Owner of any Bond to be redeemed. The expenses of giving notice and any other expenses of redemption shall be borne by the Agency. Such redemption notices may be conditioned on the Trustee's receipt of sufficient funds to effect the redemption. Redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers set forth therein or on the Bonds.

B. Effect of Redemption. When so called for redemption, such Series 2013 Bonds shall cease to accrue interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and such Series 2013 Bonds shall not be deemed to be Outstanding as of such redemption date.

C. Voluntary Redemption Notice. In addition to the notice required by subsection A above, further notice may be given by the Trustee as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat

the effectiveness of a call for redemption if notice thereof is given as prescribed in said subsection A.

(1) Each further notice of redemption given hereunder may contain the following information:

(a) the redemption date;

(b) the redemption price;

(c) if less than all Outstanding Series 2013 Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Series 2013 Bonds to be redeemed;

(d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;

(e) the place where such Series 2013 Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee;

(f) the CUSIP numbers of all Series 2013 Bonds being redeemed, if applicable;

(g) the date of issue of the Series 2013 Bonds as originally issued;

(h) the rate of interest borne by each Bond being redeemed;

(i) the maturity date of each Bond being redeemed; and

(j) any other descriptive information needed to identify accurately the Series 2013 Bonds being redeemed.

(2) Each further notice of redemption may be sent at least thirty (30) days before the redemption date by registered or certified mail or overnight delivery service to:

(a) all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Series 2013 Bonds, such depositories being:

(i) Depository Trust Company, New York, New York; and

(ii) Philadelphia Depository Trust Company, Philadelphia, Pennsylvania; and to

(iii) Midwest Depository Trust Company, Chicago, Illinois.

(b) one or more of the national information services that disseminate notices of redemption of obligations such as the Series 2013 Bonds.

(3) Upon the payment of the redemption price of Series 2013 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Series 2013 Bonds being redeemed with the proceeds of such check or other transfer.

D. Open Market Purchase. The Agency hereby reserves the right to purchase the Series 2013 Bonds on the open market at a price equal to or less than par. In the event the Agency shall purchase Series 2013 Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the Series 2013 Bonds so purchased shall be credited at the par amount thereof against the Debt Service requirement next becoming due. If applicable, in the event the Agency shall purchase term Series 2013 Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the term Series 2013 Bonds so purchased shall be credited against the Mandatory Redemption Amounts next becoming due. All Series 2013 Bonds so purchased shall be credited against the Mandatory Redemption Amounts next becoming due, if applicable. All Series 2013 Bonds so purchased shall be cancelled.

Section 4.4 Partial Redemption of Registered Series 2013 Bonds

Upon surrender of any registered Bond redeemed in part only, the Agency shall duly execute and the Trustee shall authenticate and deliver to the Registered Owner thereof, at the expense of the Agency, a new Bond or Series 2013 Bonds of the same series and maturity and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered, which new Bond or Series 2013 Bonds shall be a registered Bond or Series 2013 Bonds.

Section 4.5 Disposition of Redeemed Series 2013 Bonds

All Series 2013 Bonds redeemed in whole or in part pursuant to the provisions of this article shall be canceled by the Trustee and shall thereafter be delivered to, or upon the order of, the Agency.

ARTICLE V

PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 5.1 Pledge of Pledged Revenues

The Agency hereby pledges for the payment of the Series 2013 Bonds, equally and ratably, subject to the parity lien of the Prior Obligations, the Pledged Revenues and all money in the Revenue Allocation Fund, Parking Revenue Fund, Debt Service Reserve Account, Construction Fund and Bond Fund. Moneys in the Rebate Fund, and the earnings thereon are not pledged to the payment of the Series 2013 Bonds. The Pledged Revenues and other money in the funds and accounts established under this Resolution, except the Rebate Fund, if any, shall not, except as provided in this Bond Resolution, be used for any other purpose while any of the Series 2013 Bonds remain Outstanding. This pledge shall constitute a first and exclusive lien on the Pledged Revenues and such other moneys in the Revenue Allocation Fund, Parking Revenue Fund, Debt Service Reserve Account and Construction Fund and the Bond Fund, if any, for the payment of the Series 2013 Bonds in accordance with the terms hereof, subject only to the parity

lien of the Prior Obligations; provided, however, that the Net Parking Revenues are not pledged for payment of the Prior Obligations.

The Agency covenants and agrees that all Pledged Revenues, when and as received, will be received by the Agency in trust hereunder and shall be held by the Trustee, and will be immediately deposited by the Agency in the Revenue Allocation Fund or Parking Revenue Fund, as applicable, and will be accounted for and held in trust in the Revenue Allocation Fund or Parking Revenue Fund, as applicable, and the Agency shall have no beneficial right or interest in any of such monies, except only as in this Resolution provided. All such Pledged Revenues, whether received by the Agency in trust or deposited with the Trustee, all as herein provided, shall nevertheless be disbursed, allocated and applied solely to the uses and purposes herein or therein set forth, and shall be accounted for separately and apart from all other money, funds, account or other resources of the Agency.

Section 5.2 Confirmation and Establishment of Funds

The following Funds which are hereby confirmed and/or established hereunder shall become applicable.

- A. Revenue Allocation Fund held by the Trustee;
- B. Parking Revenue Fund held by the Trustee;
- C. Construction Fund to be held by the Trustee, which may consist of Project Account(s);
- D. Bond Fund, consisting of a Debt Service Account and a Debt Service Reserve Account to be held by the Trustee; and
- E. Rebate Fund to be held by the Trustee.

The Trustee may establish one or more separate and segregated sub-accounts within the Debt Service Account or the Debt Service Reserve Account from time to time as shall be necessary.

Section 5.3 Revenue Allocation Fund

There has been established under the Prior Obligations Resolution a fund, held by the Trustee, separate and apart from all other funds of the Agency, designated the Revenue Allocation Fund (the "Revenue Allocation Fund"). All Revenue Allocation Revenues shall promptly be deposited upon receipt by the Agency with the Trustee in the Revenue Allocation Fund. Except as provided elsewhere in this Resolution, the Revenue Allocation Revenues deposited therein shall be used only for the following purposes and in the following order of priority:

First, to pay or provide for the payment of the interest on the Series 2013 Bonds and the Prior Obligations by deposits into the Bond Fund;

Second, to pay or provide for the payment of the principal and redemption premium, if any, of the Series 2013 Bonds and the Prior Obligations by deposit into the Bond Fund;

Third, to fund or replenish the Debt Service Reserve Account at the Reserve Account Requirement;

Fourth, to pay the fees and expenses of the Trustee, Registrar and Paying Agent;

Fifth, to pay for any obligations subordinate to the Series 2013 Bonds and Prior Obligations, including but not limited to amounts due to the City under the Subordinate Agreement, upon written request therefor submitted to the Trustee by the Agency; and

Sixth, to pay for any repairs, additions or improvements to the Project or for any new project in the Revenue Allocation Area approved by the Agency in accordance with the Law, upon the written request therefor submitted to the Trustee by the Agency; provided there shall be retained in the fund the amount necessary to make all Debt Service payments due during the next twelve (12) months, after first applying amounts on deposit in the Parking Revenue Fund for payment of the principal of, interest, and redemption premium, if any, due on the Series 2013 Bonds, with the understanding that the Agency shall not direct amounts so retained in the fund to be invested at a yield greater than the yield on the Bonds in compliance with applicable provisions of the Code and regulations thereunder.

Section 5.4 Parking Revenue Fund

There is hereby established a fund, held by the Trustee, separate and apart from all other funds of the Agency, designated the Parking Revenue Fund (the "Parking Revenue Fund"). All Net Parking Revenues shall promptly be deposited upon receipt by the Agency with the Trustee in the Parking Revenue Fund. The Net Parking Revenues deposited therein shall be used only for the following purposes and in the following order of priority:

First, to pay or provide for the payment of the interest on the Series 2013 Bonds by deposits into the Bond Fund;

Second, to pay or provide for the payment of the principal and redemption premium, if any, of the Series 2013 Bonds by deposit into the Bond Fund;

Third, to fund or replenish the Debt Service Reserve Account for the Series 2013 Bonds at the Reserve Account Requirement; and

Fourth, to pay for any repairs, additions or improvements to the Project or for any new project in the Revenue Allocation Area approved by the Agency in accordance with the Law, upon the written request therefor submitted to the Trustee by the Agency; provided there shall be retained in the fund, to the extent sufficient funds are available, an amount necessary to make all Debt Service payments due during the next twelve (12) months, with the understanding that the Agency shall not direct amounts so retained in the fund to be invested at a yield greater than the yield on the Bonds in compliance with applicable provisions of the Code and regulations thereunder.

Net Parking Revenues shall first be applied to the extent available for repayment of the Series 2013 Bonds prior to the use of Revenue Allocation Revenues, in accordance with Section 5.3 hereof. Net Parking Revenues are not required to be used for payment of the Prior Obligations.

Section 5.5 Construction Fund

A. There shall be deposited into the Construction Fund at Closing the Construction Proceeds and so much of the proceeds of the Series 2013 Bonds as shall be required to pay the Costs of Issuance relating to the Series 2013 Bonds.

B. The Trustee may establish within the Construction Fund separate Project Accounts and may establish one or more subaccounts in each Project Account. Income received from the investment of moneys in any Project Account in the Construction Fund shall be credited to such Project Account. Upon completion of any project, the relevant Project Account shall be closed as directed by the Agency, and all remaining amounts in such Project Account shall be transferred to the Debt Service Account in the Bond Fund.

C. Amounts in each Project Account in the Construction Fund shall be applied to pay the Costs of Construction of the Project or to pay the Costs of Issuance.

D. Before any payment is made from any Project Account in the Construction Fund for the payment of the Costs of Construction, the Agency shall execute and deliver to the Trustee a Written Certificate of the Agency in the form attached hereto as Exhibit E showing with respect to disbursement to be made (i) the name of the person to whom payment is due and the amount to be paid; (ii) certifying that the obligation to be paid was incurred, is a proper charge against the Costs of Construction and has not been theretofore included in a prior Written Certificate, and (iii) that insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose or delivered for storage or fabrication or as a progress payment due on equipment being fabricated to order. The Trustee shall process the Written Certificate and fund the disbursement by the close of business on the next Business Day after submission of the Written Certificate.

E. Before any payment is made from any Project Account in the Construction Fund for the payment of Costs of Issuance, the Agency shall execute and deliver to the Trustee its Written Certificate in the form attached as Exhibit E hereto, signed by an Authorized Officer of the Agency, stating, in respect of each payment to be made, (a) the name and address of the person, firm, or corporation to whom payment is due, (b) the amount to be paid, (c) the particular item of the Cost of Issuance to be paid, and (d) that the cost or obligation in the stated amount is a proper item of the Costs of Issuance and has not been paid. The Trustee shall process the Written Certificate by the close of business on the next Business Day after submission of the Written Certificate.

F. Upon damage, destruction, or condemnation of the Land or the Project, the Agency may request draws from the Net Proceeds held in the Construction Fund pursuant to Section 5.10 hereof by the execution and delivery to the Trustee of a Written Certificate of the Agency in the form attached hereto as Exhibit E showing with respect to disbursement to be made (i) the name of the person to whom payment is due and the amount to be paid; (ii) certifying that the obligation to be paid was incurred, is a proper charge against the Costs of

Construction and has not been theretofore included in a prior Written Certificate, and (iii) that insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose or delivered for storage or fabrication or as a progress payment due on equipment being fabricated to order. The Trustee shall process the Written Certificate and fund the disbursement by the close of business on the next Business Day after submission of the Written Certificate.

