

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO A HISTORIC TAX CREDIT TRANSACTION; APPROVING THE TERMS AND CONDITIONS OF THE TRANSACTION AND AUTHORIZING THE EXECUTION OF DOCUMENTATION RELATING THERETO" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on November 12, 2024, and that the meeting was duly held by the City Council 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notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.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 Council members voted in favor thereof: Shaw, Gulick, Neese, Owen, Joy, Kennedy, Aspenlieder, Tidswell, Boyett, Rupsis and Mayor Cole; voted against the same: N/A ; abstained from voting thereon: N/A ; or were absent: N/A .

WITNESS my hand and seal officially this 12th day of November, 2024.



Denise R. Bohlman
Denise R. Bohlman, City Clerk

RESOLUTION 24-11246

RESOLUTION RELATING TO A HISTORIC TAX CREDIT TRANSACTION; APPROVING THE TERMS AND CONDITIONS OF THE TRANSACTION AND AUTHORIZING THE EXECUTION OF DOCUMENTATION RELATING THERETO

BE IT RESOLVED by the City Council (the "Council") of the City of Billings, Montana (the "City"), as follows:

Section 1. Recitals.

Section 1.01 This Council has previously determined to purchase the former federal courthouse building located at 316 North 26th Street in the City (the "Building"), and to undertake renovations of and improvements to the Building to make it suitable for use as a new City Hall and related uses (the "Project"). The City, in consultation with Brian Wishneff and Associates, LLC, its tax credit consultant, has determined that the Project will qualify for the federal historic rehabilitation tax credit allowed for qualified rehabilitation expenditures incurred in connection with the "certified rehabilitation" of a "certified historic structure" pursuant to Sections 47 and 50 of the Internal Revenue Code of 1986 (the "Federal Tax Credits") and the State of Montana tax credit allowable pursuant to Section 15-31-151, Montana Code Annotated (the "State Tax Credits").

Section 1.02 Pursuant to Resolution No. 24-11207, adopted by the Council on June 24, 2024, City staff have negotiated with a historic tax credit investor, FIB Battin, LLC (the "HTC Investor"), the terms of a historic tax credit transaction with respect to the Project, and have negotiated with First Interstate Bank ("FIB"), an affiliate of the HTC Investor, the terms of a long-term lease purchase financing with respect to the Project. The terms of the long-term lease purchase financing are presented to the Council by separate resolution substantially simultaneously herewith.

Section 1.03 In connection with the lease purchase financing, the City will enter into a Ground Lease with FIB (the "Ground Lease"), pursuant to which the City leases the real property underlying the Project to FIB, and a Lease Purchase Agreement with FIB (the "Lease Purchase Agreement"), pursuant to which the City leases the Project and underlying real property back from FIB.

Section 1.04 In connection with the historic tax credit transaction:

(a) the City will form a Montana limited liability company, designated "Former Federal Building Manager, LLC" (the "Company"), of which the City shall be the sole member, and the City shall enter into an operating agreement with respect to the Company (the "Company Operating Agreement"), pursuant to which Andy Zoeller, the City Finance Director, will serve as the manager of the Company;

(b) the Company and the HTC Investor will form a Montana limited liability company, designated "Former Federal Building Landlord, LLC" (the "Landlord"), of

which the Company and the HTC Investor will be the sole members, and the City and the HTC Investor will enter into an operating agreement with respect to the Landlord (the "Landlord Operating Agreement"), pursuant to which the Company will serve as the managing member of the Landlord (the "Managing Member");

