COEUR D'ALENE URBAN RENEWAL AGENCY
D/B/A IGNITE CDA

RESOLUTION NO. 2016-09

BY THE BOARD OF COMMISSIONERS OF THE COEUR D'ALENE URBAN RENEWAL AGENCY D/B/A IGNITE CDA:

> A RESOLUTION of the Board of Commissioners of the Coeur d'Alene Urban Renewal Agency d/b/a ignite cda, authorizing its Amended and Restated Revenue Allocation Note, Series 2016, issued in the principal amount of $8,700,000, and the amendment of the Note Purchase and Security Agreement providing for the issuance of the original Revenue Allocation Note, Series 2011 (Lake District Redevelopment Project), and authorizing the Chair, Vice Chair and Executive Director to take appropriate action and providing an effective date.

THIS RESOLUTION is adopted by the Board of Commissioners (the "Board") of the Coeur d'Alene Urban Renewal Agency d/b/a ignite cda (the "Agency"), an independent public body, corporate and politic and urban renewal agency created and existing in the City of Coeur d'Alene, Idaho (the "City") under the authority of the Idaho Urban Renewal Law of 1965, as amended, Title 50, Chapter 20 of the Idaho Code, as amended, and the Local Economic Development Act, Title 50, Chapter 29, as amended;

WHEREAS, pursuant to Resolution 11-06 adopted by the Board on August 25, 2011 (the "Note Resolution"), the Agency entered into a Note Purchase and Security Agreement dated August 25, 2011 (the "Purchase Agreement") with Washington Trust Bank (the "Bank") under which the Agency borrowed up to $16,700,000 evidenced by the issuance on September 27, 2011, of its Revenue Allocation Note, Series 2011 (Lake District Redevelopment Project) (the "Original Note");

WHEREAS, the Agency issued the Original Note to finance a portion of certain costs of (i) improvements to McEuen Park, in Coeur d'Alene, Idaho, (ii) public improvements to the "Education Corridor" located on or adjacent to the North Idaho College campus in Coeur d'Alene, Idaho, and (iii) costs of issuing the Original Note;

WHEREAS, the Original Note was secured by the Agency's (i) subordinate pledge under the Purchase Agreement of the revenue allocation proceeds (the "Revenue Allocation Proceeds") received by the Agency under the Lake District Second Amended and Restated Urban Renewal Plan, adopted by the City pursuant to Ordinance No. 3337 on August 19, 2008 (the "Plan"), and

(ii) pledge of a security interest in the reserve fund established upon issuance of the Original Note initially in the amount of $1,670,000 (the "Reserve Fund"), which Reserve Fund was reduced to $1,300,000 by First Amendment to Note Purchase and Security Agreement dated February 1, 2015 (the "First Amendment to Purchase Agreement," and together with the Purchase Agreement, the "Purchase Agreement") and First Amendment to Revenue Allocation Note, Series 2011 (Lake District Redevelopment Project) dated February 1, 2015 (the "First Note Amendment," and together with the Original Note, the "Original Note");

WHEREAS, the City de-annexed certain of the property in the Lake District by adoption of the First Amendment to the Plan (the "First Plan Amendment"), resulting in a reduction in the Revenue Allocation Proceeds received by the Agency and pledged to the Bank pursuant to the Purchase Agreement to secure the Original Note;

WHEREAS, the Bank and Agency entered into the Second Amendment to Note Purchase and Security Agreement (the "Second Amendment to Purchase Agreement") to reflect that the Original Note is secured by a pledge of the Revenue Allocation Proceeds received by the Agency as a result of the de-annexation by the City pursuant to the First Plan Amendment;

WHEREAS, the Board and the Bank have agreed to further amend the Original Note to decrease the interest rate on the remaining balance thereunder and amend certain other covenants, and the Board has determined that such amendment constitutes a reissuance of the Original Note under the Internal Revenue Code;

WHEREAS, the Board desires to further amend the Purchase Agreement pursuant to the Third Amendment to Note Purchase and Security Agreement in the form attached hereto as Exhibit A (the "Third Amendment"), which Third Amendment provides for the issuance of the Amended and Restated Revenue Allocation Note, Series 2016 (the "Amended and Restated Note"), and the amendment of certain security covenants contained in the Purchase Agreement as relate to the Amended and Restated Note.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct.

Section 2. Approval of Third Amendment. The form, terms and provisions of the Third Amendment, set forth as Exhibit A hereto, are hereby approved. Except as modified therein, all terms and conditions of the Purchase Agreement remain unmodified and in full force and effect.

Section 3. Approval of Issuance of Amended and Restated Note. The Board hereby approves the issuance of the Amended and Restated Note to the Bank, in the form attached to the Third Amendment.

Section 4. Execution. The Chair or Vice Chair of the Agency are authorized to execute and the Executive Director is authorized to attest the Third Amendment and the Amended and Restated Note on behalf of the Agency.

Section 5. General Authorization; Tax-Exempt Status. The Chair, Vice Chair, Executive Director, and other appropriate officers, agents and representatives of the Agency are hereby authorized and directed to take such steps, to do such other acts and things, and to execute such documents as in their judgment may be necessary, appropriate, or desirable to carry out the terms and provisions of, and complete the transactions contemplated by, this Resolution. In addition, to maintain the tax-exempt status of the Amended and Restated Note, the officers of the Agency are authorized to enter into any required additional documents, including but not limited to, an amended Tax Certificate, as necessary, and the filing of a new 8038G with the Internal Revenue Service.

Section 6. Severability. If any one or more of the covenants and agreements provided in this Resolution to be performed on the part of the Agency shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this Resolution and shall in no way affect the validity of the other provisions of this Resolution, the Amended and Restated Note or the Purchase Agreement, as amended.

Section 7. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED this ____ day of _____, 2016.

COEUR D'ALENE URBAN RENEWAL
AGENCY d/b/a ignite cda

By: _____
Chair

ATTEST:

By: _____
Executive Director

I, the undersigned, Executive Director of the Board of Commissioners of the Coeur d'Alene Urban Renewal Agency d/b/a ignite cda, hereby certify that the foregoing Resolution is a full, true, and correct copy of Resolution No. ____, duly adopted at a regular meeting of the Agency; the meeting was held at _____, Coeur d'Alene, Idaho, on _____, 2016; all members of the Board had due notice thereof; and a majority of the members were present.

After Motion by Commissioner _____ to adopt the foregoing Resolution, and second by Commissioner _____, the Commissioners voted as follows and the Resolution was adopted:

Commissioners voting YES:

Commissioners voting NO:

Commissioners abstaining:

Commissioners absent:

I further certify that the Resolution has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

DATED _____, 2016.

_____
Executive Director

EXHIBIT A

Form of Third Amendment to Note Purchase and Security Agreement