

PROMISSORY NOTE

As hereinafter provided, the undersigned **CITY OF BILLINGS**, a Municipal City, whose address is 316 N. 26th Street, Billings, MT 59101 ("**Borrower**"), promises to pay to **BIG SKY ECONOMIC DEVELOPMENT CORPORATION**, a Montana nonprofit corporation, whose address is 201 N. Broadway, Billings, MT 59101, ("**Lender**"), the sum of **EIGHTY FOUR THOUSAND EIGHT HUNDRED FORTY EIGHT** dollars (\$84,848.00) for value received, plus interest upon the principal balance at the rate of **ZERO** percent (0.00%) per annum from the date of this note, until paid in full.

The Note shall be a single pay note having a term of **THIRTY SIX** (36) months from the date of execution of this note. The Maturity Date will be **THIRTY SIX** (36) months from the execution date of this note. **Borrower** shall make one lump sum principal payment in the amount of **EIGHTY FOUR THOUSAND EIGHT HUNDRED FORTY EIGHT** dollars (\$84,848.00) upon the Maturity Date. Upon the failure by **Borrower** to make any payment pursuant to this Note or to comply with any promises or conditions contained in the Loan Agreement executed by **Borrower** contemporaneously with this Note, or any Related Documents (as defined in the Loan Agreement), **Lender** may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due and payable.

Borrower agrees in case of default in the payment of this Note to pay all costs and expenses of collecting the same, including reasonable attorney fees.

This Note is secured by a Montana Trust Indenture.

If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. **Borrower** does not agree or intend to pay, and **Lender** does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause **Lender** to charge or collect more for this loan than the maximum **Lender** would be permitted to charge or collect by federal law or the law of the State of Montana (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to **Borrower**. **Lender** may delay or forgo enforcing any of its rights or remedies under this Note without losing them. **Borrower** and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that **Lender** may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect **Lender's** security interest in the collateral; and take any other action deemed necessary by **Lender** without the consent of or notice to anyone. All such parties also agree that **Lender** may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

IN WITNESS WHEREOF, the parties have caused this Promissory Note to be executed by their respective officers thereunto duly authorized, as of the following date.

DATED _____.

BORROWER:
CITY OF BILLINGS,
A Municipal City,

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Name:

LENDER:
BIG SKY ECONOMIC DEVELOPMENT
CORPORATION

ATTEST:

By: _____
Nina Philpott, Assistant Secretary

By: _____
Paul Green, Executive Director