
BOND PURCHASE AGREEMENT

March 20, 2013

Chair, Board of Commissioners
Nampa Development Corporation
9 12th Ave. South
Nampa, Idaho 83651

Ladies and Gentlemen:

Municipal Capital Markets Group, Inc. (the “Underwriter”) hereby offers to enter into this Bond Purchase Agreement (the “Agreement”) with Nampa Development Corporation, an independent public body corporate and politic, formerly known as the Urban Renewal Agency of the City of Nampa, Idaho (the “Issuer”) for the purchase by the Underwriter and sale by Issuer, of the Issuer’s Revenue Allocation (Tax Increment) Bonds, Series 2013 (Library Square Project) (the “Bonds”), in the aggregate principal amount of \$18,320,000. The Bonds shall be issued pursuant to Resolution No. 2013-04 adopted by the Board of Commissioners of the Issuer on March 20, 2013 (the “Resolution”) approving the issuance and sale of the Bonds and appointing The Bank of New York Mellon Trust Company, N.A., as Bond Trustee (the “Trustee”). *All capitalized terms used herein and not defined shall have the meanings given them in the Resolution.*

This offer is made subject to acceptance by the Issuer prior to 10:00 p.m, Boise, Idaho time, on the date hereof, and upon such acceptance this Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter.

1. The Bonds

(a) The Bonds shall evidence obligations of the Issuer pursuant to the terms of the Resolution. To secure payment of the principal of, premium, if any, and interest on the Bonds, the Issuer has assigned the Pledged Revenues for the benefit of the Bondholders.

(b) The proceeds of the Bonds, together with a cash contribution of the Issuer, shall be used to: (i) finance the development and construction of a new library, public square and public parking garage to serve residents and visitors of the City of Nampa, Canyon County, Idaho, together with necessary infrastructure work, site work, and streetscape improvements (the “Project”) (ii) fund a debt service reserve account for the Bonds; and (iii) pay the costs of issuing the Bonds.

(c) The Bonds shall be issued in minimum principal denominations of \$5,000 or integral multiples thereof, shall be dated as of the date the Bond proceeds are delivered to the Issuer (the “Closing Date”), shall mature on the dates and in the amounts and shall bear interest at the rates per annum, as set forth in Exhibit A hereto, and shall be subject to redemption prior to maturity and have such other terms as provided in the Resolution.

2. **Underwriting.** Upon the terms and conditions and upon the basis of the representations herein set forth, the Underwriter hereby agrees to purchase from the Issuer and the Issuer hereby agrees to sell to the Underwriter all, but not less than all, of the \$18,320,000 aggregate principal amount of the Bonds at the aggregate purchase price set forth on Exhibit A hereto (the "Purchase Price").

3. **Offering Documents; Offering.**

(a) The Bonds were offered to "qualified institutional buyers" ("QIBs"), as defined in Rule 144A under the Securities Act of 1933 (the "Securities Act") by a Preliminary Limited Offering Memorandum relating to the Bonds dated March 1, 2013 (the "Preliminary LOM"), previously delivered by the Issuer, which the Issuer has deemed to be final as of its date within the meaning of paragraph (b)(1) of Securities and Exchange Commission Rule 15c2-12 (the "Rule"), except for the omission of no more than offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters. The Issuer hereby ratifies, approves, and confirms the distribution and use of the Preliminary LOM by the Underwriter in connection with the offering and sale of the Bonds prior to the availability of the Limited Offering Memorandum (the "LOM").

(b) Within seven business days after the date hereof and in sufficient time to accompany any confirmation that requests payment for the Bonds from any customer of the Underwriter and in any event no later than four (4) days prior to the Closing Date, the District shall deliver or cause to be delivered to the Underwriter, the LOM, in substantially the same form as the Preliminary LOM except for the insertion of the information omitted from the Preliminary LOM described in paragraph 3(a) hereof or other changes as previously consented to in writing by the Underwriter. The Issuer hereby authorizes the Underwriter to distribute and use the LOM in connection with the offering and sale of the Bonds and to distribute electronic copies of the LOM to enable the Underwriter to comply with the Rule and the rules of the Municipal Securities Rulemaking Board (the "MSRB").