G. When the Project is complete and written notice is provided that Costs of Construction have been paid in full, money remaining in the Construction Fund shall be transferred to the Bond Fund for payment of the Series 2013 Bonds and the Construction Fund shall thereafter be closed and terminated.

Section 5.6 Bond Fund

The Trustee shall transfer the amounts from the Revenue Allocation Fund and the Parking Revenue Fund in the amounts and at the times required to make payments of principal, interest, or redemption price on the Series 2013 Bonds, to the Bond Fund. There shall be transferred to the Bond Fund the amounts due for principal or redemption price of or interest on the Series 2013 Bonds from the Revenue Allocation Fund and Parking Revenue Fund one (1) day prior to the due date of any installment of principal and/or interest on the Series 2013 Bonds, which amount shall be transferred on such due date to the Paying Agent to be applied in payment of the Series 2013 Bonds. The Trustee shall first transfer moneys from the Parking Revenue Fund to the extent available to make the required payments of principal, interest, or redemption price on the Series 2013 Bonds.

A. Priority of Lien of Payment into the Bond Fund. The amounts so pledged to be paid into the Bond Fund from the Pledged Revenues are hereby declared to be a prior lien and charge upon the Pledged Revenues superior to all other charges of any kind of nature whatsoever except for the Prior Obligations.

Section 5.7 Debt Service Reserve Account

A. Upon the issuance of the Series 2013 Bonds authorized herein, the Agency shall transfer to the Trustee for deposit into the Debt Service Reserve Account bond proceeds and other available funds of the Agency in an amount which shall cause the amount on deposit therein to equal the Reserve Account Requirement. Funds on deposit in the Debt Service Reserve Account shall be invested in Investment Securities maturing or redeemable pursuant to Section 6.1 of this Resolution.

B. If on any Payment Date the amount in the Debt Service Account is less than the amount required to pay such Debt Service, the Trustee shall apply amounts from the Debt Service Reserve Account to the extent necessary to make said payments.

C. Any deficiency in the Debt Service Reserve Account created by a withdrawal as authorized by the preceding paragraph shall be replaced as soon as practicable by deposits of legally available moneys from the Revenue Allocation Fund or Parking Revenue Fund, as provided in Section 5.3 and Section 5.4 of this Bond Resolution and as provided in subsection D below, until the Debt Service Reserve Account is restored to the Reserve Account Requirement.

D. Whenever the amount in the Debt Service Reserve Account, determined in accordance with Section 6.1 of this Bond Resolution, together with the amount in the Debt Service Account, is sufficient to pay in full the amount of Series 2013 Bonds Outstanding, including interest thereon, in accordance with the terms of the Series 2013 Bonds, the funds on deposit in the Debt Service Reserve Account shall be transferred to the Debt Service Account. Any provision of this Bond Resolution to the contrary notwithstanding, so long as there shall be held in the Bond Fund an amount sufficient to pay in full the total principal amount Outstanding and interest accrued on the Series 2013 Bonds, in accordance with the terms of the Series 2013 Bonds, no deposits shall be required to be made into the Debt Service Reserve Account. When the Reserve Account Requirement is exceeded, excess funds shall be transferred to the Debt Service Account. When the Reserve Account Requirement is met, interest earnings on and profits from investments from the Debt Service Reserve Account shall be transferred to the Debt Service Account. When the Reserve Account Requirement is not met, interest earnings on and profits from investments from the Debt Service Reserve Account shall be retained in the Debt Service Reserve Account.

Section 5.8 Rebate Fund

There is hereby created a fund, to be known as the “Rebate Fund,” separate and apart from other funds and accounts of the Agency, to be held and administered by the Trustee, solely at the written direction of the Agency. The Agency shall make (or shall direct the Trustee in writing to make) deposits into or disbursements from the Rebate Fund as required to comply with Section 148(f) of the Code. In addition, notwithstanding any other provision of this Resolution, upon the written direction of the Agency, any investment income or other gain on moneys in any of the funds may be transferred to the Rebate Fund to enable the Agency to satisfy the requirements of Section 148(f) of the Code. Moneys in the Rebate Fund shall be paid to the United States in the amounts and at the times required by the Code. Any excess moneys contained in the Rebate Fund shall, at the written direction of the Agency, be transferred to the Revenue Allocation Fund. Upon payment of all amounts due to the United States pursuant to Section 148 of the Code, any moneys remaining in the Rebate Fund may be applied to any lawful purpose of the Agency.

Section 5.9 Intentionally Omitted.

Section 5.10 Damage or Destruction of Premises; Use of Insurance Proceeds or Condemnation Proceeds

A. Insurance Proceeds. In the event the Agency receives insurance proceeds for damage or destruction to the Land or the Project, including proceeds of any “Builders Risk” insurance prior to completion of the Project, the Agency shall pay those over to the Trustee. The Trustee shall deposit such funds in the Construction Fund and shall apply such funds, pursuant to Written Certificates submitted to the Trustee in accordance with Section 5.5F hereof to pay the costs to repair and restore the Project or to pay Costs of Construction. In the event the Trustee receives any insurance proceeds attributable to delays in completing the Project, the Trustee shall deposit such funds in the Bond Fund to pay principal next coming due on the Bonds.

B. Condemnation Proceeds. If prior to completion of the Project, the Agency receives condemnation proceeds with respect to the Land or the Project, the Agency shall pay

those condemnation proceeds over to the Trustee, with written instruction to apply them as follows:

(i) Project Not To Be Completed. If the Agency determines not to complete the Project, the Agency shall give the Trustee written notice that all or a portion of such condemnation proceeds shall be deposited into the Construction Fund in the specified amount necessary to pay the parties entitled thereto for all Costs of Construction incurred as of the date of such condemnation (provided, however, that upon the written direction of the Agency the Trustee shall first apply for such purpose any funds then available in the Construction Fund), the balance shall be applied by the Trustee to defease such bonds pursuant to Section 12.1 of this Resolution.

(ii) Project to be Completed. If the Trustee receives written notice from the Agency that the Project will be completed, such condemnation proceeds shall be applied, pursuant to Written Certificates submitted to the Trustee in accordance with Section 5.5F hereof to pay Costs of Construction

C. Notwithstanding any full or partial damage or destruction of the Project or full or partial taking of the Project under the exercise of the power of eminent domain, the Agency shall be obligated to continue to pay the amounts specified in Article III hereof.

**ARTICLE VI
DEPOSIT AND INVESTMENT OF FUNDS**

Section 6.1 Investment of Funds

Moneys held in any fund or account shall be invested and reinvested by the Agency or the Trustee to the fullest extent practicable in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such fund or account; provided, however, that moneys in the Debt Service Reserve Account may be invested in obligations maturing or redeemable at the option of the holder not later than the last maturity date of the Series 2013 Bonds. Absent written direction from the Agency, the Trustee shall hold moneys in such funds or accounts uninvested.

The Trustee shall make investments only in accordance with written instructions received from an Authorized Officer of the Agency. The Trustee is entitled to conclusively rely on the written investment direction of the Agency as to the suitability and legality of the directed investments. Except as provided to the contrary in Article V, income received from the investment of moneys in any fund or account shall be credited to such fund or account. The Trustee shall have no responsibility with respect to compliance by the Agency with Section 148 of the Code or any covenant in this Bond Resolution regarding yields on investments.

The Trustee may make any and all investments through its own investment department or that of its affiliates as directed by an Authorized Officer of the Agency. The Agency acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the Agency the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost, the Agency specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Agency periodic cash transaction statements that include the detail for all investment transactions made by the Trustee hereunder.

Section 6.2 Valuation and Sale of Investments

Obligations purchased as an investment of money in any fund or account created under the provisions of this Bond Resolution shall be deemed at all times to be a part of such fund or account, and any profit realized from the liquidation of such investment shall be credited to, and any loss resulting from the liquidation of such investment shall be charged to the computation of net interest earned on the money and investments in such fund or account.

In computing the amount in any fund or account created under the provisions of this Bond Resolution for any purposes provided in this Bond Resolution, obligations purchased as an investment of money therein shall be valued at cost. Such computations shall be determined as of March 1 and September 1 of each year.

Except as otherwise provided in this Bond Resolution, the Trustee shall sell at the price obtainable or present for redemption or transfer as provided in the next sentence any obligation so purchased as an investment whenever either shall be requested in writing by an Authorized Officer of the Agency so to do or whenever it shall be necessary in order to provide money to meet any payment or transfer from any fund or account held by them. In lieu of such sale or presentment for redemption, the Trustee may, in making the payment or transfer from any fund or account mentioned in the preceding sentence, transfer such investment obligations, or interest appertaining thereto if such investment obligations shall mature or be collectable at or prior to the time the proceeds thereof shall be needed and such transfer of investment obligations may be made in book-entry form. The Trustee shall not be liable or responsible for making any investment made at the direction of an Authorized Officer of the Agency or for any loss resulting from such investment.

ARTICLE VII

ADDITIONAL BONDS

Section 7.1 No Additional Bonds. Subject to Sections 7.2 and 7.3 herein, for so long as any of the Series 2013 Bonds remain Outstanding, the Agency will not issue any obligations having a greater or equal priority of lien upon the Pledged Revenues to pay and secure the payment of the principal of and interest on such obligations than the priority of lien created on such Pledged Revenues to pay and secure the payment of the principal of and interest on the Series 2013 Bonds and Prior Obligations.

Section 7.2 Refunding Obligations Permitted. The Agency may issue obligations to refund any outstanding revenue allocation bonds or other obligations payable out of Pledged Revenues.

Section 7.3 Junior Obligations Permitted. Nothing herein contained shall prevent the Agency from issuing obligations which are a charge upon the Pledged Revenues junior or inferior to the payments required by this Resolution to be made out of such revenue into the Bond Fund to pay and secure the payment of the Series 2013 Bonds and the Prior Obligations.

ARTICLE VIII

THE TRUSTEE

Section 8.1 The Trustee

A. Trustee: Acceptance of Duties. The Bank of New York Mellon Trust Company, N.A. is hereby appointed as Trustee, and shall also act as paying agent, bond registrar, authenticating agent, and transfer agent with respect to the Series 2013 Bonds, subject to the following terms and conditions:

(i) The Trustee shall keep, or cause to be kept at its corporate trust office, sufficient books for the registration and transfer of the Series 2013 Bonds, which shall at all times be open to inspection by the Agency.

(ii) The Trustee shall be responsible for its representations contained in the Certificate of Authentication on the Series 2013 Bonds.

(iii) The Trustee may become the Registered Owner of Series 2013 Bonds with the same rights it would have if it were not a Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Registered Owners.

The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Bond Resolution by executing and delivering to the Agency a written acceptance thereof, and upon executing such acceptance, the Trustee shall be deemed to have accepted the duties and obligations with respect to all of the Series 2013 Bonds thereafter to be issued, but only, however, upon the terms and conditions set forth in the Bond Resolution.

Section 8.2 Responsibilities of Trustee

The recitals of fact herein and in the Series 2013 Bonds contained shall be taken as the statements of the Agency, and no Trustee assumes any responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the Bond Resolution or of any Series 2013 Bonds issued thereunder or as to the security afforded by the Bond Resolution, and the Trustee shall not incur any liability in respect thereof. The Trustee shall not be under any responsibility or duty with respect to the application of the proceeds of the Bonds or moneys paid by such Trustee in accordance with the provisions of the Bond Resolution to the Agency or to any other trustee. The Trustee shall not be under any obligation or duty to

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perform any act which would involve it in expense or liability, to risk or expend its own funds hereunder or to institute or defend any suit in respect thereof, or to advance any of its own moneys, unless properly indemnified. The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence, willful misconduct or default.

The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Bond Resolution, and no implied covenants or obligations shall be read into this Bond Resolution against the Trustee. In case an Event of Default has occurred (which has not been cured) the Trustee shall exercise such of the rights and powers vested in it by the Bond Resolution, and use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. Any provisions of the Bond Resolution relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section 8.2.

The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers and shall not be answerable for the conduct of the same if appointed with due care hereunder, and shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder. The permissive right of the Trustee to do things enumerated in this Bond Resolution shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises. The Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds. The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document. The Trustee may act upon the opinion or advice of an attorney, surveyor, engineer or accountant or other advisors in connection with its duties hereunder.

The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder (except failure by the Agency to pay any Principal Installment or installment of interest then due and payable on the Series 2013 Bonds) unless the Trustee shall be specifically notified in writing of such default by the Agency or by the Beneficial Owners of at least 25% in aggregate principal amount of all Series 2013 Bonds then Outstanding and all notices or other instruments required by this Bond Resolution to be delivered to the Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

Before taking any action under this Bond Resolution relating to an Event of Default or in connection with its duties under this Bond Resolution other than making payments of principal and interest on the Series 2013 Bonds as they become due or causing an acceleration of the Series 2013 Bonds whenever required by this Bond Resolution, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the

protection of the environment or hazardous substances and except liability which is adjudicated to have resulted from its negligence or willful default in connection with any action so taken.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Registered Owners of not less than a majority in aggregate principal amount of the Series 2013 Bonds then outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Bond Resolution.

In acting or omitting to act pursuant to any agreements entered into with respect to this Bond Resolution, the Trustee shall be entitled to all of the rights, immunities and indemnities accorded to it under this Bond Resolution, including, but not limited to, this Article VIII.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Bond Resolution sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Agency elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Agency agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the method(s) selected by the Agency; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

Section 8.3 Evidence on Which Trustee May Act

A. The Trustee, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provisions of this Bond Resolution, shall examine such instrument to determine whether it conforms to the requirements of the Bond Resolution on its face and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may or may not be counsel to the Agency, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Bond Resolution in good faith and in accordance therewith.

B. Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Bond Resolution, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be

conclusively proved and established by a Written Certificate of an Authorized Officer of the Agency, and such certificate shall be full warranty for any action taken or suffered in good faith under the provisions of this Bond Resolution upon the faith thereof; but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence to it may seem reasonable.

C. Except as otherwise expressly provided in this Bond Resolution, any request, order, notice or other direction required to be furnished pursuant to any provision thereof by the Agency to the Trustee shall be sufficiently executed in the name of the Agency by an Authorized Officer of the Agency.

Section 8.4 Compensation of Trustee

Subject to the terms of any agreement with the Trustee, the Agency shall pay to the Trustee an initial set-up fee of \$1,250, and then annual fees in the amount of \$1,500 through the term of the Series 2013 Bonds, or full redemption. The Agency shall also pay to the Trustee reasonable compensation for all extraordinary services rendered under the Bond Resolution and also shall pay all reasonable expenses, charges, fees of counsel, accountants and consultants and other disbursements, including those of its attorneys, agents, and employees, incurred in good faith in extraordinary circumstances in and about the performance of their powers and duties under the Bond Resolution.

The Agency hereby agrees to indemnify and hold harmless the Trustee, its officers, directors, agents and employees from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Bond Resolution and any other documents or transactions contemplated in connection herewith or therewith, except costs, claims, liabilities, losses or damages resulting from the negligence or willful misconduct of the Trustee, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of this Bond Resolution and/or the earlier resignation or removal of the Trustee.

Upon an Event of Default, and only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of and premium, if any, and interest on any Series 2013 Bond, upon the trust estate for the foregoing fees, charges and expenses incurred by it. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 8.5 Resignation and Removal of Trustee

A. Resignation of Trustee. The Trustee, after a successor Trustee has been duly appointed and has accepted the duties of Trustee in writing, may at any time resign and be discharged of the duties and obligations created by the Bond Resolution by giving not less than 60 days' written notice to the Agency, specifying the date when such resignation shall take effect, and such resignation shall take effect upon the day specified in such notice unless

previously a successor shall have been appointed by the Agency or the Registered Owners as provided in Section 8.6 of this Bond Resolution, in which event such resignation shall take effect immediately on the appointment of such successor.

B. Removal of Trustee. The Trustee may be removed at any time by the Agency upon giving thirty (30) days' notice by an instrument in writing filed with the Trustee.

Section 8.6 Successor Trustee

A. Appointment of Successor Trustee.

(i) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property shall be appointed, or if any public officer shall take charge or control of the trust or of its property or affairs, a successor shall be appointed by the Agency.

(ii) If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Trustee shall have given to the Agency written notice as provided in subsection 8.5 of this Bond Resolution or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, the Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

B. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under the Bond Resolution shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Agency, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, shall become fully vested with all rights, powers, duties, and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee, ceasing to act shall, nevertheless, on the written request of the Agency, or of the successor Trustee, execute, acknowledge and deliver such instrument of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under the Bond Resolution, and shall pay over, assign, and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the Agency be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, power and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Agency.

C. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the duties imposed

upon it by the Bond Resolution, shall be the successor to the Trustee without the execution or filing of any paper or the performance of any further act.

D. Successor Trustee; Qualifications. Notwithstanding anything else in this Section to the contrary, any successor Trustee, Registrar or Paying Agent appointed pursuant to the provisions of this Section shall (i) be a trust company or bank in good standing under the laws of the United States, located in the United States or incorporated under the laws of the United States, duly authorized to exercise trust powers and subject to examination by federal or state authority; (ii) have a reported capital and surplus of not less than \$50,000,000, and (iii) have substantial prior experience as a trustee for the benefit of municipal bondholders.

ARTICLE IX

COVENANTS, REPRESENTATIONS, AND APPROVALS OF THE AGENCY

Section 9.1 Punctual Payment of Series 2013 Bonds

The Agency will punctually pay or cause to be paid the principal or redemption price and the interest to become due in respect of all the Series 2013 Bonds, in strict conformity with the terms of the Series 2013 Bonds and of this Resolution.

Section 9.2 Construction of Project

The Agency will promptly commence, or cause to be commenced, the construction of the Project and will continue, or cause to be continued, the same to completion with all practicable dispatch, and such Project will be constructed in a sound and economic manner.

The Agency shall secure, or cause the Developer to secure or cause the contractor to secure, in connection with the Project, performance and payment bonds executed by a responsible surety company authorized to do business in the State of Idaho in a penal sum equal to the eighty-five percent (85%) of the amount to become payable under the contract with such contractor. Such bonds shall be conditioned on the completion of the Project, or portion thereof, and upon the payment of all claims of subcontractors and suppliers. Each such bond shall name the Agency as the person in whose favor such bond is issued.

Section 9.3 Approval of Documents. The forms, terms and provisions of the Bond Purchase Agreement, the Development Agreement, including the Master Declaration and the Condominium Declaration in the forms attached thereto, the Design-Build Agreement, the DDA, the Continuing Disclosure Agreement, and the Amendment are hereby approved and the Agency shall enter into the Bond Purchase Agreement, Development Agreement, including the Master Declaration and the Condominium Declaration, the Design-Build Agreement, the DDA, the Continuing Disclosure Agreement, and the Amendment substantially in the forms of each such documents presented to the Board at this meeting, with only such changes therein as are not inconsistent herewith; and the Chair or the Vice Chair of the Agency are each hereby authorized to execute and deliver the Bond Purchase Agreement, the Development Agreement, the Master Declaration, the Condominium Declaration, the Design-Build Agreement, the DDA, the Continuing Disclosure Agreement and the Amendment and the Secretary of the Agency is hereby authorized to affix the Agency seal thereto, if required, and to attest to such documents.

The Chair, Vice Chair, and the Secretary of the Agency are each hereby authorized to take all action necessary or desirable in conformity with the URA Acts to finance the Project, including without limitation the execution and delivery of all other agreements, documents, and certificates to be delivered in connection with the sale and delivery of the Series 2013 Bonds, and preparation and publication of a Notice of Resolution regarding adoption of this Bond Resolution.

Section 9.4 Covenant Regarding Pledged Revenues

The Agency shall collect Pledged Revenues sufficient, together with other revenues available or to be available to pay Debt Service for the Fiscal Year, to produce Pledged Revenues in each Fiscal Year equal to not less than 125% of the Debt Service on the Series 2013 Bonds and the Prior Obligations for said Fiscal Year.

Section 9.5 No Transfer; Against Encumbrances

The Agency may not sell, assign, or transfer its rights to the Project for so long as any of the Series 2013 Bonds are Outstanding. The Agency will not create, and will use its best efforts to prevent the creation of, any mortgage or lien upon the Project. The Agency will not create, or permit the creation of, any pledge, lien, charge or encumbrance upon the Pledged Revenues except only as provided in or permitted by this Resolution.

Section 9.6 Extension or Funding of Claims for Interest

In order to prevent any claims for interest after maturity, the Agency will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any Series 2013 Bonds and will not, directly or indirectly, be a party to or approve any such arrangements by purchasing or funding said claims for interest or in any other manner. In case any such claim or interest shall be extended or funded, whether or not with the consent of the Agency, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of the Bond Resolution, except subject to the prior payment in full of the principal of all the Series 2013 Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 9.7 Management and Operation of Properties

The Agency will manage and operate, or cause to be so managed and operated, any property owned by the Agency and comprising any part of the Project or the Revenue Allocation Area in a sound and business-like manner and in conformity with all valid requirements of any governmental authority relative to the Project or any part thereof, and will keep such property insured at all times in conformity with sound business practice.

Section 9.8 Existence of Agency

The Agency will maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished.

Section 9.9 Payment of Taxes and Claims

The Agency will, from time to time, duly pay and discharge, or cause to be paid and discharged, any taxes, assessments or other governmental charges lawfully imposed upon any of the properties of the District, or upon the Pledged Revenues, when the same shall become due, and will duly observe and conform to all valid requirements of any governmental authority relative to any such properties. The Agency will keep the Project, and all parts thereof free from judgments, mechanics' and materialmen's liens, and all other liens, claims, demands, and encumbrances of whatsoever prior nature or character, to the end that the priority of the lien of the Resolution on the Pledged Revenues may at all times be maintained and preserved, and kept free from any claim or liability which might hamper the Agency in conducting its business or operating the Project.

Section 9.10 Taxation of Leased Property

If any property in the Revenue Allocation Area is hereafter owned and redeveloped by the Agency and thereafter is leased by the Agency to any person or persons, or whenever the Agency leases any such real property to any person or persons for redevelopment, the property shall be assessed and taxed in the same manner as privately-owned property (in accordance with the law), and the lease or contract shall provide (1) that the lessee shall pay taxes upon the assessed value of the entire property and not merely upon the assessed value of the leasehold interest, and (2) that if for any reason the taxes paid by the lessee on such property in any year during the term of the lease shall be less than the taxes that would have been payable upon the entire property if the property were assessed and taxed in the same manner as privately owned property, the lessee shall pay such difference to the Agency within thirty (30) days after the taxes for such year become payable, and in any event prior to the delinquency date of such taxes established by law, which such payments shall be treated as Revenue Allocation Revenues and shall be deposited by the Agency in the Revenue Allocation Fund.