(c) the City will enter into (i) a Ground Sublease Agreement, by and between the City and the Landlord (the "Ground Sublease"), pursuant to which the City will grant a sub-leasehold interest in the Property to the Landlord and which will evidence a loan from the City to the Landlord as provided therein (the "Loan"); (ii) a Master Lease Agreement, by and between the Landlord and the City (the "Master Lease"), pursuant to which the Landlord will grant a further sub-leasehold interest in the Property to the City; (iii) a Forbearance Agreement, by and among the City, the Landlord, the Bank and the HTC Investor (the "Forbearance Agreement"), pursuant to which the City, the Landlord and the Bank will agree to temporarily forbear from exercising certain rights with respect to the Property under the Ground Lease, the Lease Purchase Agreement and the Ground Sublease; (iv) a Development Agreement, by and between the City and the Landlord (the "Development Agreement"), pursuant to which the City is appointed by the Landlord to oversee the Project; and (v) a Contribution Agreement, by and among the City, the Company and the Landlord (the "Contribution Agreement"), pursuant to which the City will contribute to the Company its capital expenses with respect to the Project (the "Pre-Incurred Costs") and thereafter the Company will contribute the Pre-Incurred Costs to the Landlord in exchange for an interest in the Landlord (the "Company Contribution"); and

(d) The HTC Investor will make a capital contribution to the Landlord in one or more installments pursuant to the Landlord Operating Agreement (the "Investor Member Contribution"). The Investor Member Contribution shall equal the sum of (i) with respect to the Federal Tax Credits allocated to the Investor Member, 20% of the federal qualified rehabilitation expenses multiplied by 89% and (ii) with respect to the State Tax Credits allocated to the Investor Member, 25% of the amount the Investor Member claims with respect to the Federal Tax Credits multiplied by 92%, in each case subject to adjustment as set forth in the Landlord Operating Agreement.

Section 1.05 Forms of Documents. Forms of the following documents and agreements have been provided to this Council (collectively, the "Transaction Documents"):

- (a) Company Operating Agreement;
- (b) Landlord Operating Agreement;
- (c) Ground Sublease;
- (d) Master Lease;
- (e) Forbearance Agreement;
- (f) Development Agreement; and

(g) Contribution Agreement.

Section 2. Approval of Historic Tax Credit Transaction. This Council hereby determines that it is in the best interests of the City and the Project to enter into, undertake and perform the historic tax credit transaction described in Section 1.04 hereof and in the Transaction Documents (collectively, the "Transaction") in order to provide additional financing for the Project.

Section 3. Approvals Relating to the Transaction and the Transaction Documents.

3.01. In furtherance of the Transaction, this Council hereby authorizes and directs City staff to do all things necessary or desirable to form the Company. This Council further approves the Company Consent, in substantially the form attached hereto as Exhibit A, and the Company Operating Agreement in substantially the form provided to this Council, and authorizes and directs the Mayor, City Administrator and City Clerk to execute and deliver the Company Consent and Company Operating Agreement in the name and on behalf of the City and authorizes and directs the City Finance Director, as Manager of the Company, to execute and deliver the Company Consent and Company Operating Agreement as Manager, in each case with such modifications as may be necessary or desirable and approved by the City Finance Director, the execution and delivery of any such document to conclusively establish approval thereof. Following execution of the Company Consent and the Company Operating Agreement, this Council acknowledges, approves, directs, ratifies and consents to the City Finance Director, as Manager of the Company, taking such actions and executing such documents (including execution of the Transaction Documents to which the Company is a party), for and on behalf of the Company and as Manager of the Company as may be necessary or desirable in connection with the Transaction and in accordance with the Company Operating Agreement.

3.02. In furtherance of the Transaction, this Council hereby authorizes and directs City staff to do all things necessary or desirable to form the Landlord. This Council further approves the Landlord Consent, in substantially the form attached hereto as Exhibit B, and the Landlord Operating Agreement in substantially the form provided to this Council, and authorizes and directs the City Finance Director, as Manager of the Company, to execute and deliver the Landlord Consent and Landlord Operating Agreement in the name and on behalf of the Company, in each case with such modifications as may be necessary or desirable and approved by the City Finance Director, the execution and delivery of any such document to conclusively establish approval thereof. Following execution of the Landlord Consent and the Landlord Operating Agreement, this Council acknowledges, approves, directs, ratifies and consents to the City Finance Director, as Manager of the Company, taking such actions and executing such documents (including execution of the Transaction Documents to which the Landlord is a party), for and on behalf of the Landlord and in the Company's capacity as Managing Member of the Landlord as may be necessary or desirable in connection with the Transaction and in accordance with the Landlord Operating Agreement.

