

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting Clerk of the Commission of the City of Helena, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO LEASE-PURCHASE AGREEMENT BETWEEN THE CITY OF HELENA, MONTANA, AS LESSEE AND U.S. BANK NATIONAL ASSOCIATION, AS LESSOR, AND RELATED DOCUMENTS IN ORDER TO REFINANCE (I) THE ISSUER'S CERTIFICATES OF PARTICIPATION, SERIES 2009 AND (II) RELATED FINANCING COSTS; PROVIDING FOR THE ISSUANCE, SALE, AND DELIVERY OF CERTIFICATES OF PARTICIPATION, SERIES 2016, RELATING TO THE LEASE-PURCHASE AGREEMENT, AS AMENDED; AND TAKING CERTAIN OTHER ACTIONS RELATED TO THE LEASE-PURCHASE AGREEMENT, AS AMENDED, AND RELATED DOCUMENTS" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on June 20, 2016 and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following City Commission members voted in favor thereof: **Mayor Smith and Commissioners Ellison, Haladay, Noonan and Farris-Olsen.**

voted against the same: **none.**

abstained from voting thereon: **none.**

or were absent: **none.**

WITNESS my hand and seal officially this **20th** day of **June, 2016.**

(SEAL)

/S/ DEBBIE HAVENS
Clerk of the Commission

RESOLUTION NO. 20255

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO LEASE-PURCHASE AGREEMENT BETWEEN THE CITY OF HELENA, MONTANA, AS LESSEE AND U.S. BANK NATIONAL ASSOCIATION, AS LESSOR, AND RELATED DOCUMENTS IN ORDER TO REFINANCE (I) THE ISSUER'S CERTIFICATES OF PARTICIPATION, SERIES 2009 AND (II) RELATED FINANCING COSTS; PROVIDING FOR THE ISSUANCE, SALE, AND DELIVERY OF CERTIFICATES OF PARTICIPATION, SERIES 2016, RELATING TO THE LEASE-PURCHASE AGREEMENT, AS AMENDED; AND TAKING CERTAIN OTHER ACTIONS RELATED TO THE LEASE-PURCHASE AGREEMENT, AS AMENDED, AND RELATED DOCUMENTS.

WHEREAS, the City of Helena, Montana, a political subdivision of the State of Montana (the "City"), is authorized by Montana Code Annotated, inter alia, Sections 7-1-4124 and 7-8-4101, as amended, to enter into leases and amend leases for real and personal property and hire all necessary buildings for use of the City; and

WHEREAS, the City previously issued its Certificates of Participation, Series 2009 (the "2009 Certificates") in the original aggregate principal amount of \$8,900,000; and

WHEREAS, the proceeds of the Series 2009 Certificates were used to finance the design, construction, installation and equipping of an approximately 360 space parking garage and adjacent approximately 58 parking space surface parking lot (collectively, the "Project") near the Great Northern Town Center and adjacent to an office building owned and operated by Montana State Fund (the "State Fund") in the City on the block bordered by Last Chance Gulch, Front Street, 14th Street, and 15th Street; and

WHEREAS, in order to refinance the Project, the City is proposing to enter into the following documents with U.S. Bank National Association (the "Trustee") and Piper Jaffray & Co. (the "Underwriter"); and

(i) a First Amendment to Ground Lease, dated as of July 1, 2016 (the "First Amendment to Ground Lease"), which amends the Ground Lease, dated as of February 1, 2009 (the "Original Ground Lease" and together with the First Amendment to Ground Lease, the "Ground Lease") between the Trustee, as lessee, and the City, as lessor.

(ii) a Second Amendment to Lease-Purchase Agreement, dated as of July 1, 2016 ("Second Amendment to Lease"), which amends a Lease Purchase Agreement, dated as of February 1, 2009, (the "Original Lease"), as amended by a First Amendment to Lease-Purchase Agreement, dated as of January 1, 2010 (the "First Amendment to Lease" and together with the Second Amendment to Lease and the Original Lease, the "Lease"), by and between the City and the Trustee;

(iii) an Indenture of Trust, to be dated on or after July 1, 2016 (the "Indenture"), by the Trustee and joined in by the City;

(iv) a Continuing Disclosure Undertaking, to be dated on or after July 1, 2016 (the “Disclosure Undertaking”), by the City;

(v) a Certificate Purchase Agreement (the “Purchase Contract”) by and between the City and the Underwriter;

(vi) a Refunding Escrow Agreement to be dated on or after July 1, 2016 (the “Escrow Agreement”), between the City and U.S. Bank National Association, as escrow agent; and

(vii) such other documents and certificates by or with the Trustee, the Underwriter, or the State Fund, as required to finance the Project.