Section 9.11 Disposition of Property in Revenue Allocation Area

The Agency will not, except as provided in this section and except for property currently owned by the City in the Revenue Allocation Area, authorize the disposition of any such real property in the Revenue Allocation Area to anyone which will result in such property becoming exempt from taxation because of public ownership or use or otherwise (except for public ownership or use contemplated by the Revenue Allocation Area under the Plan or property to be

used for public streets or easements or rights of way for public utilities or other similar uses). If such dispositions, together with all similar prior dispositions on or subsequent to the effective date of this Resolution, shall comprise more than ten percent (10%) of the land area of the Revenue Allocation Area, it shall cause to be filed with the Trustee a Consultant's Report on the effect of such proposed disposition. If the Consultant's Report concludes that the Pledged Revenues will not be materially reduced by such proposed disposition, the Agency may proceed with such proposed disposition. If the Consultant's Report concludes the Revenue Allocation Revenues will be materially reduced with such proposed disposition, the Agency shall, as a condition precedent to proceeding with such proposed disposition, require that such new owner or owners either:

(1) Pay to the Trustee, so long as any of the Series 2013 Bonds are Outstanding, an amount equal to the amount that would have been received by the Agency as Pledged Revenues if such property were assessed and taxed in the same manner as privately-owned non-exempt property as calculated by the Consultant's Report, which payment shall be made within thirty (30) days after taxes for each year would become payable to the taxing agencies for non-exempt property and in any event prior to the delinquency date of such taxes established by law; or

(2) Pay to the Trustee a single sum equal to the amount estimated by the Consultant's Report to be receivable from taxes on such property from the date of such payment to the last maturity date of all Outstanding Bonds.

All such payments to the Trustee in lieu of taxes shall be treated as Pledged Revenues and shall be deposited by the Trustee in the Revenue Allocation Fund to be applied as Pledged Revenues for the payment of the Bonds provided that the Agency and the Trustee first receive an opinion of nationally recognized bond counsel to the effect that the above payments will not jeopardize the exemption of interest on the Bonds from federal tax.

Section 9.12 Amendment of the Plan

The Agency will not amend the Plan except as provided in this section. If the Agency proposes to amend the Plan for any purpose other than to expand the Revenue Allocation Area or propose a new plan to create an additional and separate revenue allocation area under the Act which does not overlap the Revenue Allocation Area (both of which are permitted hereunder), it shall cause to be filed with the Trustee a Consultant's Report on the effect of such proposed amendment. If the Consultant's Report concludes that Pledged Revenues will not be materially reduced by such proposed amendment, the Agency may undertake the amendment. If the Consultant's Report concludes that the Pledged Revenues will be materially reduced by such proposed amendment, the Agency may not undertake such proposed amendment.

Section 9.13 Protection of Security and Rights of Registered Owners

The Agency will preserve and protect the security of the Series 2013 Bonds and the rights of the Registered Owners thereof, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of the Series 2013 Bonds by the Agency, such Series 2013 Bonds shall be incontestable by the Agency.

Section 9.14 Accounts and Reports

A. The Agency will at all times keep, or cause to be kept, proper books of record and accounts in which complete and accurate entries shall be made of all transactions relating to the Operation and Maintenance Expenses of the Project, and the allocation and application of the revenues of the District and the Pledged Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Trustee or the Registered Owners of not less than five percent of the Series 2013 Bonds then Outstanding, or their representatives authorized in writing.

B. The Agency will place on file with the Trustee promptly upon the receipt thereof by the Agency and in any event annually within nine (9) months after the close of each Fiscal Year, commencing with the Fiscal Year ending September 30, 2013, a copy of its annual audit report covering the operations of the Agency and certified by a certified public accountant. Such report shall provide such information as is necessary to evidence compliance with applicable agreements and covenants made by the Agency in the Resolution. The Trustee shall have no duty to review, verify or analyze the information in such annual audit reports and shall hold such audit report solely as a repository for the benefit of the Beneficial Owners. The Trustee shall not be deemed to have notice of any information contained therein, default or Event of Default which may be disclosed therein in any manner.

C. The reports, statements, and other documents required to be furnished to the Trustee pursuant to any provisions of the Resolution shall be available for the inspection of Registered Owners at the corporate trust office of the Trustee and shall be mailed to each Registered Owner, investment banker, security dealer, or other person interested in the Series 2013 Bonds who shall file a written request therefor with the Agency.

D. The Agency shall file with the Trustee (i) forthwith upon becoming aware of any Event of Default under Article XI a Written Certificate of the Agency specifying such Event of Default; and (ii) no later than five months following the end of each Fiscal Year a Written Certificate of the Agency stating that, to the best of the knowledge and belief of the Authorized Officer of the Agency executing such Written Certificate, except for any Event of Default then existing which shall have been specified in the Written Certificate of the Agency referred to in (i) above, the Agency has kept, observed, performed, and fulfilled each and every one of its covenants and obligations contained in the Resolution, and there does not exist at the date of such Written Certificate any Event of Default by the Agency under this Bond Resolution or any Event of Default under Article XI or other event which, with the lapse of time specified in Section 11.1, would become an Event of Default under Article XI, or, if any such Event of Default under Article XI or other event shall so exist, specifying the same and the nature and status thereof.

Section 9.15 Further Assurances

A. The Agency will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Bond Resolution, and for the better assuring and confirming unto the Registered Owners of the Series 2013 Bonds of the rights and benefits provided in the Bond Resolution.

B. The Agency shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Agency under the provisions of the URA Acts and this Bond Resolution.

C. Upon the date of authentication and delivery of the Series 2013 Bonds, all conditions, acts and things required by law and this Bond Resolution to exist, to have happened and to have been performed precedent to and in the issuance of such Series 2013 Bonds shall exist, have happened and have been performed and the issuance of such Series 2013 Bonds shall exist, have happened and have been performed and the issue of such Series 2013 Bonds, together with all other indebtedness of the Agency, shall comply in all respects with the applicable laws of the State of Idaho.

D. The Series 2013 Bonds are issued in connection with an urban renewal project, as defined in the Law. Accordingly, in any suit, action or proceeding involving the validity or enforceability of the Series 2013 Bonds, the Series 2013 Bonds shall be conclusively deemed to have been issued for such purpose and such urban renewal project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of the Law.

Section 9.16 Compliance With the Resolution

The Agency will not issue, or permit to be issued, any Series 2013 Bonds in any manner other than in accordance with the provisions of this Bond Resolution and will not suffer or permit any default to this Bond Resolution, but will faithfully observe and perform all the covenants, conditions, and requirements thereof. The Agency will make, execute, and deliver any and all such further resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Bond Resolution, and for the better assuring and confirming unto the Registered Owners of the Series 2013 Bonds of the rights, benefits, and security provided in the Resolution. The Agency for itself, its successors and assigns, represents, covenants, and agrees with the Registered Owners of the Series 2013 Bonds, as a material inducement to the purchase of the Series 2013 Bonds, that so long as any of the Series 2013 Bonds shall remain Outstanding and the principal or redemption price thereof or interest thereon shall be unpaid or unprovided for, it will faithfully perform all of the covenants and agreements contained in this Bond Resolution and the Series 2013 Bonds.

Section 9.17 Power to Issue Series 2013 Bonds and Pledge Pledged Revenues and Other Funds

The Agency is duly authorized under all applicable laws to issue the Series 2013 Bonds, to enter into the Purchase Agreement, Development Documents, and the Amendment, and to adopt the Resolution and to pledge the Pledged Revenues and other moneys, securities, and funds purported to be pledged by this Bond Resolution in the manner and to the extent provided in this Bond Resolution. The Series 2013 Bonds and the provisions of this Bond Resolution are and will be the valid and legally enforceable obligations of the Agency in accordance with their terms and the terms of this Bond Resolution. The Agency shall at all times, to the extent permitted by law, defend, preserve, and protect the pledge of the Pledged Revenues and other moneys, securities, and funds pledged under this Bond Resolution and all the rights of the Registered Owners under this Bond Resolution against all claims and demands of all persons whomsoever.

Section 9.18 Arbitrage; Special Tax Covenants

The Agency shall comply with the provisions of this Section unless, in the written opinion of nationally recognized bond counsel to the Agency, such compliance is not required in order to maintain the exemption of the interest on the Series 2013 Bonds from federal income taxation.

The Agency hereby covenants that it will not make any use of the proceeds of sale of the Series 2013 Bonds or any other funds of the Agency which may be deemed to be proceeds of such Series 2013 Bonds pursuant to Section 148 of the Code which will cause the Series 2013 Bonds to be “arbitrage bonds” within the meaning of said Section. The Agency will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Series 2013 Bonds) throughout the term of the Series 2013 Bonds.

The Agency hereby further covenants that it will comply with the registration requirements of Section 149(a) of the Code so long as any portion of the Series 2013 Bonds is Outstanding.

The Agency hereby further covenants that it will not take any action or permit any action to be taken that would cause the Series 2013 Bonds to constitute “private activity bonds” under Section 141 of the Code.

Section 9.19 Private Person Use Limitation

The Agency shall comply with the provisions of this Section unless, in the written opinion of nationally recognized bond counsel to the Agency, such compliance is not required in order to maintain the exemption of the interest on the Series 2013 Bonds from federal income taxation.

The Agency covenants that so long as any portion of the Series 2013 Bonds are Outstanding, it will not permit:

(a) More than 10% of the principal or interest payments on the Series 2013 Bonds in a Bond Year to be (under the terms of this Bond Resolution or any underlying arrangement) directly or indirectly: (i) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (ii) derived from payments (whether or not made to the Agency) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The Agency further covenants that, if:

(b) More than 5% of the Net Proceeds of the Series 2013 Bonds are used for any Private Person Use; and

(c) More than 5% of the principal or interest payment on the Series 2013 Bonds in a Bond Year are (under the terms of this Bond Resolution or any underlying arrangement) directly or indirectly: (i) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private

Person Use, or (ii) derived from payments (whether or not made to the Agency) in respect of property, or borrowed money, used or to be used for any Private Person Use;

then, (i) any Private Person Use of the Project described in subsection (c) hereof or Private Person Use payments in excess of the 5% limitation described in such subsections (b) or (c) will be for a Private Person Use that is related to the state or local governmental use of the Project, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Series 2013 Bonds used for the state or local governmental use portion of the Project to which the Private Person Use of such portion of the Project relates. The Agency further covenants that it will comply with any limitations on the use of the Project by other than state and local governmental users that are necessary, in the opinion of nationally recognized bond counsel, to preserve the tax exemption of the interest on the Series 2013 Bonds.

Section 9.20 Private Loan Limitation

The Agency shall comply with the provisions of this Section unless, in the written opinion of nationally recognized bond counsel to the Agency, such compliance is not required in order to maintain the exemption of the interest on the Series 2013 Bonds from federal income taxation.

The Agency covenants that so long as any portion of the Series 2013 Bonds is Outstanding, it will not permit Bond proceeds in excess of 5% of the Net Proceeds of the Series 2013 Bonds to be used (directly or indirectly) to make loans (other than loans that enable a borrower to finance a governmental tax or assessment of general application for a specific essential governmental function) to a Private Person.

Section 9.21 Federal Guaranty Prohibition

The Agency shall comply with the provisions of this section unless, in the written opinion of nationally recognized bond counsel to the Agency, such compliance is not required in order to maintain the exemption of the interest on the Series 2013 Bonds from federal income taxation.

The Agency covenants that so long as any portion of the Series 2013 Bonds is Outstanding, it will not take any action or permit or suffer any action to be taken if the result thereof would be to cause the Series 2013 Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code and any regulations promulgated thereunder.

Section 9.22 Opinions of Bond Counsel

Whenever an opinion of bond counsel is rendered in connection with any provision of this Bond Resolution, the opinion shall affirmatively state, in a manner acceptable to the Agency and the Trustee, that interest on the Series 2013 Bonds is excluded from gross income for federal income tax purposes and will remain so after the action in question.

Section 9.23 No Litigation

There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Agency threatened or contemplated (or any basis therefor) wherein an

unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of any of the accompanying documents.