(c) Between the date of this Purchase Contract and 90 days following the end of the Underwriting Period (as defined in the Rule), the Issuer agrees to promptly notify the Underwriter if any event shall occur or pre-existing fact shall become known affecting the Issuer, the Project, or the Bonds which might or would cause the LOM, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if any event relating to or affecting the correctness or completeness of any statement contained in the LOM shall occur, then the Issuer (to the extent of its knowledge) will promptly notify the Underwriter of the circumstances and details of such event or fact. If, in the opinion of the Underwriter, such event should be set forth or reflected in an amendment of or supplement to the LOM to make the LOM not misleading in light of the circumstances existing at the time it is delivered to the Underwriter, then the Issuer will, at the expense of the Issuer, forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the LOM (in form and substance satisfactory to the Underwriter and the Issuer) that will amend or supplement the LOM so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances existing at the time LOM is delivered to the Underwriter, not misleading. The

Issuer shall provide such information and access to their properties and appropriate records as the Underwriter may reasonably request in connection with the preparation of such amendment or supplement to the LOM. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 shall be 25 days from the Closing Date. In the event such notice is so given in writing by the Underwriter, the Underwriter agrees to notify the Issuer in writing following the occurrence of the end of the underwriting period.

(d) The Issuer agrees to cooperate with the Underwriter in taking all necessary action, if any, to qualify the Bonds for offer and sale under the securities or “blue sky” laws of such states and territories of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required to consent to service of process in jurisdictions other than the State of Idaho.

(e) The Bonds will be initially sold by the Issuer and marketed by the Underwriter in a limited offering to QIBs and thereafter for resale only to purchasers who are QIBs. The Underwriter agrees to make a bona fide public offering of all of the Bonds to QIBs, initially at the public offering prices (or yields) set forth on Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices or yields, as it deems necessary in connection with the marketing of the Bonds, provided that the Underwriter will not change the interest rates set forth on Exhibit A hereto. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering price.

(f) The Underwriter shall not offer any Bonds in any manner that would render the issuance and sale of the Bonds a violation of the Securities Act of 1933, as amended (the “Securities Act”) or, assuming compliance with the terms and conditions of this Agreement, any state securities or “Blue Sky” laws or require registration pursuant thereto, and it has neither authorized nor will authorize any person to act in such manner. The Bonds shall bear the following legend:

THE HOLDER OF THIS BOND AGREES FOR THE BENEFIT OF THE ISSUER THAT THIS BOND MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY TO “QUALIFIED INSTITUTIONAL BUYERS” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT).

(g) In order to assist the Underwriter in complying with paragraph (b)(5) of the Rule, the Issuer (as an “obligated person” in connection with the Bonds within the meaning of the Rule) shall enter into a Continuing Disclosure Agreement with the Trustee, substantially in the form appended to the LOM, to provide certain information and notices of the occurrence of certain events. A description of this undertaking is set forth in the Preliminary LOM and will also be set forth in the LOM.

4. Issuer’s Representations and Warranties. The Issuer represents and warrants to the Underwriter as follows:

(a) The Issuer is, and will be at the Closing Date, a validly existing public body corporate and politic organized and operating as an urban renewal agency created by and

existing under the authority of the Idaho Urban Renewal Law of 1965, as amended, Title 50, Chapter 20, Idaho Code (the "Law") and possessing revenue allocation financing powers under the Local Economic Development Act, as amended, Title 50, Chapter 29, Idaho Code (the "Act" and collectively with the Law, the "Urban Renewal Law").

(b) The Issuer is duly authorized by the Urban Renewal Law to issue the Bonds to finance the Project, and all other applicable laws, rules and regulations, and has full power and authority to carry out and consummate all transactions contemplated by the Resolution (which for purposes of this Agreement includes the assignment from the Issuer to the Bond Trustee of all of the Bonds Pledged Revenues).

(c) The Issuer has, or prior to the Closing Date will have, duly authorized and taken all necessary action to be taken by it for: (i) the execution, delivery and sale of the Bonds upon the terms set forth herein and in the Resolution; (ii) the authorization and sale of the Bonds and all other documents, agreements and instruments that may be required to be executed, delivered or performed by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Resolution, the Bonds and the Continuing Disclosure Agreement (collectively, the "Issuer Documents") and the LOM; and (iii) the carrying out, giving effect to and consummation of the transactions contemplated by the Issuer Documents and the LOM.