3.03. Council hereby adopts, approves and confirms the Transaction and the Transaction Documents in substantially the forms provided to this Council, and authorizes and directs the Mayor, City Administrator and City Clerk to execute and deliver the Transaction Documents to which the City is a party, for and on behalf of the City, in each case with such modifications as may be necessary or desirable and approved by the Mayor, City Administrator and City Clerk, the execution and delivery of any such document to conclusively establish approval thereof.

Each of the Mayor, the City Administrator, the City Clerk and the City Finance Director is also authorized to execute, enter into and deliver such other documents and certificates as may be necessary or desirable in connection therewith, in the opinion of Dorsey & Whitney LLP, as special counsel to the City, or as may be reasonably required by the HTC Investor. All actions taken to date by officers and staff of the City on behalf of the City in connection with the Transaction are hereby ratified and confirmed.

Section 5. Costs and Expenses. The City approves and authorizes payment of costs and expenses of the Transaction, including out-of-pocket costs and expenses of the HTC Investor and FIB; fees and costs of counsel to the City, the HTC Investor and FIB; fees, costs and expenses of consultants and other third parties; recording and filing fees; title insurance premiums; and other costs and expenses as are reasonably related to the Transaction, the closing of the Transaction, and performance by the City, the Manager and the Managing Member of their respective obligations in connection with the Transaction.

Section 6. Limitation of Liability. The obligations of the City, the Manager and the Managing Member under the Transaction Documents shall not constitute or be construed to be debts of the City in contravention of any constitutional or statutory limitation or requirements concerning the creation of indebtedness by the City, nor shall anything contained in the Transaction Documents constitute a pledge of the City's general tax revenues, funds or money. The City has not pledged the full faith and credit or taxing power of the City with respect to any obligations under the Transaction Documents.

Section 7. Transcript Certification. The officers of the City are directed to furnish to Dorsey and to the HTC Investor certified copies of all proceedings and information in their official records relevant to the authorization of the Transaction, and such certificates and affidavits as to other matters appearing in their official records or otherwise known to them as may be reasonably required to evidence the validity and enforceability of the Transaction Documents, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations and recitals of the City as to the correctness of all facts stated therein and the completion of all proceedings stated therein to have been taken.

Section 8. Effective Date. This Resolution shall become effective upon passage and all provisions of ordinances, resolutions and other actions and proceedings of the City which are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 12th day of November, 2024.

CITY OF BILLINGS



ATTEST:

By: Denise R. Bohlman
Denise R. Bohlman, City Clerk

By: William A. Cole
William A. Cole, Mayor

EXHIBIT A

FORM OF COMPANY CONSENT

**JOINT WRITTEN CONSENT
OF THE MEMBER AND MANAGER OF
FORMER FEDERAL BUILDING MANAGER, LLC**

The undersigned, constituting the sole member and the manager of Former Federal Building Manager, LLC, a Montana limited liability company (the "Company"), as required by the Montana Limited Liability Company Act, does each hereby consent to, authorize and adopt the following resolutions, and shall file this written consent (this "Written Consent") with the records and minutes of the Company. This Written Consent is to be effective as of _____, 2024.

ADOPTION OF OPERATING AGREEMENT AND APPOINTMENT OF MANAGER

WHEREAS, the City of Billings, Montana (the "City"), deems it advisable and in the best interests of the Company and the City to adopt and enter into the Operating Agreement of the Company, substantially in the form attached hereto as Exhibit A (the "Operating Agreement"), to govern the affairs of the Company, the conduct of the Company's business, and the relations of its members.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms, and provisions of the Operating Agreement are hereby authorized, adopted, approved, and confirmed in all respects, with such changes thereto as the Manager shall approve, the execution and delivery of any such document or taking of any such action to conclusively establish the approval by the Manager with respect thereto.

