



May 18, 2013

Bobbi Rollins  
Post Falls Urban Renewal Agency  
PO Box 236  
Post Falls, ID 83877-0236

Re: *Consent to Assignment of:*

- 1) Master Owner Participation and Reimbursement Agreement dated July 19, 2007; and*
- 2) Project Specific Owner Participation and Reimbursement Agreement No. 1 dated February 18, 2011*

Dear Ms. Rollins:

This letter is to inform you that The Pointe, LLC, a Delaware limited liability company ("The Pointe") has entered into an agreement with The Pointe Partners, LLC, a Utah limited liability company ("Pointe Partners") to sell certain real property as well as certain contracts and assets, including the rights of reimbursement under the Master Owner Participation and Reimbursement Agreement dated July 19, 2007 (the "Master Agreement") by and between The Pointe and Post Falls Urban Renewal Agency, an Idaho urban renewal agency (the "Agency"), and the Project Specific Owner Participation and Reimbursement Agreement No. 1 dated February 18, 2011, also between The Pointe and the Agency (the "Participation Agreement"). The purpose of this letter is to obtain the Agency's consent to the assignment of the Master Agreement and the Participation Agreement, together with any and all amendments thereto, including the right to payment of Urban Renewal funds, to Pointe Partners and to obtain assurances that The Pointe is not in default under the Master Agreement or the Participation Agreement.

Please indicate your consent to the assignment by signing below and returning this letter to me at your earliest convenience. By signing this consent, you acknowledge and represent that the Master Agreement and the Participation Agreement are both in full force and effect, that The Pointe is current in its obligations and not in material default of any term or condition of either the Master Agreement or the Participation Agreement and that after receipt of notice of Closing that all payments, reimbursements, if any, under the Master Agreement and/or the Participation Agreement shall be paid to or at the direction of Pointe Partners and not The Pointe.



Thank you for your cooperation. If you have any questions regarding the foregoing, please feel free to contact me.

Sincerely,

THE POINTE, LLC

Jeffrey Vitek

*Executive Committee Member*



*Consent to Assignment*

The undersigned does hereby consent to the assignment of the Master Owner Participation and Reimbursement Agreement and the Project Specific Owner Participation and Reimbursement Agreement as set forth above. This Consent shall in no way be construed to increase the amount of Reimbursement Payments that are defined and limited in the Consent to Assignment and Agreement executed by the Agency on May 16, 2013 with respect to an Assignment of Payment Rights between The Pointe and Pointe Partners. Any future developments under the Master Owner Participation and Reimbursement Agreement and the Project Specific Owner Participation and Reimbursement Agreement that may be eligible for reimbursement must be approved as set forth in such agreements.

POST FALLS URBAN RENEWAL AGENCY

By: Bobbi Rollins  
Its: Chairperson

Dated: May 20, 2013