(d) The members of the Board of the Issuer were and now are the duly chosen, qualified and acting members of the Board.

(e) On the Closing Date, the Issuer Documents shall be in full force and effect, shall not have been amended, modified or supplemented in any material respect, except as agreed to by the Underwriter, and shall constitute the legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, subject only to bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally and equitable principles, whether considered at law or in equity.

(f) Upon issuance, authentication and delivery of the Bonds, the Resolution will provide, for the benefit of the owners from time to time of the Bonds, a legally valid and binding pledge of and lien on the Pledged Revenues as defined and pledged to such Bonds under the Resolution.

(g) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or public body pending or, to the best of the Issuer's knowledge, threatened, against or affecting the Issuer, the Issuer Documents or the Project (nor to the best of the Issuer's knowledge is there any basis therefor), that could adversely affect the transactions contemplated by the Resolution and the LOM.

(h) The execution and delivery of the Issuer Documents, the delivery of the LOM and compliance with the provisions herein and therein, under the circumstances contemplated hereby, will not conflict with or constitute on the part of the Issuer a breach of or default under any material agreement or other instrument to which the Issuer is a party or by which it is bound, or any existing law, administrative order or regulation, court order or consent decree to which the Issuer is subject.

(i) The representations and warranties of the Issuer contained in the Issuer Documents are true and correct in all material respects as of the date hereof and will be true and correct in all material respects as of the date of the Closing.

(j) Except as disclosed in the LOM, no legal proceedings are pending against the Issuer or, to the Issuer's knowledge, threatened against the Issuer: (i) contesting or affecting the existence of the Issuer; (ii) contesting or affecting the validity or authority for the execution and delivery of the Bonds or seeking to restrain or enjoin the execution and delivery thereof; (iii) contesting or affecting in any material respect the validity or enforceability of, or the compliance by the Issuer with, any of the Issuer Documents; (iv) seeking to restrain or enjoin the collection of amounts payable from the Issuer, or the pledge thereof, (v) seeking to restrain or enjoin the Project; (vi) contesting the accuracy or completeness of the LOM; or (vii) contesting the power or authority of the officials of the Issuer with respect to the Issuer Documents, the Bonds or the Project.

(k) The Preliminary LOM was as of its date, and the final LOM is, and at all times subsequent to the date of the final LOM up to and including the Closing Date will be, true and correct in all material respects, and the Preliminary LOM and the final LOM did not and do not, both as of its date and as of the date of the Closing, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) The execution and delivery of this Purchase Contract and any certificate or copy of any certificate signed by a duly authorized officer of the Issuer and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation by the Issuer to the Underwriter as to the truth of the statements made therein.

(m) Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Issuer, but rather is acting solely in its individual capacity as an underwriter for its own account.

5. The Closing. Subject to the satisfaction of the Conditions of Closing defined and described below and all other terms and conditions set forth herein, prior to 11:00 a.m., Boise, Idaho time, on April 23, 2013, or at such other time or on such earlier or later date as the Underwriter and the Issuer shall mutually agree upon (the "Closing"), the Issuer shall issue the Bonds and cause the Bonds to be delivered to the Underwriter through the facilities of The Depository Trust Company ("DTC") in typewritten form, duly executed by the Issuer, authenticated by the Trustee and registered in the name of Cede & Co., as nominee of DTC, the securities depository for the Bonds. At the Closing, the Issuer shall deliver or cause to be delivered to the Underwriter, at the offices of Hawley Troxell Ennis & Hawley, LLP, in Boise, Idaho ("Bond Counsel"), or at such other place as the Underwriter and the Issuer may mutually agree upon, the documents specified in paragraph 6 of the Section hereof entitled "Conditions of Closing," and the Underwriter shall accept such delivery and pay the Purchase Price by wire transfer in immediately available funds, in the amount of the purchase price payable to the Issuer, on the Closing Date, upon delivery to the Depository Trust Company, New York, New York ("DTC") of definitive Bonds, in book entry only form, duly executed and authenticated, and upon satisfaction of the conditions set forth in Section 6 hereof. The Bonds will be delivered as one fully registered Bonds for each maturity, bearing proper CUSIP numbers, in authorized denominations and registered in the name of Cede & Co., as nominee of DTC, which will act as

securities depository for the Bonds. CUSIP identification numbers shall be obtained by the Underwriter and printed on the Bonds in accordance with the requirements of DTC; provided, however, that neither the printing of a wrong number on any Bonds nor the failure to print a number thereon shall constitute cause to refuse acceptance or delivery of any Bonds. The Bonds shall be made available to the Underwriter at least one business day before the Closing Date for purposes of inspection.