RESOLVED FURTHER, that the Company shall issue 1,000 membership interest units to the City as set forth in the Operating Agreement.

RESOLVED FURTHER, that the City hereby appoints Andy Zoeller to serve as the manager of the Company (the "Manager") pursuant to the terms of the Operating Agreement and the Managing Member is authorized and directed to perform the obligations of the Manager under the Operating Agreement.

FINANCING OF THE PROJECT – LEASE PURCHASE FINANCING AND HISTORIC TAX CREDIT FINANCING

WHEREAS, the City is the owner of a fee interest in the building located at 316 North 26th Street, in Billings, Montana, and commonly known as the James F. Battin Federal Building (the "Building"), and the real property upon which the Building is located (the "Land" and, together with the Building, the "Property").

WHEREAS, rehabilitation of the Building will help ensure the preservation and protection of a historic building through the restoration of the historic interior and exterior

of the Building, and the development of the Building into office space and other related amenities (the “Project”) will qualify for the federal historic rehabilitation tax credits allowed for qualified rehabilitation expenditures incurred in connection with the “certified rehabilitation” of a “certified historic structure” pursuant to Sections 47 and 50 of the Internal Revenue Code of 1986 and the State of Montana tax credit allowable pursuant to Section 15-31-151, Montana Code Annotated.

WHEREAS, in connection with the Project, Company and FIB Battin, LLC, a Delaware limited liability company (the “Investor Member”), will enter into that certain Operating Agreement of the Former Federal Building Landlord, LLC (the “Landlord”), substantially in the form attached hereto as Exhibit B (the “Landlord Operating Agreement”), to govern the affairs of the Landlord, the conduct of the Landlord’s business, and the relations of its members.

WHEREAS, the Company will serve as the Managing Member of the Landlord pursuant to the terms of the Landlord Operating Agreement (the “Managing Member”).

WHEREAS, in connection with the Project, the City will enter into (i) a Ground Lease Agreement, by and between the City and First Interstate Bank, a national banking corporation and an affiliate of the Investor Member (the “Bank”), substantially in the form attached hereto as Exhibit C (the “Ground Lease”), pursuant to which the City will grant a leasehold interest in the Land to the Bank and (ii) a Lease Purchase Agreement, by and between the Bank and the City, substantially in the form attached hereto as Exhibit D (the “Lease Purchase Agreement”), pursuant to which the Bank will lease the Property to the City.

WHEREAS, in connection with the Project, the City will enter into (i) a Ground Sublease Agreement, by and between the City and the Landlord, substantially in the form attached hereto as Exhibit E (the “Ground Sub-Lease”), pursuant to which the City will grant a sub-leasehold interest in the Property to the Landlord and which will evidence a loan from the City to the Landlord as provided therein, (ii) a Master Lease Agreement, by and between the City and the Landlord, substantially in the form attached hereto as Exhibit F (the “Master Lease”), pursuant to which the Landlord will grant a further sub-leasehold interest in the Property to the City, (iii) a Forbearance Agreement, by and among the City, the Landlord, the Bank and the Investor Member, substantially in the form attached hereto as Exhibit G (the “Forbearance Agreement”), pursuant to which the City, the Landlord and the Bank will agree to temporarily forbear from exercising certain rights with respect to the Property under the Ground Lease, the Lease Purchase Agreement and the Ground Sub-Lease, and (iv) a Development Agreement, by and between the City and the Landlord, pursuant to which the City is appointed by the Landlord to oversee the Project (the “Development Agreement”).

WHEREAS, in connection with the Project, the Investor Member will make a capital contribution to the Landlord in one or more installments pursuant to the Landlord Operating Agreement (the “Investor Member Contribution”) in exchange for an interest in the Landlord as set forth on Schedule A to the Landlord Operating Agreement.

WHEREAS, in connection with the Project, the City, the Landlord and the Company will enter into that certain Contribution Agreement, substantially in the form attached hereto as Exhibit H (the “Contribution Agreement”), pursuant to which the City will contribute to the Company its capital expenses with respect to the Project (the “Pre-Incurred Costs”) and thereafter the Company will contribute the Pre-Incurred Costs to the Landlord in exchange for an interest in the Landlord as set forth on Schedule A to the Landlord Operating Agreement (the “Company Contribution”).

WHEREAS, the City deems it advisable and in the best interests of the Company and the City that the Landlord undertake the Project.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Landlord Operating Agreement, and the transactions contemplated thereby, are in the best interests of the Company and the City and are hereby authorized, adopted, approved, and confirmed in all respects.

RESOLVED FURTHER, that the Manager is hereby authorized to execute and deliver, in the name and on behalf of the Company, the Landlord Operating Agreement, with such changes thereto as the Manager shall approve, the execution and delivery thereof to conclusively establish the approval by the Manager with respect thereto.

RESOLVED FURTHER, that the Company will serve as the Managing Member of the Landlord pursuant to the terms of the Landlord Operating Agreement and the Manager is hereby authorized to execute and deliver, in the name and on behalf of the Managing Member of the Landlord, any such documents and undertake any such actions and transactions contemplated by the Landlord Operating Agreement, the execution and delivery of any such documents or taking of any such actions and transactions to conclusively establish the approval by the Managing Member of the Landlord with respect thereto.

RESOLVED FURTHER, that the form, terms and provisions of the Ground Lease, the Lease Purchase Agreement, the Ground Sub-Lease, the Master Lease, the Forbearance Agreement, the Development Agreement and the Contribution Agreement (collectively, the “Transaction Documents”), and the transactions contemplated thereby, are in the best interests of the Company and the City and are hereby authorized, adopted, approved, and confirmed in all respects.

RESOLVED FURTHER, that the Manager is hereby authorized to execute and deliver, in the name and on behalf of the Company, the Transaction Documents to which the Company is a party, each with such changes thereto as the Manager shall approve, and to cause the Company to perform the obligations of the Company under the Transaction Documents, and to take all other actions as may be necessary or desirable, in the discretion of the Manager and pursuant to the authority and limitations set forth in the Operating Agreement, to fully effectuate and consummate the transactions contemplated by the Transaction Documents, the execution and delivery of any such document or taking of any such action to conclusively establish the approval by the Manager with respect thereto.

OMNIBUS RESOLUTIONS

RESOLVED FURTHER, that that the Manager is hereby authorized and empowered, in the name and on behalf of the Company, to prepare, execute, deliver and file, as applicable, any and all documents, certificates or instruments and to take any and all actions as may be necessary or appropriate in order to carry out the intent or accomplish the purposes of the foregoing resolutions, the execution and delivery of any such document or taking of any such action to conclusively establish its authority with respect thereto.

RESOLVED FURTHER, that that any action taken by the Manager prior to the date hereof that, if taken after the date hereof, would have been authorized by the foregoing resolutions, is hereby affirmed, ratified, confirmed, authorized and approved in all respects.

RESOLVED FURTHER, that this Consent may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

[Signature page follows]

This joint action by written consent shall be effective as of the date first written above. By executing this joint action by written consent, each of the undersigned is giving written consent in favor of the above resolutions and consents. This joint action by written consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this joint action by written consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used. This joint action by written consent shall be filed with the minutes of the proceedings of the Company.