The documents and certificates referred to in (i)-(vii) of the preceding sentence are hereinafter referred to collectively as the “Financing Documents; and

WHEREAS, the Trustee, pursuant to the Indenture, will issue its Certificates of Participation, Series 2016 (the “2016 Certificates”), in the original aggregate amount currently estimated not to exceed \$8,600,000, in the Lease to evidence the undivided interests of the owners of the 2016 Certificates in the lease payments (the “Lease Payments”) to be made by the City under the terms of the Lease, and

WHEREAS, the proceeds of the 2016 Certificates are being used by the City in order to obtain debt service savings and the proceeds of such will be used to (i) advance refund the Series 2009 Certificates, and (ii) pay costs of issuance for the 2016 Certificates; and

WHEREAS, the City, pursuant to the terms of the Lease, will have a right of non-appropriation in any fiscal year with respect to the Lease Payments; and

WHEREAS, in the event of a non-appropriation of Lease Payments by the City in any fiscal year, the City will lose the right to operate and occupy the Project for the remaining term of the Lease and the 2016 Certificates; and

WHEREAS, pursuant to Montana law, the Lease Payments to be paid by the City under the terms of the Lease are not subject to any statutory debt limitation and the Lease Payments are a current expenditure of the City; and

WHEREAS, the Project will be managed by the Helena Parking Commission pursuant to the terms of a Parking Management Agreement previously executed and delivered by the City and the Helena Parking Commission; and the Parking Management Agreement may be amended from time to time by the City and the Helena Parking Commission.

BE IT RESOLVED by the City Commission of the City of Helena, Montana as follows:

1. Authorization for Advance Refunding the 2009 Certificates. The proceeds derived from the sale of the 2016 Certificates shall be loaned to the City pursuant to the Lease and used to (i) advance refund the outstanding 2009 Certificates, and (ii) pay costs of issuance for the 2016 Certificates . The lease payments to be made by the City under the Lease are to be fixed so as to produce level debt service on the 2016 Certificates. For the purpose of financing the Project, there is hereby authorized the execution and delivery of the Financing Documents and the issuance of the 2016 Certificates by the Trustee to evidence the interests of the owners of the 2016 Certificates in the payments to be made by the City under the terms of the Lease. The 2016 Certificates shall be issuable by the Trustee only as fully

registered Certificates in the denominations of \$5,000 and any integral multiple thereof. The 2016 Certificates shall be numbered R-1 and upward.

This City Commission hereby authorizes the issuance and sale of the 2016 Certificates that evidence the undivided interests of the lease payments to be made by the City under the terms of the Lease. The 2016 Certificates shall be issued in an original aggregate principal amount not to exceed \$8,600,000. The 2016 Certificates shall be dated, as originally issued and shall bear interest payable on the dates as set forth in the Indenture.

The 2016 Certificates shall be special, limited obligations payable solely from annual appropriations of the City made to pay the Lease Payments, in the manner provided in the Lease, and amounts held by the Trustee under the terms of the Indenture. The obligations of the Lease and the 2016 Certificates do not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith and credit or any taxing power of the City, the State, or any political subdivision thereof. Pursuant to the terms of the Lease, the City may elect in any year to not appropriate funds for the next fiscal year to make the Lease Payments required under the terms of the Lease. The obligations of the City under the Lease are not to be payable from nor charged upon any funds of the City other than the funds appropriated annually to the payment thereof; the Lease shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City except its interest in the Lease, the land upon which the Project is constructed and the Project.

2. Approval of Financing Documents and 2016 Certificates. The 2016 Certificates and the Financing Documents shall be substantially in the forms on file with the City, and are hereby approved, with such necessary and appropriate variations, additional details, omissions and insertions as do not as may be necessary and appropriate, or as the Mayor, City Manager and Administrative Services Director of the City (collectively, the "City Officials"), in their discretion, shall determine, and the execution and delivery thereof by the City Officials shall be conclusive evidence of such determination. The City Officials and other officers of the City are hereby authorized to execute and deliver, on behalf of the City, the Financing Documents and all other certificates, instruments, and other written documents that may be requested by Barnes & Thornburg, LLP, as Bond Counsel to the City, the Underwriter, or other persons or entities in conjunction with the issuance of the 2016 Certificates and the expenditure of the proceeds of the 2016 Certificates and the Lease. Without imposing any limitations on the scope of the preceding sentence, such City Officials and other City officers are specifically authorized to execute and deliver a certificate relating to federal tax matters including matters relating to arbitrage and arbitrage rebate, a receipt for the proceeds derived from the sale of the 2016 Certificates, a general certificate of the City, and an Information Return for Tax-Exempt Private Activity 2016 Certificates Issues, Form 8038-G (Rev. September, 2011).