6. Conditions of Closing. The Underwriter has entered into this Agreement in reliance upon the Issuer's representations and warranties and the Issuer's performance of its obligations hereunder, both as of the date hereof and as of the Closing. The Underwriter's obligations under this Agreement are and shall be subject to the following further conditions (the "Conditions Precedent"):

(a) The representations and warranties of the Issuer contained herein shall be true and correct on the date hereof and as of the Closing, as if made on the date hereof and the date of the Closing.

(b) As of the date of the Closing, the Issuer Documents shall have been duly authorized, executed and delivered by the parties thereto, shall be in full force and effect, and none of such documents, or the LOM, shall have been amended, modified or supplemented in any material respect except as may have been agreed to in writing by the Underwriter, and there shall have duly adopted and be in full force and effect such further resolutions, ordinances or other instruments or official action as shall be necessary in connection with the transactions contemplated hereby and thereby.

(c) As of Closing, the Bonds shall have been duly executed and delivered in accordance with the provisions of the Resolution.

(d) As of Closing, there shall have been taken by the Issuer, the Trustee and others in connection with the execution and delivery of the Issuer Documents and the Bonds, and with the transactions contemplated thereby, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate to the rendering of Bond Counsel's opinion with respect to the Bonds.

(e) As of Closing, there shall not have been any material adverse change in the affairs or financial condition of the Issuer as described in the LOM, except as set forth therein or contemplated thereby.

(f) As of Closing, the Underwriter shall receive the following, in each case satisfactory in form and substance to the Underwriter:

(i) Executed or certified copies of the Issuer Documents, the LOM and such other instruments authorizing or ratifying the execution, delivery and performance of the Issuer Documents and the Bonds;

(ii) The unqualified approving opinion of Bond Counsel, dated as of the Closing Date and addressed to the Underwriter directly or by reliance letter, substantially in the form appended to the LOM, as to the validity and enforceability of the Resolution and the validity of the Bonds;

(iii) The supplemental opinion of Bond Counsel, dated the date of Closing and addressed to the Underwriter, substantially to the effect that the Bonds are exempt securities under the Securities Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act;

(iv) An opinion of the Issuer's counsel, dated the date of the Closing, and addressed to the Issuer, the Underwriter, the Trustee and Bond Counsel, in a form and substance satisfactory to Hawley Troxell Ennis & Hawley LLP, as disclosure counsel (the "Disclosure Counsel");

(v) An opinion of counsel to KC Gardner Company, LC ("Developer"), dated the date of the Closing and addressed to the Issuer, the Underwriter, the Trustee, and Bond Counsel, in a form and substance satisfactory to Disclosure Counsel.

(vi) One or more certificates, dated the Closing Date, duly executed by appropriate officers of the Issuer, as to, among other things: (A) the incumbency of the officers and other authorized representatives of the Issuer; (B) the truth and accuracy as of the Closing of the representations and agreements of the Issuer made in the Issuer Documents; (C) the due authorization, approval, execution and delivery of the Issuer Documents by the Issuer and the validity and enforceability as against the Issuer of the Issuer Documents; (D) the absence of pending or threatened legal proceedings involving the Issuer that could adversely affect the authorization, execution, delivery, validity or enforceability of the Issuer Documents or the Bonds or seek to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the Pledged Revenues or, adversely affect the Project or the transactions contemplated by the Issuer Documents and the LOM, or contests in any way the accuracy or completeness of the LOM; (E) the accuracy and completeness of certain information, and absence of material omissions or misleading statements, in the LOM; and (F) the delivery of and payment for the Bonds, in a form satisfactory to Bond Counsel;

