

ASSIGNMENT OF LOAN AGREEMENT

WHEREAS, the City of Billings, Montana, a political subdivision of the State of Montana (hereinafter referred to as the “City”), has issued and delivered its Higher Education Revenue Note (Rocky Mountain College Energy Performance Project), Series 2011 (the “Note”), of even date herewith, in favor of PNC Equipment Finance, LLC of Columbus, Ohio (hereinafter referred to as the “Lender”), in the principal amount of \$2,610,868; and

WHEREAS, the City has entered into a Loan Agreement (hereinafter referred to as the “Loan Agreement”) with Rocky Mountain College, a Montana nonprofit corporation (hereinafter referred to as the “Borrower”), of even date herewith, under the terms of which the City will loan the proceeds of the Note to the Borrower and the Borrower will agree to repay the loan upon the terms set forth therein; and the City has entered into an Escrow Agreement (hereinafter referred to as the “Escrow Agreement”) with the Borrower and the Lender, of even date herewith, under the terms of which the Lender will disburse the proceeds of the Note to or on behalf of the Borrower upon the terms and conditions set forth therein; and

WHEREAS, the City is desirous of further securing the Note issued to the Lender, and of inducing the Lender to advance funds thereon to the Borrower as provided in the Disbursing Agreement.

NOW, THEREFORE, in order to induce the Lender to purchase the Note and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City does hereby grant a security interest in and sell, assign and transfer unto the Lender the City’s entire interest in the Loan Agreement, together with all rights and interest thereunder, including, but not limited to, the City’s right to receive loan repayments (except the City’s right to payment under Section 3.03(2) and (3) thereof, to indemnification under Section 4.02 thereof and to attorneys’ fees and expenses under Section 6.06 thereof). Subject to the terms and conditions of the Loan Agreement and the limitations of Montana Code Annotated, Title 90, Chapter 5, Part 1, as amended, the City covenants with the Lender that the City has good right to assign and transfer the Loan Agreement in the manner and form aforesaid and that its interest is free and clear of all charges and encumbrances. From and after the date hereof, subject to the exceptions set forth in this paragraph, references in the Loan Agreement to the “City” shall be to the “Lender.”

IN WITNESS WHEREOF, the City and the Lender have hereunto executed this instrument as of this 31st day of March, 2011.

CITY OF BILLINGS, MONTANA

By _____
Mayor

By _____
Financial Services Manager

Attest: _____
City Clerk

We have accepted the foregoing Assignment of Loan Agreement this 31st day of March, 2011.

PNC EQUIPMENT FINANCE, LLC

Name:

Title: