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**AMENDMENT OF SUBDIVISION IMPROVEMENT AGREEMENT & WAIVER OF
RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS**

SHILOH BUSINESS PARK SUBDIVISION

This AMENDMENT is made and entered into this ____ day of _____, 2022 (the “Amendment”), by the undersigned SHILO 47 LLP, a Montana Limited Liability Partnership, whose address for the purpose of this Amendment is PO Box 80667, Billings, MT 59108-0667, (“Subdivider”), and THE CITY OF BILLINGS, a municipal corporation, Billings, Montana, (the “City”).

WITNESSETH

WHEREAS, the hereinafter described real property is subject to the terms of that certain Subdivision Improvements Agreement (as amended and/or modified, the “Subdivision Improvements Agreement”) by and between the undersigned dated January 15, 2002, and recorded February 13, 2002, under Document No. 3164357, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, the Subdivision Improvements Agreement contains Exhibit A, which depicts a conceptual private road which was not a requirement of final plat approval and was inappropriately included in the recorded Subdivision Improvements Agreement; and

WHEREAS, the Subdivider’s plan to develop said real property does not include this non-required, conceptual private road, and Subdivider and the City desire to amend the Subdivision Improvements Agreement to remove Exhibit A from the Subdivision Improvements Agreement.

THEREFORE, THE PARTIES TO THIS AMENDMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

1. Site Plan. Exhibit A to the Subdivision Improvements Agreement is hereby deleted in its entirety and shall have no binding effect on Subdivider.
2. Binding Effect. The covenants, agreements, and all statements in the Subdivision Improvements Agreement and this Amendment run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

3. Attorneys' Fees. In the event it becomes necessary for either party to this Amendment to retain an attorney to enforce any of the terms or conditions of this Amendment or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

4. Modification. Except as modified by this Amendment, the terms and conditions of the Subdivision Improvements Agreement remain unchanged and in full force and effect. Any further amendments or modifications of the Subdivision Improvements Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Subdivision Improvements Agreement. In the event of a conflict in the terms and conditions of the Subdivision Improvements Agreement and this Amendment, the terms and conditions of this Amendment shall control.

[Signatures Follow.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

“SUBDIVIDER”

SHILO 47 LLP, a Montana limited liability Partnership

By: [Signature]
Name: James R. Bennett
Title: Managing Partner

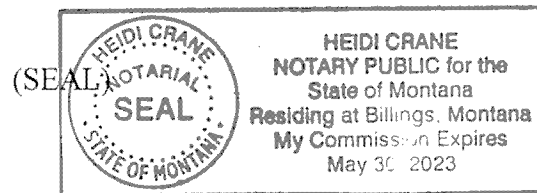
STATE OF MONTANA

County Of Yellowstone

ss.

On this 22nd day of September, 2022, before me, Heidi Crane, a Notary Public for the state of Montana, personally appeared James R. Bennett, known to me to be the Managing Partner of Shilo 47, LLP, a _____, who is the _____ on behalf of _____, a _____, and acknowledged to me that said person executed the foregoing instrument on behalf of said _____ in its capacity as _____ on behalf of _____, a _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



Heidi Crane
Notary Public for the state of Montana,
residing at _____
My commission expires _____

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

“CITY”

CITY OF BILLINGS, MONTANA

By: _____
Name: _____
Title: _____

STATE OF MONTANA

County Of Yellowstone

ss.

On this ___ day of _____, 2022, before me, _____,
a Notary Public for the state of _____, personally appeared
_____, known to me to be the _____ of
_____, a _____, who is the _____
on behalf of _____, a _____, and acknowledged
to me that said person executed the foregoing instrument on behalf of said _____
in its capacity as _____ on behalf of _____, a
_____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

Notary Public for the state of _____,
residing at _____
My commission expires _____

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

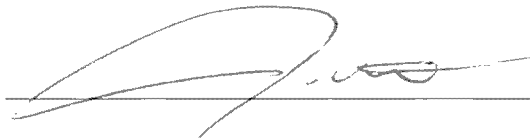
The real property hereinabove mentioned is more particularly described as follows:

SHILOH BUSINESS PARK SUBDIVISION

(Signatures Follow.)

Signed and dated this 22nd day of September, 2022.