(vii) A certificate of the Trustee, dated as of the Closing, as to, among other things, the powers and authority of the Trustee, the acceptance of the duties of the Trustee under the Resolution and the Continuing Disclosure Agreement, in a form satisfactory to Bond Counsel;

(viii) a tax matters certificate of the Issuer in form and substance acceptable to Bond Counsel (the "Tax Certificate");

(ix) a certificate dated the date of Closing and signed by Developer or other appropriate party consenting to inclusion of certain illustrations in the Preliminary LOM and LOM, in form satisfactory to Disclosure Counsel;

(x) a consent of EideBailly LLP to inclusion of the audited financial reports of the Issuer in the LOM, and reference to such firm in the Preliminary LOM and the LOM, in form satisfactory to Disclosure Counsel,

(xi) such additional legal opinions, certificates, proceedings, instruments, and other documents as the Underwriter or Disclosure Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

If the Issuer is unable to satisfy the conditions contained in this Agreement or if the Underwriter's obligations are terminated for any reason permitted hereby, this Agreement shall terminate and neither the Issuer nor the Underwriter shall have any further obligation hereunder.

7. Events Permitting the Underwriter to Terminate. Subject to the satisfaction of the conditions set forth in Section 6 above, the Underwriter may also terminate its obligation to privately place the Bonds if, between the date hereof and the Closing, any of the following occurs:

(a) Legislation is enacted by the Congress of the United States or adopted by either House thereof or is recommended to the Congress by the President of the United States or shall have been introduced and favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision is rendered by or adopted by either House thereof or a decision by a court of the United States or an order, ruling or regulation is issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service, with respect to the tax-exemption of the interest to be paid on the Bonds by the Issuer that, in the Underwriter's reasonable judgment, materially adversely affects the market price of the Bonds;

(b) Legislation is enacted by the Congress of the United States to become effective on or prior to the Closing, or a decision of a court of the United States is rendered, or a stop order, ruling, regulation or proposed regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction over the subject matter is issued or made, to the effect that the issuance, sale, execution and delivery of the Bonds, or any other obligations of any similar public body of the general character of the Issuer, is in violation of the Securities Act, or with the purpose or effect of otherwise prohibiting the offering, issuance, sale or delivery of the Bonds as contemplated hereby or by the LOM, or of obligations of the general character of the Bonds;

(c) There shall exist any event that in the Underwriter's reasonable opinion either (i) makes untrue or incorrect in any material respect any statement contained in the LOM, or (ii) renders the statements contained in the LOM misleading in any material respect, which event has not been reflected to the satisfaction of the Underwriter in an amendment or supplement to the LOM pursuant to the Section hereof entitled "Offering Documents; Offering";

(d) There shall have occurred any outbreak or escalation of hostilities or other national or international calamity or crisis, the effect of which on the financial markets of the United States being such as, in the Underwriter's reasonable judgment, would make it impracticable for the Underwriter to sell or deliver the Bonds;

(e) There shall be in force a general suspension of trading on the New York Stock Exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission, or any other governmental authority having jurisdiction;

(f) The Federal Reserve System is closed or a general banking moratorium shall have been declared by either federal or State of Idaho authorities having jurisdiction and shall be in force;

(g) Any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by, any governmental body, department or agency in the State of Idaho, or a decision by any court of competent jurisdiction within the State of Idaho shall be rendered that, in the Underwriter's reasonable judgment, would have a material adverse effect on the market price of the Bonds; or

8. Expenses. As provided in Section 2, herein, the Underwriter shall pay the Purchase Price of the Bonds. The expenses incident to the performance of the Issuer's obligations hereunder, related to: the delivery of the Bonds, the Preliminary LOM and the LOM, related regulatory fees, fees for CUSIP numbers, and service of DTC will be paid directly by the Underwriter. The Underwriter shall not be obligated to pay the fees and disbursements of any other experts, advisors, engineers, auditors, or other consultants retained by the Issuer, and the fees of the Issuer's counsel, Bond Counsel, or Disclosure Counsel.