Section 9.24 No Defaults

The Agency is not in violation of any provision of or in default under any indenture, mortgage, deed of trust, indebtedness, agreement, instrument, judgment, decree, order, statute, rule, regulation or restriction to which the Agency, as the case may be, is a party or by which the Agency or its property is subject or bound, other than violations and defaults the effect of which would have no material adverse effect on the financial position or results of operation of the Agency and which would have no effect on the transactions contemplated by the accompanying documents. There is no provision of any judgment, decree, order, statute, rule, regulation or other restriction that materially adversely affects the business, properties, assets, liabilities or condition (financial or other) of the Agency.

Section 9.25 No Conflict

The Agency's adoption of this Resolution and authorization, execution, and delivery of the Series 2013 Bonds, and the Agency's compliance with the provisions thereof under the circumstances contemplated therein, do not and will not in any material respect conflict with or constitute, on the part of the Agency, a breach of or default (i) under any regulation, order, or consent decree known to us of any court, administrative agency, arbitrator, regulatory body, or governmental tribunal to which the Agency is subject; or (ii) under any indenture, agreement, or other instrument to which the Agency is a party.

Section 9.26 Covenants. The Agency and the Trustee hereby acknowledge that Developer and the Agency have agreed in the Development Agreement to enter into the Covenants, and the Agency hereby agrees to cooperate or direct to the Trustee to cooperate (at the Agency's expense) in the construction of the Project and to take any actions that may be required by the Agency or the Trustee at the Agency's direction to finalize and record the Covenants at the Agency's expense (it being understood that the Trustee shall not be responsible for the recordation of the Covenants) and to evidence their consent thereto (which consent, in the case of the Trustee, the Agency will authorize and direct the Trustee to give). In taking any actions required under this Section, the Trustee shall have no responsibility or liability with respect to such action, and shall not be bound to make any investigation into the facts or matters stated in any covenant, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document relating hereto. The Trustee may act upon the opinion or advice of an attorney or other advisors in connection with its duties hereunder.

The Facilities shall be encumbered by and shall benefit from the obligations and non-exclusive beneficial rights created by the Covenants, notwithstanding that the Covenants may be executed and recorded prior to or after the date hereof.

Section 9.27 Continuing Disclosure. The Agency and the Trustee hereby covenant and agree that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, failure of the Agency or the Trustee to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default under this Resolution; however, the Trustee may (and, at the request of any participating underwriter or the holders of at least 25% aggregate principal amount of Outstanding Bonds, shall) or any Registered Owner may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Agency or the Trustee, as the case may be, to comply with its obligations under this Section.

**ARTICLE X
MODIFICATION OR AMENDMENT OF RESOLUTION**

Section 10.1 Amendments Permitted

A. The Resolution and the rights and obligations of the Agency and of the Registered Owners of the Series 2013 Bonds may be modified or amended at any time by a supplemental resolution and pursuant to the affirmative vote at a meeting of Registered Owners, or with the written consent without a meeting, (1) of the Registered Owners of at least sixty percent (60%) in aggregate principal amount of the Series 2013 Bonds then Outstanding, and (2) in case the modification or amendment changes the terms of any Mandatory Redemption Amounts, of the Registered Owners of at least sixty percent (60%) in principal amount and maturity entitled to such Mandatory Redemption Amounts and then Outstanding; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Series 2013 Bonds remain Outstanding, the consent of the Registered Owners of Series 2013 Bonds shall not be required and Series 2013 Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Series 2013 Bonds under this section. No such modification or amendment shall (x) extend the fixed maturity of any Bond, or reduce the principal amount or redemption price thereof, or change the rate or extend the time of payment of interest thereon, without the consent of the Registered Owner of each Bond so affected and the consent of the Agency, or (y) reduce the aforesaid percentage of Series 2013 Bonds required for the affirmative vote or written consent to an amendment or modification of the Resolution, without the consent of the Registered Owners of all of the Series 2013 Bonds then Outstanding and the consent of the Agency, or (z) without its written consent thereto, modify any of the rights or obligations of the Trustee.

B. The Resolution and the rights and obligations of the Agency and of the Registered Owners of the Series 2013 Bonds may also be modified or amended at any time by a Supplemental Resolution and amendment to the Resolution, without the consent of any Registered Owners, but only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the Agency in the Resolution contained, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the Agency;

(2) to make such provisions for the purpose of curing any ambiguity, or of curing or correcting any defective provision contained in the Resolution, or in regard to questions arising under the Resolution, as the Agency may deem necessary or desirable,

and which shall not materially adversely affect the interests of the Trustee or the Registered Owners of the Series 2013 Bonds;

(3) to provide for the issuance of the Series 2013 Bonds pursuant to a book-entry system or as uncertificated public obligations pursuant to the provisions of the Registered Public Obligations Act, Chapter 9 of Title 57, Idaho Code; and

(4) during the term of any credit enhancement agreements (including, without limitation, standby bond purchase agreements and letters of credit) permitted in Section 57-231, Idaho Code, to amend any provisions of the Resolution which is intended solely to be for the benefit of the issuer of the credit enhancement agreement.

C. Such Supplemental Resolution shall become effective as of the date of its adoption or such later date as shall be specified in such Supplemental Resolution. No such modification or amendment shall affect the rights or obligations of the Trustee without its prior written consent. If the Trustee's prior written consent to such modification or amendment is required hereunder, it shall be entitled to receive and rely upon an opinion of counsel that such amendment or modification does not materially adversely affect the interests of the Registered Owners of the Series 2013 Bonds and that it complies with the terms of this Article X.

D. Copies of any modification or amendment to the Resolution shall be sent to any rating agency maintaining a rating on the Series 2013 Bonds at least 10 days prior to the effective date thereof.

Section 10.2 Registered Owners' Meetings

A. The Trustee may, and upon the Written Certificate of the Agency shall, at any time, call a meeting of the Registered Owners of Series 2013 Bonds, to be held at such place as may be selected by the Trustee and specified in the notice calling such meeting. Written notice of such meeting, stating the time and place of meeting and in general terms the business to be submitted, shall be mailed by the Trustee, postage prepaid, not less than thirty (30) nor more than sixty (60) days before such meeting, to each Registered Owner of Series 2013 Bonds then Outstanding at his address, if any, appearing upon the Bond Register of the Agency. The cost and expense of the giving of such notice shall be borne by the Agency, and the Trustee shall be reimbursed by the Agency for any expense incurred by it.

B. Prior to calling any meeting of the Registered Owners of Series 2013 Bonds, the Trustee shall adopt regulations for the holding and conduct of such meeting, and copies of such regulations shall be filed at the corporate trust office of the Trustee and at the office of the Agency and shall be open to the inspection of all Registered Owners. The regulations shall include such provisions as the Trustee may deem advisable for evidencing the ownership of Series 2013 Bonds, for voting in person or by proxy, for the selection of temporary and permanent officers to conduct the meeting and inspectors to tabulate and canvass the votes cast thereat, the adjournment of any meeting and the records to be kept of the proceedings of such meeting, including rules of order for the conduct of such meeting and such other regulations as, in the opinion of the Trustee, may be necessary or desirable.

C. No resolution adopted by such meeting of Registered Owners shall be binding unless and until a valid Supplemental Resolution has been passed containing the modifications or amendments authorized by the resolution adopted at such meeting. Such Supplemental

Resolution shall become effective upon the filing with the Trustee of the resolution adopted at such meeting and such Supplemental Resolution.

Section 10.3 Amendment by Written Consent

The Agency may at any time adopt a valid Supplemental Resolution amending the provisions of the Series 2013 Bonds or of the Resolution, to the extent that such an amendment is permitted by this article, to become effective when and as approved by written consent of the Registered Owners and as provided in this section. Such Supplemental Resolution shall not be effective unless there shall have been filed with the Agency or the Trustee the written consents of the necessary number of Registered Owners of the Series 2013 Bonds then Outstanding and a notice shall have been mailed as hereinafter in this section provided. It shall not be necessary for the consent of the Registered Owners under this section to approve the particular form of any proposed Supplemental Resolution, but it shall be sufficient if such consent shall approve the substance thereof. Each such consent shall be effective only if accompanied by proof of ownership of the Series 2013 Bonds for which such consent is given, which proof shall be such as is permitted by Section 13.3. Any such consent shall be binding upon the Registered Owner of the Series 2013 Bonds giving such consent and on any subsequent Registered Owner thereof (whether or not such subsequent Registered Owner has notice thereof) unless such consent is revoked in writing by the Registered Owner of the Series 2013 Bonds giving such consent or a subsequent Registered Owner thereof by filing such revocation with the Agency prior to the date when the notice hereinafter in this section provided for has been mailed. Notice of the fact of the adoption of such Supplemental Resolution shall be mailed by the Agency to Registered Owners (but failure to mail copies of such notice shall not affect the validity of the Supplemental Resolution when assented to by the requisite percentage of the Registered Owners of the Series 2013 Bonds as aforesaid).

Section 10.4 Disqualified Series 2013 Bonds

Series 2013 Bonds owned or held by or for the account of the Agency shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Series 2013 Bonds in this article provided for, and shall not be entitled to vote or consent to, or to take, any other action provided for in this article; except that in determining whether the Trustee shall be protected in relying upon any such vote, consent or other action of a Registered Owner, only Bonds which the Trustee actually knows to be owned or held by or for the account of the Agency shall be disregarded, unless all Series 2013 Bonds are so owned or held, in which case all such Series 2013 Bonds shall be deemed Outstanding and shall be entitled to vote, consent to or take any other action provided for in this article.

Section 10.5 Effect of Modification or Amendment

When any Supplemental Resolution modifying or amending the provisions of the Resolution or any Supplemental Resolution shall become effective, as provided in this article, the Resolution or such Supplemental Resolution shall be and be deemed to be modified and amended in accordance therewith and the respective rights, duties and obligations under the Resolution or such Supplemental Resolution of the Agency, the Trustee and all Registered Owners of Series 2013 Bonds Outstanding hereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Resolution shall be and be deemed to be part of

the terms and conditions of the Resolution or such Supplemental Resolution for any and all purposes.

Section 10.6 Endorsement or Replacement of Series 2013 Bonds Issued After Amendments

The Agency or the Trustee may determine that Series 2013 Bonds executed and delivered after the effective date of a Supplemental Resolution adopted as provided in this article shall bear a notation, by endorsement or otherwise, in form approved by the Agency, as to the modification or amendment provided for by such Supplemental Resolution. In that case, upon demand of the Registered Owner of any Bond Outstanding at such effective date and presentation of his Bond for the purpose at the corporate trust office of the Trustee or at such other office as the Agency may select and designate for that purpose, a suitable notation shall be made on such Bond. The Agency may determine that new Series 2013 Bonds, so modified as in the opinion of the Agency is necessary to conform to such Supplemental Resolution shall be prepared, executed and delivered. In that case, upon demand of the Registered Owner of any Bond then Outstanding, such new Series 2013 Bonds shall be exchanged at the principal corporate trust office of the Trustee without cost to any Registered Owner, for Series 2013 Bonds then Outstanding, upon surrender of such Series 2013 Bonds.