MEMBER:

CITY OF BILLINGS, MONTANA

By: _____
Its: Mayor

By: _____
Its: City Administrator

Attest: _____
City Clerk

MANAGER:

Andy Zoeller

Exhibit A
Form of Operating Agreement
[See Attached]

Exhibit B

Form of Landlord Operating Agreement

Exhibit C

Form of Ground Lease

[See Attached]

Exhibit D
Form of Lease Purchase Agreement
[See Attached]

Exhibit E
Form of Ground Sub-Lease
[See Attached]

Exhibit F

Form of Master Lease

[See Attached]

Exhibit G
Form of Forbearance Agreement
[See Attached]

Exhibit H

Form of Contribution Agreement

[See Attached]

EXHIBIT B

FORM OF LANDLORD CONSENT

**WRITTEN CONSENT
OF THE MEMBERS OF
FORMER FEDERAL BUILDING LANDLORD, LLC**

The undersigned, constituting all of the members of Former Federal Building Landlord, LLC, a Montana limited liability company (the “Company”), as required by the Montana Limited Liability Company Act, do hereby consent to, authorize and adopt the following resolutions, and shall file this written consent (this “Written Consent”) with the records and minutes of the Company. This Written Consent is to be effective as of [redacted], 2024.

ADOPTION OF OPERATING AGREEMENT AND APPOINTMENT OF MANAGING MEMBER

WHEREAS, Former Federal Building Manager, LLC, a Montana limited liability company (the “Managing Member”) and FIB Battin, LLC, a Delaware limited liability company (the “Investor Member”) and, together with the Managing Member, the “Members”), deem it advisable and in the best interests of the Company and the Members to adopt and enter into the Operating Agreement of the Company, substantially in the form attached hereto as Exhibit A (the “Operating Agreement”), to govern the affairs of the Company, the conduct of the Company’s business, and the relations of its members.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms, and provisions of the Operating Agreement are hereby authorized, adopted, approved, and confirmed in all respects, with such changes thereto as the Members shall approve, the execution and delivery of any such document or taking of any such action to conclusively establish the approval by the Members with respect thereto.

RESOLVED FURTHER, that the Members hereby appoint the Managing Member to serve as the Managing Member of the Company pursuant to the terms of the Operating Agreement and the Managing Member is authorized and directed to perform the obligations of the Managing Member under the Operating Agreement.

FINANCING OF THE PROJECT – LEASE PURCHASE FINANCING AND HISTORIC TAX CREDIT FINANCING

WHEREAS, the City of Billings, Montana (the “City”) is the owner of a fee interest in the building located at 316 North 26th Street, in Billings, Montana, and commonly known as the James F. Battin Federal Building (the “Building”), and the real property upon which the Building is located (the “Land” and, together with the Building, the “Property”).

WHEREAS, rehabilitation of the Building will help ensure the preservation and protection of a historic building through the restoration of the historic interior and exterior

of the Building, and the development of the Building into office space and other related amenities (the “Project”) will qualify for the federal historic rehabilitation tax credits allowed for qualified rehabilitation expenditures incurred in connection with the “certified rehabilitation” of a “certified historic structure” pursuant to Sections 47 and 50 of the Internal Revenue Code of 1986 and the State of Montana tax credit allowable pursuant to Section 15-31-151, Montana Code Annotated.

WHEREAS, in connection with the Project, the City will enter into (i) a Ground Lease Agreement, by and between the City and First Interstate Bank, a national banking corporation and an affiliate of the Investor Member (the “Bank”), substantially in the form attached hereto as Exhibit B (the “Ground Lease”), pursuant to which the City will grant a leasehold interest in the Land to the Bank and (ii) a Lease-Purchase Agreement, by and between the Bank and the City, substantially in the form attached hereto as Exhibit C (the “Lease Purchase Agreement”), pursuant to which the Bank will lease the Property to the City.

WHEREAS, in connection with the Project, the Company will enter into (i) a Ground Sublease Agreement, by and between the City and the Company, substantially in the form attached hereto as Exhibit D (the “Ground Sub-Lease”), pursuant to which the City will grant a sub-leasehold interest in the Property to the Company and which will evidence a loan from the City to the Company as provided therein, (ii) a Master Lease Agreement, by and between the Company and the City, substantially in the form attached hereto as Exhibit E (the “Master Lease”), pursuant to which the Company will grant a further sub-leasehold interest in the Property to the City, (iii) a Forbearance Agreement, by and among the City, the Company, the Bank and the Investor Member, substantially in the form attached hereto as Exhibit F (the “Forbearance Agreement”), pursuant to which the City, the Company and the Bank will agree to temporarily forbear from exercising certain rights with respect to the Property under the Ground Lease, the Lease Purchase Agreement and the Ground Sub-Lease, and (iv) a Development Agreement, by and between the City and the Landlord, pursuant to which the City is appointed by the Landlord to oversee the Project (the “Development Agreement”).