SHILOH 47 LLP, a Montana limited liability Partnership



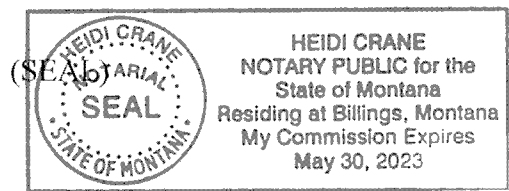
STATE OF MONTANA

County Of Yellowstone

ss.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



Heidi Crane
Notary Public for the state of Montana,
residing at _____
My commission expires _____

Return to:

RELEASE

SHILOH BUSINESS PARK SUBDIVISION

This **RELEASE** is made and entered into this ____ day of _____, 2022 (the “**Release**”), by the undersigned SHILO 47 LLP, a Montana Limited Liability Partnership (“**Subdivider**”), and THE CITY OF BILLINGS, a municipal corporation, (the “**City**”).

WHEREAS, the hereinafter described real property is subject to the terms of that certain Subdivision Improvements Agreement (as amended and/or modified, the “**Subdivision Improvements Agreement**”) by and between the undersigned dated January 15, 2002, and recorded February 13, 2002, under Document No. 3164357, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, said real property is also subject to that certain Declaration of Restriction on Transfers and Conveyances (the “**Declaration**”) recorded February 13, 2002, and under Document No. 3164357, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, in accordance with the provisions of said Subdivision Improvements Agreement and the Declaration, escrow amounts have been established and funded and/or private contract has been executed and necessary funding guaranties have been provided and/or a Special Improvement District has been created and bonds sold, as the case may be, providing for the installation and construction of all required public improvements to serve the hereinafter described real property, and Subdivider and the City desire to release and terminate the Transfer Restriction.

NOW THEREFORE, in consideration of the premises, the undersigned do hereby declare and agree that all restrictions and conditions contained in said Declaration relating to the sale, transfer, or conveyance of the hereinafter described real property are hereby released and discharged and shall be of no further force and effect, as the same relate to the following real property situated in Yellowstone County, Montana:

PARCEL A:

LOT 9A IN BLOCK 2 OF THE AMENDED PLAT OF LOTS 9, 10-A AND 11-A, BLOCK 2, SHILOH BUSINESS PARK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF YELLOWSTONE COUNTY, MONTANA UNDER DOCUMENT #3453246

PARCEL B:

LOTS 4, 5, 6, 7, AND 8, BLOCK 2, OF SHILOH BUSINESS PARK
SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF ON
FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND
RECORDER OF YELLOWSTONE COUNTY, MONTANA UNDER
DOCUMENT #3164356.

[Signatures Follow.]

IN WITNESS WHEREOF, the parties have executed this Release as of the date first above written.

“SUBDIVIDER”

SHILO 47 LLP, a Montana limited liability Partnership

By: [Signature]
Name: James R. Bennett
Title: Managing Partner

STATE OF MONTANA

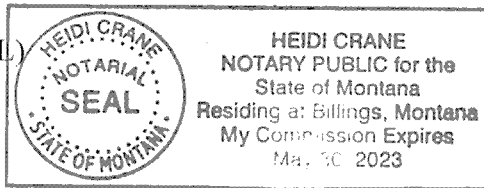
County Of Yellowstone

ss.

On this 22nd day of September, 2022, before me, Heidi Crane, a Notary Public for the state of Montana, personally appeared James R. Bennett, known to me to be the Managing Partner of Shilo 47, LLP, a _____, who is the _____ on behalf of _____, a _____, and acknowledged to me that said person executed the foregoing instrument on behalf of said _____ in its capacity as _____ on behalf of _____, a _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)



Heidi Crane
Notary Public for the state of Montana,
residing at _____
My commission expires _____

IN WITNESS WHEREOF, the parties have executed this Release as of the date first above written.

“CITY”

CITY OF BILLINGS, MONTANA

By: _____

Name: _____

Title: _____

STATE OF MONTANA

County Of Yellowstone

ss.

On this ___ day of _____, 2022, before me, _____, a Notary Public for the state of _____, personally appeared _____, known to me to be the _____ of _____, a _____, who is the _____ on behalf of _____, a _____, and acknowledged to me that said person executed the foregoing instrument on behalf of said _____ in its capacity as _____ on behalf of _____, a _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

Notary Public for the state of _____,

residing at _____

My commission expires _____