ARTICLE XI

EVENTS OF DEFAULT

Section 11.1 Events of Default

If any one or more of the following Events of Default shall occur, it is hereby declared to constitute an "event of default":

- (1) failure to make the due and punctual payment of any Principal Installment of a Bond when and as the same shall become due and payable, whether at maturity, by call for redemption, or declaration or otherwise;
- (2) failure to make the due and punctual payment of any installment of interest on any Bond, when and as such interest installment shall become due and payable;
- (3) failure by the Agency to perform or observe any other of the covenants, agreements, or conditions on its part in this Resolution or in the Series 2013 Bonds issued hereunder and the continuation of such default for a period of sixty (60) days after written notice thereof to the Agency by the Underwriter specifying such failure and requiring the same to be remedied;
- (4) a judgment for the payment of money shall be rendered against the Agency, and any such judgment shall not be discharged within one hundred eighty (180) days of the entry thereof, or an appeal shall not be taken therefrom or from the order, decree of process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to set aside or stay the execution of or levy under such judgment, or order, decree or process or the enforcement thereof;

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(5) dissolution or liquidation of the Agency or the filing by the Agency of a voluntary petition in bankruptcy, or the commission by the Agency of any act of bankruptcy, or adjudication of the Agency as a bankrupt, or assignment by the Agency for the benefit of its creditors, or the entry by the Agency into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Agency in any proceeding for its reorganization instituted under the provisions of the federal bankruptcy act, as amended, or under any similar act in any jurisdiction which may now be in effect or which may hereafter be enacted;

(6) if an order or decree shall be entered, with the consent or acquiescence of the Agency, appointing a receiver or receivers of the Project, or any part thereof, or if such order or decree, having been entered without the consent and acquiescence of the Agency, shall not be vacated or discharged or stayed within ninety (90) days after the entry thereof;

then, and in each and every such case, so long as such Event of Default shall not have been remedied, unless the Outstanding amount of the Series 2013 Bonds shall have already become due and payable, the Trustee (by thirty (30) days' written notice to the Agency), or the Registered Owners of not less than twenty-five percent (25%) of the Series 2013 Bonds then Outstanding (by notice in writing to the Agency and the Trustee) may declare the Series 2013 Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this Bond Resolution or in the Series 2013 Bonds contained to the contrary notwithstanding. The right of the Trustee or the Registered Owners of not less than twenty-five percent (25%) of the Series 2013 Bonds then Outstanding to make any such declaration as aforesaid, however, is subject to the condition that if, at any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of Debt Service on the Series 2013 Bonds, together with interest on such overdue installments of Debt Service to the extent permitted by law and reasonable and proper charges, if any, and all other sums then payable by the Agency under this Bond Resolution (except the principal of, and interest accrued since the next preceding Debt Service payment date on, the Series 2013 Bonds due and payable solely by virtue of such declaration) shall either be paid by or for the account of the Agency or provision satisfactory to the Trustee shall be made for such payment, and all defaults under the Series 2013 Bonds or under this Bond Resolution (other than the payment of principal and interest due and payable, solely by reason of such declaration) shall be made good or be secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the Registered Owners of not less than sixty percent (60%) of the Series 2013 Bonds then Outstanding, by written notice to the Agency and the Trustee, may rescind such declaration and annul such default in its entirety or, if the Trustee shall have acted itself without direction of the Registered Owners of the Series 2013 Bonds it may rescind such declaration and annul such default in its entirety, or if the Trustee shall have acted upon the direction of the Registered Owners of not less than sixty percent (60%) of the Series 2013 Bonds then Outstanding, unless there shall have been delivered to the Trustee written direction to the contrary by the Registered Owners of a majority in principal amount of the Series 2013 Bonds then Outstanding, the Trustee may rescind such declaration and annul such default in its entirety. No such rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

Section 11.2 Other Remedies

A. Lawsuits. If any Event of Default shall have happened and shall not be remedied, the Trustee may take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance or observance of any obligations, agreements, or covenants of the Agency under this Resolution.

Section 11.3 Accounting and Examination of Records in Event of Default

A. The Agency covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the Agency and all other records relating to the Project shall at all reasonable times be subject to the inspection and use of the Trustee and of its agents and attorneys.

B. The Agency covenants that if an Event of Default shall happen and shall not have been remedied, the Agency, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all moneys, securities, and funds pledged or held under this Bond Resolution for such period as shall be stated in such demand.

Section 11.4 Application of Funds and Moneys in Event of Default

A. The Agency covenants that if an Event of Default shall happen and shall not have been remedied, the Agency, upon demand of the Trustee, shall pay over or cause to be paid over to the Trustee (i) forthwith, all moneys, securities, and funds then held by the Agency in any Fund under this Bond Resolution, and (ii) all Pledged Revenues as promptly as practicable after receipt thereof.

During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, funds, including without limitation, the moneys and investments in the Debt Service Account and Debt Service Reserve Account and Pledged Revenues received by the Trustee pursuant to any right given or action taken under the provisions of this Section 11.4 as follows and in the following order :

(1) Compensation and Expenses of Trustee. To the payment of the reasonable and proper compensation, charges, expenses and liabilities of the Trustee;

(2) Operating Costs. To the payment of the amounts required for reasonable and necessary Operation and Maintenance Expenses as necessary, as directed by a majority of the Registered Owners, to prevent deterioration of the Project or loss of Pledged Revenues therefrom. For this purpose the books or record and accounts of the Agency relating to the Project shall at all times be subject to the inspection of the Trustee, its representatives and agents, and Registered Owners during the continuance of such Event of Default;

(3) Principal or Redemption Price and Interest. To the payment of the interest and principal or redemption price then due on the Series 2013 Bonds as follows:

(a) unless the principal of all of the Series 2013 Bonds shall have become or have been declared due and payable;

First: Interest - To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest of the Series 2013 Bonds theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: Principal or redemption price - To the payment to the persons entitled thereto of the unpaid principal or redemption price of the Series 2013 Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Series 2013 Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or redemption due on such date, to the persons entitled thereto, without any discrimination or preference;

(b) if the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Series 2013 Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Series 2013 Bonds.

B. If and whenever all overdue installments of interest on the Series 2013 Bonds, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the Agency under this Bond Resolution, including the principal and redemption price of and accrued unpaid interest on the Series 2013 Bonds which shall then be payable by declaration or otherwise, shall either be paid by the Trustee for the account of the Agency, or provision satisfactory to the Trustee shall be made for such payment, and all Events of Default under this Bond Resolution shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Agency and the Trustee shall be restored, respectively, to their former positions and rights under this Bond Resolution. No such restoration of the Agency and the Trustee in their former positions and rights shall extend to or affect any subsequent Events of Default under this Bond Resolution or impair any right consequent thereon.

Section 11.5 Rights and Remedies of Registered Owners

A. No Registered Owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, with respect to this Resolution, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless

(1) such Registered Owner has previously given written notice to the Trustee of a continuing Event of Default;

(2) the Registered Owners of not less than twenty-five percent (25%) in principal amount of the Series 2013 Bonds shall have made written request to the Trustee

to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Registered Owners have offered to the Trustee reasonable indemnity against the costs, expenses, and liabilities to be incurred in compliance with such request;

(4) the Trustee for sixty (60) days after its receipt of such notice, request, and offer of indemnity has failed to institute any such proceedings; and

(5) no direction inconsistent with such written request has been given to the Trustee during such sixty-day period by the Registered Owners of a majority in principal amount of the Series 2013 Bonds; it being understood and intended that no one or more Registered Owner of Bond shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Resolution to affect, disturb, or prejudice the rights of any other Registered Owner of Series 2013 Bonds, or to obtain or to seek to obtain priority or preference over any other Registered Owner, or to enforce any right under this Resolution, except in the manner herein provided and for the equal and ratable benefit of all the Registered Owners of Series 2013 Bonds.

B. The Registered Owners of a majority in principal amount of the Outstanding Series 2013 Bonds shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, provided that:

(1) such direction shall not be in conflict with any rule of law or this Resolution, and

(2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

Section 11.6 Appointment of Receiver

Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Registered Owners, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the trust estate created hereby, including, without limitation, the proceeds of the sale of Series 2013 Bonds, the Pledged Revenues, and the funds, including the investments, if any, thereof, pending such proceedings, with such powers as a court making such appointments shall confer.

Section 11.7 Proceedings Brought by Trustee

A. If an Event of Default shall happen and shall have not been remedied, then and in every such case the Trustee, by its agents, and attorneys, may proceed, and upon written request of the Registered Owners of not less than twenty-five percent (25%) in principal amount of the Series 2013 Bonds then Outstanding and being indemnified to its satisfaction, shall proceed to protect and enforce its rights and the rights of the Registered Owners of the Series 2013 Bonds under this Bond Resolution forthwith by a suit or suits in equity or at law, whether for the specified performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the Agency as if the Agency were the Trustee of an

express trust, or in the enforcement of any other legal or equitable right as shall be deemed most effectual to enforce any of such rights or to perform any of its duties under this Bond Resolution.

B. All rights of action under this Bond Resolution may be enforced by the Trustee without the possession of any of the Series 2013 Bonds or the production thereof on the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

C. The Registered Owners of not less than a majority in principal amount of the Series 2013 Bonds at the time Outstanding may direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, provided that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by its counsel that the action or proceeding so directly may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability (it being understood that the Trustee is not obligated to make the following determination) or be unjustly prejudicial to the Registered Owners of the Series 2013 Bonds not parties to such direction.

D. Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under this Bond Resolution the Trustee shall be entitled to exercise any and all rights and powers conferred in this Bond Resolution and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

E. Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Registered Owners of a majority in principal amount of the Series 2013 Bonds then Outstanding, and furnished with security and indemnity satisfactory to it, shall be under no obligation to institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under this Bond Resolution by any acts which may be unlawful or in violation of this Bond Resolution, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interest and the interests of the Registered Owners. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Registered Owner of the Series 2013 Bonds any plan of reorganization, arrangement, adjustment, or composition affecting the Series 2013 Bonds or the rights of any Registered Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Registered Owner of 2013 Bonds in any such proceeding without the approval of the Registered Owners so affected.

Section 11.8 Remedies Not Exclusive

No remedy by the terms of this Bond Resolution conferred or reserved to the Trustee or the Registered Owners of this Series 2013 Bonds is intended to be exclusive of any other remedy, but each and every such remedy given under this Bond Resolution or existing at law or in equity or by statute on or after the date of adoption of this Bond Resolution shall be available to the Trustee and the Registered Owners.

Section 11.9 Effect of Waiver and Other Circumstances

A. No delay or omission of the Trustee or any Registered Owner to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or be an acquiescence therein; and every power and remedy given by this section to the Trustee or to the Registered Owners

may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Registered Owners.

B. Prior to the declaration of maturity of the Series 2013 Bonds as provided in the Bond Resolution, the Registered Owners of not less than sixty-six and two-thirds percent (66-2/3%) in principal amount of the Series 2013 Bonds at the time Outstanding, or their attorney-in-fact duly authorized, may on behalf of the Registered Owners of all of the Series 2013 Bonds waive any past default under this Bond Resolution and its consequences, except a default in the payment of interest on, principal of, or premium (if any) on any of the Series 2013 Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 11.10 Notice of Event of Default

The Trustee shall promptly mail to the Agency, and to the Registered Owners of the Series 2013 Bonds then Outstanding, written notice of the occurrence of any Event of Default.

ARTICLE XII

DEFEASANCE

Section 12.1 Discharge of Indebtedness

A. If the Agency shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of all Series 2013 Bonds the principal of or redemption price, if applicable, and interest due or to become due thereon, if applicable, at the times and in the manner stipulated therein and in the Resolution, or such Series 2013 Bonds shall have been deemed to have been paid as provided in this Resolution, then the pledge of any Pledged Revenues, and other moneys, securities and funds pledged under the Resolution and all covenants, agreements and other obligations of the Agency to the Registered Owners, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Agency to be prepared and filed with the Agency and, upon the request of the Agency, shall execute and deliver to the Agency all such instruments as may be desirable, and prepared by or on behalf of the Agency, to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Agency all moneys or securities held by it pursuant to the Resolution which are not required for the payment of principal or redemption price, if applicable, on Series 2013 Bonds.