WHEREAS, in connection with the Project, the Investor Member will make a capital contribution to the Company in one or more installments pursuant to the Operating Agreement (the “Investor Member Contribution”) in exchange for an interest in the Company as set forth on Schedule A to the Operating Agreement.

WHEREAS, in connection with the Project, the City, the Company and the Managing Member will enter into that certain Contribution Agreement, substantially in the form attached hereto as Exhibit G (the “Contribution Agreement”), pursuant to which the City will contribute to the Managing Member its capital expenses with respect to the Project (the “Pre-Incurred Costs”) and thereafter the Managing Member will contribute the Pre-Incurred Costs to the Company in exchange for an interest in the Company as set forth on Schedule A to the Operating Agreement (the “Managing Member Contribution”).

WHEREAS, the Members deem it advisable and in the best interests of the Company and the Members that the Company undertake the Project.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Ground Lease, the Lease Purchase Agreement, the Ground Sub-Lease, the Master Lease, the Forbearance Agreement, the Development Agreement and the Contribution Agreement (collectively, the “Transaction Documents”), and the transactions contemplated thereby, are in the best interests of the Company and the Members and are hereby authorized, adopted, approved, and confirmed in all respects.

RESOLVED FURTHER, that the Managing Member is hereby authorized to execute and deliver, in the name and on behalf of the Company, the Transaction Documents to which the Company is a party, each with such changes thereto as the Managing Member shall approve, and to cause the Company to perform the obligations of the Company under the Transaction Documents, and to take all other actions as may be necessary or desirable, in the discretion of the Managing Member and pursuant to the authority and limitations set forth in the Operating Agreement, to fully effectuate and consummate the transactions contemplated by the Transaction Documents, the execution and delivery of any such document or taking of any such action to conclusively establish the approval by the Managing Member with respect thereto.

OMNIBUS RESOLUTIONS

RESOLVED FURTHER, that that the Managing Member is hereby authorized and empowered, in the name and on behalf of the Company, to prepare, execute, deliver and file, as applicable, any and all documents, certificates or instruments and to take any and all actions as may be necessary or appropriate in order to carry out the intent or accomplish the purposes of the foregoing resolutions, the execution and delivery of any such document or taking of any such action to conclusively establish its authority with respect thereto.

RESOLVED FURTHER, that that any action taken by the Managing Member prior to the date hereof that, if taken after the date hereof, would have been authorized by the foregoing resolutions, is hereby affirmed, ratified, confirmed, authorized and approved in all respects.

RESOLVED FURTHER, that this Consent may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

[Signature page follows]

This action by written consent shall be effective as of the date first written above. By executing this action by written consent, each of the undersigned is giving written consent in favor of the above resolutions and consents. This action by written consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this action by written consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used. This action by written consent shall be filed with the minutes of the proceedings of the Company.

MEMBERS:

**FORMER FEDERAL BUILDING MANAGER,
LLC,
a Montana limited liability company**

Andy Zoeller, Manager

**FIB BATTIN, LLC,
a Delaware limited liability company**

[name], [title]

Exhibit A

Form of Operating Agreement

[See Attached]

Exhibit B

Form of Ground Lease

[See Attached]

Exhibit C

Form of Lease Purchase Agreement

[See Attached]

Exhibit D
Form of Ground Sub-Lease
[See Attached]

Exhibit E

Form of Master Lease

[See Attached]

Exhibit F

Form of Forbearance Agreement

[See Attached]

Exhibit G

Form of Contribution Agreement

[See Attached]