The Preliminary Official Statement (the "Preliminary Official Statement"), and its distribution to potential purchasers of the 2016 Certificates by the Underwriter, on behalf of the City, is hereby approved. The distribution of an Official Statement (the "Official Statement"), to the original purchasers of the 2016 Certificates by the Underwriter, on behalf of the City, is hereby approved.

In all events, it is understood, however, that the Lease and the 2016 Certificates shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City except the City's interest in the Lease and the Project, and the 2016 Certificates, when, as, and if issued, shall recite in substance that the 2016 Certificates, including interest thereon, are payable solely from an annual appropriations by the City and other sources of security for the 2016 Certificates, and shall not constitute a pecuniary liability of, or a general or moral obligation of the City, within the meaning of any constitutional or statutory limitation. The full faith, credit and taxing power of the City are not pledged to

the payment of the 2016 Certificates. The payments to be made by the City under the terms of the Lease are subject to non-appropriation by the City in any fiscal year.

3. Delegation to Pricing Committee. The City Commission hereby delegates to the Mayor, City Manager and Administrative Services Director (collectively, the "Pricing Committee") the authority to determine the final pricing of the 2016 Certificates and enter into the Certificate Purchase Agreement with the Underwriter. The City officials on the Pricing Committee shall execute the Certificate Purchase Agreement provided that (i) the true-interest-cost for the 2016 Certificates shall not exceed 3.5% per annum and a minimum net present value savings of \$750,000, (ii) the final maturity date of the 2016 Certificates shall be no later than April 15, 2039, and (iii) the original aggregate principal amount of the 2016 Certificates shall not exceed \$8,600,000. The final decision of the Pricing Committee to execute and deliver the Certificate Purchase Agreement on behalf of the City shall be controlling. The Pricing Committee, in its discretion on behalf of the City, may waive non-substantive informalities with respect to the proposal of the Underwriter to purchase the 2016 Certificates. The Pricing Committee is hereby authorized to determine the maturity dates, principal amounts of the stated maturities of the 2016 Certificates, optional and mandatory redemption provisions with respect to the 2016 Certificate, and such other terms of the 2016 Certificates as the Pricing Committee deems most appropriate and in the best interests of the City, provided that (i) the true interest cost of the 2016 Certificates is not in excess of 3.5% per annum and a minimum net present value savings of \$750,000, (ii) the 2016 Certificates do not have a final maturity later than April 15, 2039, and (iii) the original aggregate principal amount of 2016 Certificates does not exceed \$8,600,000.

4. Payment of Lease Payments Relating to 2016 Certificates. The City will pay to the Trustee, promptly when due, all of the Lease Payments and other amounts required by the Lease. To provide money to make such payments, the City will include in its annual budget, for each fiscal year during the term of the Lease money sufficient to pay and for the purpose of paying all Lease Payments, and will take all other actions necessary to provide money for the payment of the obligations of the City under the Lease from sources of the City lawfully available for this purpose. The agreement of the City in this resolution is subject to the provisions of the Lease relating to non-appropriation by the City in any fiscal year.

5. Incorporation of Provisions. All covenants, stipulations, obligations, representations, and agreements of the City contained in this resolution or contained in the 2016 Certificates and the Financing Documents or other documents referred to above shall be deemed to be the covenants, stipulations, obligations, representatives, and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations, representations, and agreements shall be binding upon the City. Except as otherwise provided in this resolution, all rights, powers, and privileges conferred, and duties and liabilities imposed, upon the City by the provisions of this resolution or the Financing Documents or other documents referred to above shall be exercised or performed by the City, or by such officers, board, body, or agency as may be required or authorized by law to exercise such powers and to perform such duties. No covenant, stipulation, obligation, representation, or agreement herein contained or contained in the Financing Documents or other documents referred to above shall be deemed to be a covenant, stipulation, obligation, representation, or agreement of any elected official, officer, agent, or employee of the City in that person's individual capacity, and neither the members of the City Commission nor any officer or employee executing the 2016 Certificates shall be liable personally on the 2016 Certificates or be subject to any personal liability or accountability by reason of the issuance thereof.

6. Financing Documents for Benefit of 2016 Certificate Owners. Except as herein otherwise expressly provided, nothing in this resolution or in the Financing Documents, expressed or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the

City and the registered and beneficial owners of the 2016 Certificates, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any provision hereof or of the Financing Documents or any provision thereof; this resolution, the Financing Documents and all of their provisions being intended to be, and being for the sole and exclusive benefit of the City and the registered and beneficial owners of the 2016 Certificates issued under the provisions of this resolution and the Financing Documents to the extent expressly provided in the Financing Documents.

7. Modifications, Absence of Officers. The City Officials, members of the City Commission, officers of the City, and attorneys and other agents or employees of the City are hereby authorized to do all acts and things required by them by or in connection with this resolution and the Financing Documents and the other documents referred to above for the full, punctual, and complete performance of all the terms, covenants, and agreements contained in the 2016 Certificates, the Financing Documents, and the other documents required for the issuance of the 2016 Certificates.

If for any reason the City Officials or the Clerk of the Commission are unable to execute and deliver those documents referred to in this resolution, any other member of the City Commission, or any officer of the City duly delegated to act on behalf of the City Officials or the Clerk of the Commission may execute and deliver such documents with the same force and effect as if such documents were executed by the City Officials or the Clerk of the Commission, respectively.

8. Official Statement. The Mayor, the City Manager, Administrative Services Director and Controller are hereby authorized and directed to certify that they have examined the Preliminary Official Statement and the final Official Statement prepared or to be prepared and circulated in connection with the issuance and sale of the 2016 Certificates and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

9. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Undertaking. Notwithstanding any other provision of this resolution, failure of the City to comply with the Disclosure Undertaking is not to be considered an event of default with respect to the 2016 Certificates; however, any owner of a 2016 Certificate may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under the Disclosure Undertaking.

10. Qualified Tax-Exempt Obligations. In order to qualify the Lease (and the 2016 Certificates) as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Lease is not a not “private activity bond” as defined in Section 141 of the Code;

(b) the City designates the Lease (and the 2016 Certificate) as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity 2016 Certificates that are not qualified 501(c)(3) 2016 Certificates) which will be issued by the City (and all subordinate entities of the City) during calendar year 2016 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations (such as the Lease) issued by the City during calendar year 2016 have been designated for purposes of Section 265(b)(3) of the Code.

11. Escrow. The City may also at any time discharge its liability in its entirety with reference to any 2016 Certificates subject to the provisions of the Indenture and the Lease, by making prepayments under the Lease and depositing irrevocably in escrow, with the Trustee, as escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, with or without reinvestment, to provide funds sufficient to pay all principal, interest and redemption premiums, if any, to become due on such 2016 Certificates at their stated maturities or, if such 2016 Certificates are prepayable and notice of redemption thereof has been given or irrevocably provided for, to such earlier redemption date as provided in the Indenture.

12. Severability. In case any one or more of the provisions of this resolution, or of the Financing Documents mentioned herein, or of the 2016 Certificates issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, or of the aforementioned documents, or of the 2016 Certificates, but this resolution, the aforementioned Documents, and the 2016 Certificates shall be construed and endorsed as if such illegal or invalid provisions had not been contained therein.

13. Conditions Met. To the knowledge of the City, all acts, conditions, and things required by the laws of the State of Montana, relating to the adoption of this resolution, to the issuance of the 2016 Certificates, and to the execution of the Financing Documents and the other documents referred to above to happen, exist, and be performed precedent to and in the enactment of this resolution, and precedent to the issuance of the 2016 Certificates, and precedent to the execution of the Financing Documents and the other documents referred to above have happened, exist, and have been performed as so required by law.

14. Transcript. The City Officials and other officers of the City are authorized and directed to prepare and furnish to the Underwriter and to Bond Counsel certified copies of all proceedings and records of the City relating to the 2016 Certificates and such other affidavits and certificates as may be required to show the facts relating to the legality of the 2016 Certificates as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

15. Effective Date. This resolution shall be in full force and effect from and after its passage.

PASSED AND ADOPTED by the City Commission of the City of Helena, Montana, this 20th day of June, 2016.

/S/ JAMES E. SMITH

Its: Mayor

Attest:

/S/ DEBBIE HAVENS

Its: Clerk of the Commission

(SEAL)

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