9. No Financial Advisory Relationship. The Issuer and the Underwriter hereby acknowledge and agree that no "financial advisory relationship" exists or has existed between the Issuer and the Underwriter in connection with the Bonds within the meaning of MSRB Rule G-23. However, if and to the extent that such a financial advisory relationship may be deemed to exist pursuant to such rule, it is hereby terminated and the Issuer consents to the acquisition of the Bonds by the Underwriter. The Underwriter hereby advises the Issuer, and the Issuer acknowledges, that there could be a conflict of interest in the Underwriter changing from the capacity of financial advisor to purchaser of the Bonds, and that the only remuneration to be received by the Underwriter with respect to the Bonds will consist of a premium charged Bond investors as set out in the LOM.

10. Notices. Any notice or other communication to the Issuer under this Agreement shall be given by delivering the same in writing at the Issuer's address set forth above, and any such notice or other communication to be given to the Underwriter shall be given by delivering the same in writing to Municipal Capital Markets Group, Inc., 8400 E. Prentice Avenue, Suite 500, Greenwood Village, Colorado 80111.

11. Exclusive Benefit; Survival. This Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof. The Issuer's representations, warranties, covenants and agreements in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any of the Underwriter, and shall survive the delivery of and payment for the Bonds.

12. Governing Law. The rights and obligations of the parties to this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Idaho.


13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

[Signature page follows]

If the terms of this Bond Purchase Agreement are acceptable to the Issuer, please so indicate by signing the acceptance below and delivering an executed copy hereof to the undersigned.

Very truly yours,

MUNICIPAL CAPITAL MARKETS GROUP, INC.



By: Christopher Perlitz, Registered Representative

This Agreement is accepted by the Issuer as of 3:40p.m. on the date first above written.

NAMPA DEVELOPMENT CORPORATION

By: Demetrius F. Ngandu
Chair, Board of Commissioners

EXHIBIT A

DESCRIPTION OF CERTAIN TERMS OF THE BONDS

\$18,320,000

Nampa Development Corporation

Revenue Allocation (Tax Increment) Bonds, Series 2013 (Library Square Project)

Principal Amount:

Principal amount:	\$18,320,000
Plus original issue net premium:	398,879.05
Less Underwriter's fee	(398,879.05)

Purchase Price: **\$18,320,000**

Maturity Dates and Interest Rates

Maturity (September 1) Year	Amount Par Value	Interest Rate Coupon	Yield	Price ⁺	CUSIP No. 629869
2013	\$995,000	2.4%	2.40%	100.000%	BF4
2014	690,000	2.4%	2.40%	100.000%	BG2
2015	715,000	2.4%	2.40%	100.000%	BH0
2016	685,000	2.4%	2.40%	100.000%	BJ6
2017	700,000	2.4%	2.40%	100.000%	BK3
2018	1,000,000	2.4%	2.40%	100.000%	AV0
2019	1,025,000	3.3%	3.20%	100.568%	BL1
2020	965,000	3.3%	3.30%	100.000%	BM9
2021	995,000	3.5%	3.30%	101.447%	AZ1
2022	595,000	3.5%	3.35%	101.193%	BA5
2023	615,000	4.0%	3.45%	104.751%	BB3
2024	590,000	4.0%	3.55%	104.171%	AW8
2025	620,000	4.4%	4.00%	103.865%	BC1
2026	645,000	4.4%	4.30%	101.003%	BD9
2027	675,000	4.6%	4.45%	101.573%	BE7
2028	610,000	4.6%	4.50%	101.094%	AX6
2031*	6,200,000	5.0%	4.64%	104.355%	AY4

*Term bond, final maturity

⁺Priced to maturity

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

Redemption Provisions:

Optional Redemption of the Bonds. 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.

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:

Mandatory Redemption Date		Mandatory Redemption Amount
<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.

Redemption in the Event of Damage, Destruction, Partial Taking or Total Taking. Notwithstanding anything otherwise provided in the Bond Resolution, 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 of the Bond Resolution.

Partial Redemption of the 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. 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. The Trustee shall promptly notify the Agency in writing of the Series 2013 Bonds or portions thereof selected for redemption.

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.

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.

In addition to the notice required by above, further notice may be given by the Trustee as set out in Section 4.3C of the Bond Resolution, 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 above.

Open Market Purchase. The Agency has reserved the right to purchase the Bonds on the open market at a price equal to or less than par. Any Bonds so purchased shall be canceled.