B. Series 2013 Bonds or interest installments the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the Agency of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection A of this section. All Outstanding Series 2013 Bonds shall prior to the maturity thereof be deemed to have been paid within the meaning and with the effect expressed in subsection A of this section if (1) in case any of said Series 2013 Bonds are to be redeemed on any date prior to their maturity, the Agency shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail to the Registered Owners of such Series 2013 Bonds, notice of redemption of such Series 2013 Bonds on said date, (2) there shall have been deposited with the

Trustee either moneys in an amount which shall be sufficient, or Investment Securities (including any Investment Securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient (as evidenced by the report of a verification agent or independent accounting firm delivered to the Trustee), to pay when due the principal or redemption price, as applicable, and interest due and to become due, if applicable, on said Series 2013 Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and, as evidenced by an opinion of bond counsel delivered to the Trustee, without adversely affecting the tax-exempt status of the interest on said Series 2013 Bonds taxable under the Code, and (3) in the event said Series 2013 Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Agency shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, first class postage prepaid, a notice to the Registered Owners of such Series 2013 Bonds that the deposit required by (2) above has been made with the Trustee and that said Series 2013 Bonds are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price is applicable, and interest due or to become due, if applicable, on said Series 2013 Bonds. Notwithstanding the foregoing, in the case of any Series 2013 Bonds that are payable from amounts drawn on or derived under any credit enhancement arrangement as provided in Section 57-231, Idaho Code, the moneys and Investment Securities referred to in clause (2) of the preceding sentence shall be deemed to refer only to (i) moneys drawn or derived, or Investment Securities acquired with moneys drawn or derived, under such credit enhancement arrangement, or (ii) moneys or Investment Securities which have been on deposit with the Trustee for 123 days during which period no Event of Bankruptcy shall have occurred, unless an opinion of nationally recognized counsel in the field of bankruptcy law is filed with the Trustee to the effect that such moneys and Investment Securities are not subject to the avoidance powers of a trustee in bankruptcy under the provisions of Section 544(b) or Section 547(b) of the United States Bankruptcy Code, Title 11, U.S.C., in which case such moneys or Investment Securities need not be on deposit with the Trustee as heretofore required in this sub-clause (ii). Neither Investment Securities nor moneys deposited with the Trustee pursuant to this section nor principal or interest payments on any such Investment Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Series 2013 Bonds; provided that any cash received from such principal or interest payments on such Investment Securities deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Investment Securities maturing at times and in amounts sufficient to pay when due the principal or maturity amount or redemption price, as applicable, and interest to become due on said Series 2013 Bonds on and prior to such Redemption Date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Agency, as received by the Trustee, free and clear of any trust, lien or pledge.

Section 12.2 Unclaimed Moneys

Anything in the Resolution to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of any of the Series 2013 Bonds which remain unclaimed for five (5) years after the date when such Series 2013 Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee at such date, or for one year after the date of deposit of such moneys if deposited with the Trustee after the said date when such Series 2013 Bonds become due and

payable, shall be paid by the Trustee (without liability for interest) to the State of Idaho free from the trusts created by this Resolution for deposit in its unclaimed property account. Thereafter, Registered Owners of the Series 2013 Bonds shall be entitled to recourse only against the State of Idaho pursuant to its unclaimed property procedure. The State of Idaho shall not be liable for any interest on the sums paid to it pursuant to this section and shall not be regarded as a trustee or trustees of such money. If the monies are not claimed and paid over or delivered as an allowed claim, the monies shall become payable by escheat to the State of Idaho.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Benefits of Resolution Limited to Parties

Nothing in the Resolution, expressed or implied, is intended to give to any person other than the Agency, the Trustee, and the Registered Owners of the Series 2013 Bonds, any right, remedy or claim under or by reason of the Resolution. Any covenants, stipulations, promises or agreements in the Resolution contained by and on behalf of the Agency shall be for the sole and exclusive benefit of the Agency, the Trustee and the Registered Owners of the Series 2013 Bonds.

Section 13.2 Successor is Deemed Included in All References to Predecessor

Whenever in the Resolution either the Agency or the Trustee or any paying agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in the Resolution contained by or on behalf of the Agency, the Trustee or any paying agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 13.3 Execution of Documents By Registered Owners

Any request, declaration or other instrument which the Resolution may require or permit to be executed by Registered Owners may be in one or more instruments of similar tenor, and shall be executed by Registered Owners in person or by their attorneys appointed in writing.

Except as otherwise expressly provided, the fact and date of the execution by any Registered Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the amount of Series 2013 Bonds transferable by delivery held by any person executing such request, declaration or other instrument or writing as a Registered Owner, and the numbers thereof, and the date of his holding such Series 2013 Bonds, may be proved by a certificate, which need not be acknowledged or verified, satisfactory to the Trustee, executed by a trust company, bank or other depository, wherever situated, showing that at the date therein mentioned such person had on

deposit with, or exhibited to, such depository the Series 2013 Bonds described in such certificate. Continued ownership after the date of deposit stated in such certificate may be proved by the presentation of such certificate if the certificate contains a statement by the depository that the Series 2013 Bonds therein referred to will not be surrendered without the surrender of the certificate to the depository, except with the consent of the Trustee. The Trustee may nevertheless in its discretion require further or other proof in cases where it deems the same desirable. The ownership of registered Series 2013 Bonds and the amount, maturity, number and date of holding the same shall be proved by the Bond Register.

Any request, declaration or other instrument or writing of the Registered Owners of any Bond shall bind all future Registered Owners of such Bond in respect of anything done or suffered to be done by the Agency or the Trustee in good faith and in accordance therewith or in reliance thereon.

Section 13.4 Waiver of Notice

Whenever in the Resolution the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice, and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 13.5 Cremation or Destruction of Canceled Series 2013 Bonds

The Trustee may destroy paid or canceled Series 2013 Bonds in accordance with its internal policies and procedures. The Agency may, by a written request of the Agency, direct the Trustee to furnish to the Agency a certificate of such destruction.

Section 13.6 Governing Law

The Resolution shall be governed by and construed in accordance with the laws of the State of Idaho.

Section 13.7 System of Registration

This Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Chapter 9 of Title 57, Idaho Code.

Section 13.8 Article and Section Headings

All references herein to "Articles", "Sections" and other subdivisions are to the corresponding articles, sections or subdivisions of the Resolution, and the words "herein", "hereof", "hereunder" and other words of similar import refer to the Resolution as a whole and not to any particular article, section or subdivision hereof. The headings or titles of the several articles and sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the Resolution.

Section 13.9 Partial Invalidity

If any one or more of the covenants or agreements, or portions thereof, provided in the Resolution on the part of the Agency (or of the Trustee or of any Paying Agent) to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of the Resolution or of the Series 2013 Bonds; but the Registered Owners shall retain all the rights and benefits accorded to them under the URA Acts or any other applicable provisions of law.

Section 13.10 Notices

Any notice, request, authorization, or demand required or permitted to be given by this Bond Resolution shall be deemed sufficiently given when delivered or mailed, by facsimile or other electronic means or first class mail, return receipt requested, postage prepaid, as follows: if to the Agency, at: 9 12th Ave. South, Nampa, Idaho 83651, Attn: Secretary, if to the Trustee, at: The Bank of New York Mellon Trust Company, N.A., Corporate Trust Department, 601 Union Street, Suite 520, Seattle, Washington 98101.

Section 13.11 Further Authority

The Chair of the Board of the Agency is hereby authorized to do or perform all such acts, to complete other documents, and to execute all such certificates, documents, and other instruments as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect.

Section 13.12 Repeal

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Bond Resolution shall take effect and be in full force immediately upon its passage and approval.

Section 13.13 Effective Date

This Resolution shall be of full force and effect immediately upon its adoption and approval by the Board of the Agency.

ADOPTED AND APPROVED by the Board of Commissioners of the Nampa Development Corporation on the 20th day of March, 2013.



Chair, Board of Commissioners

ATTEST:



Secretary, Board of Commissioners

EXHIBIT A
PRELIMINARY PARCEL MAP

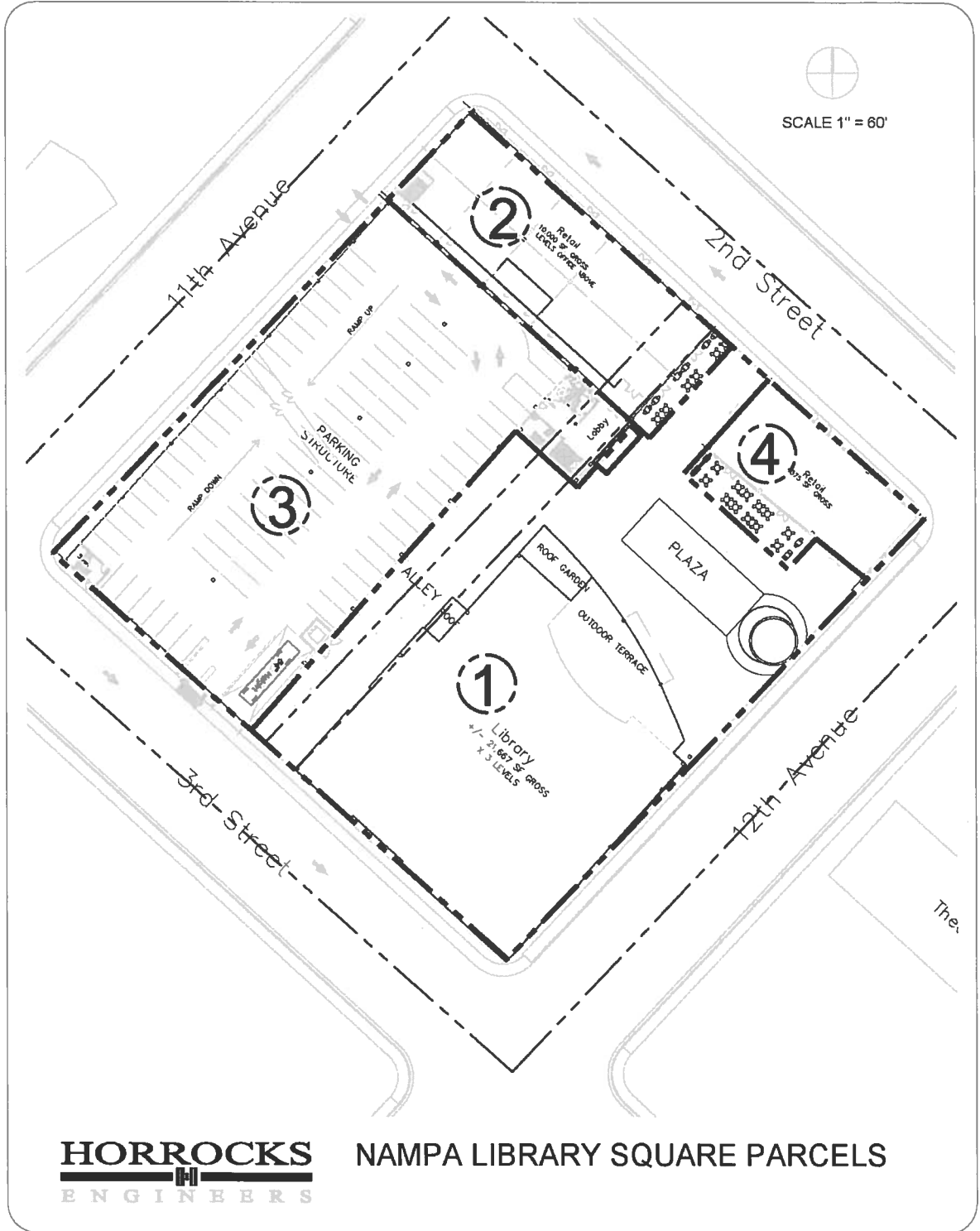


EXHIBIT B
DESCRIPTION OF THE LAND -
Preliminary Legal Descriptions

DESCRIPTION OF
LIBRARY PARCEL

AS OF NOV. 16, 2012

The following describes a parcel of real property situate in the Southwest Quarter of Section 22, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Idaho, being a portion of Block 33 of the Original Townsite of Nampa according to the Amended Plat filed in Book 1 of Plats, at Page 13, records of Canyon County, Idaho, being more particularly described as follows:

BEGINNING at the southwesterly corner of Lot 26 of said Block 33,
Thence; parallel with the centerline of 3rd Street South, N 48°19'33"W, 168.90 feet,
Thence; N41°43'30"E, 198.00 feet,
Thence; parallel with the centerline of 2nd Street South, S 48°18'10"E, 41.00 feet,
Thence; N41°43'30"E, 42.00 feet,
Thence; S48°18'10"E, 10.00 feet,
Thence; N41°43'30"E, 60.00 feet, to the northeasterly line of said Block 33,
Thence; along said northeasterly line, S48°18'10"E, 24.80 feet,
Thence; parallel with the centerline of 12th Avenue, S43°36'42"W, 61.00 feet,
Thence; parallel with the centerline of 2nd Street South, S48°18'10"E, 70.00 feet,
Thence; parallel with the centerline of 12th Avenue, N43°36'42"E, 20.00 feet,
Thence; parallel with the centerline of 2nd Street South, S48°18'10"E, 33.00 feet,
to the northwesterly line of said Block 33,
Thence; along said northwesterly line, S43°36'42"W, 259.00 feet, to the Point of Beginning.

The above described parcel of real property contains 0.958 acres (41,739 square feet), more or less.

DESCRIPTION OF
GARAGE PARCEL

The following describes a parcel of real property situate in the Southwest Quarter of Section 22, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Idaho, being a portion of Block 33 of the Original Townsite of Nampa according to the Amended Plat filed in Book 1 of Plats, at Page 13, records of Canyon County, Idaho, being more particularly described as follows:

BEGINNING at the northwesterly corner of Lot 25 of said Block 33,
Thence; parallel with the centerline of 11th Avenue, N43°38'12"E, 240.16 feet,
Thence; parallel with the centerline of 2nd Street South, S48°18'10"E, 164.00 feet,
Thence; S41°43'30"W, 42.00 feet,
Thence; parallel with the centerline of 2nd Street South, N48°18'10"W, 41.00 feet,
Thence; S41°43'30"W, 198.00 feet, to the southwesterly line of said Block 33,
Thence; parallel with the centerline of 3rd Street South, N48°19'33"W, 131.00
feet, to the Point of Beginning.

The above described parcel of real property contains 0.739 acres (32,203 square feet), more or less.

**EXHIBIT C
FORM OF BOND PURCHASE AGREEMENT**

See Transcript Document No. __

EXECUTION VERSION

assigns, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the Bond Fund from April 23, 2013, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on September 1, 2013, and semiannually on each September 1 and March 1 thereafter, until the date of maturity, prior redemption of this Bond, or until paid. Interest shall be calculated on the basis of a 360-day year and twelve 30-day months.

Both principal of and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address shall appear on the registration books of the Agency (the "Bond Register") maintained by The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). Interest shall be paid by the Trustee to the registered owner whose name appears on the Bond Register on the close of business on the fifteenth day of the month preceding the interest payment date, and if not a business day for the Trustee, the next preceding day that is a business day for the Paying Agent, at the address appearing on the Bond Register, and shall be paid by check or draft of the Trustee on the due date at the address on instructions appearing on the Bond Register, or at such other instructions or address as may be furnished in writing by such registered owner to the Trustee. Principal shall be paid to the registered owner upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee, on or after the date of maturity or prior redemption.

This Bond is a special obligation of the Agency payable solely in accordance with the terms hereof, and is not an obligation general, special, or otherwise of the City of Nampa, Canyon County, Idaho (the "City"), Canyon County, Idaho (the "County"), the State of Idaho (the "State"), or any political subdivision thereof, does not constitute a debt, legal, moral, or otherwise, of the City, the County, the State, or any political subdivision thereof, and is not enforceable against the City, the County, the State, or any political subdivision thereof, nor shall payment hereof be enforceable out of any funds of the Agency other than the revenues, fees, and charges pledged thereto in the Bond Resolution (hereinafter defined).

ADDITIONAL PROVISIONS OF THIS BOND APPEAR ON THE PAGES FOLLOWING THIS EXECUTION PAGE. SUCH ADDITIONAL PROVISIONS HAVE THE SAME EFFECT AS IF THEY WERE PRINTED HEREIN.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond and the Series 2013 Bonds of this issue does not violate any Constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the Agency may incur.

IN WITNESS WHEREOF, the Board of Commissioners of the Nampa Development Corporation (the "Board") has caused this Bond to be executed by the manual or facsimile signature of the Chair of the Board, and attested by the manual or facsimile signature of the

EXHIBIT D

EXECUTION VERSION

Secretary of the Board, and a facsimile or original of the official seal of the Agency to be imprinted hereon, as of this 23rd day of April, 2013.

NAMPA DEVELOPMENT CORPORATION

By _____
Chair, Board of Commissioners

ATTEST:

Secretary, Board of Commissioners

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the Nampa Development Corporation Revenue Allocation (Tax Increment) Bonds, Series 2013 (Library Square Project), described in the within-mentioned Bond Resolution.

The Bank of New York Mellon Company, N.A., as
Trustee

By _____
Authorized Signature

ADDITIONAL PROVISIONS

This Bond is one of a duly authorized issue of Series 2013 Bonds of like date, tenor, and effect, except for variations required to state numbers, denominations, rates of interest, and dates of maturity, aggregating \$18,320,000 in principal amount. The Series 2013 Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code (collectively, the "Act"), as the same shall be amended from time to time, and proceedings duly adopted and authorized by the Board on behalf of the Agency, more particularly the Resolution adopted by the Board on March 20, 2013, authorizing the issuance of the Series 2013 Bonds (the "Bond Resolution").

This Bond is one of the Revenue Allocation (Tax Increment) Bonds, Series 2013 (Library Square Project), of the Agency issued under the provisions of the Act for the purpose of providing funds with which to develop and construct the Project, as more particularly defined in the Bond Resolution, and payment of expenses properly incident thereto and to the issuance of the Series 2013 Bonds. The principal of, interest on, and redemption price of the Series 2013

EXHIBIT D

EXECUTION VERSION

Bonds is payable solely from Pledged Revenues, consisting of (i) the Revenue Allocation Revenues (as defined in the Bond Resolution), (ii) Net Parking Revenues (as defined in the Bond Resolution), (iii) earnings on funds and accounts established under the Bond Resolution, and (iv) other revenues the Agency may determine to subject to the lien of the Bond Resolution. The Pledged Revenues are pledged for repayment of the Series 2013 Bonds, subject to the parity lien of the Agency’s Revenue Allocation Bonds, Series 2010 (the “Series 2010 Bonds”); provided, however, the Net Parking Revenues are not pledged to payment of the Series 2010 Bonds.

This Bond is an obligation of the Agency payable solely in accordance with the terms hereof, and is not an obligation general, special, or otherwise of the City of Nampa, Canyon County, the State of Idaho, or any political subdivision thereof, does not constitute a debt, legal, moral, or otherwise, of the City of Nampa, Canyon County, the State of Idaho, or any political subdivision thereof, and is not enforceable against the City of Nampa, Canyon County, the State of Idaho, or any political subdivision thereof, nor shall payment hereof be enforceable out of any funds of the Agency other than the revenues, fees, and charges pledged thereto in the Bond Resolution. Pursuant to the Bond Resolution, sufficient revenues have been pledged and will be set aside into the Bond Fund (as defined in the Bond Resolution) to provide for the prompt payment of the principal of and interest on, and redemption price of, the Series 2013 Bonds of which this Bond is a part. For a more particular description of the Bond Fund, the revenues to be deposited therein, and the nature and extent of the security afforded thereby, reference is made to the provisions of the Bond Resolution.

This Bond shall be subject to redemption as provided and referenced in Article IV of the Bond Resolution.

Unless waived by the Registered Owner of this Bond, notice of any such redemption shall be sent by the Registrar via first class mail not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner at the address shown on the Bond Register maintained by the Trustee, or at such other address as may be furnished in writing by such Registered Owner to the Trustee. When so called for redemption, such Bond shall cease to accrue interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and such Bond shall not be deemed to be Outstanding as of such redemption date.

Reference is hereby made to the Bond Resolution for the covenants and declarations of the Agency and other terms and conditions under which this Bond and the Series 2013 Bonds of this issue have been issued. The covenants contained herein and in the Bond Resolution may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Bond Resolution.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

Tax Identification No.: _____

the within Bond and hereby irrevocably constitutes and appoints

of _____

to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT E

FORM OF WRITTEN CERTIFICATE
FOR PAYMENT OF COSTS OF CONSTRUCTION
AND COSTS OF ISSUANCE

NAMPA DEVELOPMENT CORPORATION

WRITTEN CERTIFICATE
(Costs of Construction and/or Costs of Issuance)

The undersigned, the acting Chair of the Nampa Development Corporation (the "Agency"), an independent public body corporate and politic of the State of Idaho and the urban renewal agency of the City of Nampa, Idaho, does hereby certify to The Bank of New York Mellon Trust Company, N.A., as Trustee, and request as follows:

1. The undersigned is the duly appointed and qualified and acting Chair of the Agency, and as such is familiar with the books and corporate records of the Agency.

2. I have read the provisions of Section 5.5 of Resolution No. 2013-04 (the "Resolution") adopted by the Board of Commissioners of the Agency (the "Board") on March 20, 2013, providing for issuance of the Agency's \$18,320,000 Revenue Allocation (Tax Increment) Bonds, Series 2013 (Library Square Project).

3. I have also read the provisions of Section 1.1 (Written Certificate) of the Resolution and in connection therewith have undertaken an examination and investigation of the facts and circumstances on which this Written Certificate is based in order to express an informed opinion with respect to the subject matter hereof and to make the certifications and requests contained herein, and in my opinion this Written Certificate complies with the provisions of said Sections 1.1 and 5.5 of the Resolution.

4. This is a Written Certificate contemplated by Section 5.5 of the Resolution relating to payment from the applicable Project Account in the Construction Fund of (i) Costs of Construction of the Project authorized under the Resolution, and/or (ii) Costs of Issuance.

5. The name(s) and address(es) of the person(s), firm(s) or corporation(s) to whom payment is due pursuant to the attached invoices (which invoices must include wire transfer instructions) and the amount(s) is set forth below:

Person and Address	Amount	Item
--------------------	--------	------

Total:

6. I hereby certify that the obligation(s) to be paid as a Costs of Construction was incurred and is a proper charge against the Costs of Construction and has not been heretofore included in a prior Written Certificate and is a reasonable amount against such Project Account in the Construction Fund and

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has not been heretofore included in a prior Written Certificate, and that insofar as any such obligation was incurred for work, materials, equipment, or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the acquisition of the Project or delivered at the site of the Project for that purpose or delivered for storage or fabrication or as a progress payment due on equipment being fabricated to order.

7. I hereby direct the Trustee to make the disbursements to the payee(s) described above.

8. I hereby certify that the obligation(s) to be paid as a Cost of Issuance is a proper item of the Costs of Issuance and has not been paid or heretofore included in a prior Written Certificate.

IN WITNESS WHEREOF, the undersigned has hereunto set his official signature this ____ day of _____, 201_.

Nampa Development Corporation

By: _____

Name: _____

Title: Chair, Board of Commissioners