

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Laurel, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. R20-15, entitled: "RESOLUTION RELATING TO \$3,055,000 TAX INCREMENT URBAN RENEWAL REVENUE BOND (LAUREL URBAN RENEWAL DISTRICT), SERIES 2020; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on March 24, 2020, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council members voted in favor thereof: Council Member Sparks, Council Member Herr, Council Member Wilke, Council Member Nelson, Council Member Klose, Council Member Eaton; voted against the same: _____; abstained from voting thereon: _____; or were absent: Council Member Stokes, Council Member McGee.

WITNESS my hand and seal officially this 24th day of March, 2020.



City Clerk-Treasurer

RESOLUTION NO. R20-15

RESOLUTION RELATING TO \$3,055,000 TAX INCREMENT URBAN RENEWAL REVENUE BOND (LAUREL URBAN RENEWAL DISTRICT), SERIES 2020; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR

BE IT RESOLVED by the City Council (the "Council") of the City of Laurel, Montana (the "City"), as follows:

Section 1. Definitions, Authorizations and Findings.

1.01. Definitions. The terms defined in this Section 1.01 shall for all purposes of this Resolution have the meanings herein specified, unless the context clearly otherwise requires:

Accountant means a Person engaged in the practice of accounting as a certified public accountant, whether or not employed by the City.

Act means Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended or supplemented.

Additional Bonds means any Bonds issued pursuant to Sections 4.01 through 4.03.

Bond Account means the account so designated in the Tax Increment Debt Service Account.

Bond Counsel means any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, selected by the City.

Bond Register means the register maintained for the purpose of registering the ownership, transfer and exchange of the Bonds of any series.

Bonds means the Series 2020 Bond and any Additional Bonds.

Business Day means, with respect to the Bonds of any series, any day other than a Saturday, Sunday or other day on which the Registrar for such series of Bonds is not open for business.

City means the City of Laurel, Montana, or its successors.

Code means the Internal Revenue Code of 1986, as amended.

Construction Account means the account so designated in the Tax Increment Capital Project Account.

Council means the City Council of the City or any successor governing body thereof.

Defeasance Obligations means obligations for payment of the principal of and interest on which the United States has pledged its full faith and credit and which are not subject to

redemption or prepayment other than at the option of the holder thereof, or an acceptable government money market fund containing such obligations.

District means the Laurel Urban Renewal District, created and established pursuant to the Act and the Ordinance, as such district may be enlarged or reduced in accordance with the Act and this Resolution.

Fiscal Year means the period commencing on the first day of July of any year and ending on the last day of June of the next calendar year, or any other twelve-month period authorized by law and specified by this Council as the City's Fiscal Year.

Independent means, when used with respect to any specified Person, such a Person who (i) is in fact independent; (ii) does not have any direct financial interest or any material indirect financial interest in the City, other than the payment to be received under a contract for services to be performed by such Person; and (iii) is not connected with the City as an officer, employee, promoter, trustee, partner, director, underwriter or person performing similar functions. Whenever it is herein provided that any Independent Person's opinion or certificate shall be furnished, such Person shall be appointed by the City and such opinion or certificate shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

Interest Account means the subaccount so designated in the Bond Account.

Interest Payment Date means, with regard to any Installment Payment Bond, a Payment Date of an installment of interest on any of such Bonds and with regard to any Bond that is a Term Bond or Serial Bond, the Stated Maturity of an installment of interest on any of such Bonds.

Installment Payment Bond means a Bond that is neither a Serial Bond nor a Term Bond that is payable in installments of principal and interest.

Ordinance means Ordinance No. 007-11, adopted by the Council on November 20, 2007, as amended by Ordinance Nos. 008-09, 09-04 and 012-01, adopted by the Council on October 21, 2008, April 21, 2009 and March 6, 2012, as such may be further amended or supplemented in accordance with the Act and this Resolution.

Original Purchaser means, with respect to any series of Bonds, the Person who purchases such series of Bonds from the City when first issued. The Original Purchaser of the Series 2020 Bond is Western Security Bank, Division of Glacier Bank in Billings, Montana.

Outstanding means, with reference to Bonds, as of the date of determination, all Bonds theretofore issued and delivered under this Resolution except:

(i) Bonds theretofore cancelled by the City or delivered to the City cancelled or for cancellation;

(ii) Bonds and portions of Bonds for whose payment or redemption money or Defeasance Obligations (as provided in Section 9.04) shall have been theretofore

deposited in trust for the Owners of such Bonds; provided, however, that if such Bonds are to be redeemed, notice of such redemption shall have been duly given pursuant to this Resolution or irrevocable instructions to call such Bonds for redemption at a stated Redemption Date shall have been given by the City; and

(iii) Bonds in exchange for or in lieu of which other Bonds shall have been issued and delivered pursuant to this Resolution;

provided, however, that in determining whether the Owners of the requisite principal amount of Outstanding Bonds have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds owned by the City shall be disregarded and deemed not to be Outstanding.

Owner means, with respect to any Bond, the Person in whose name such Bond is registered in the Bond Register.

Payment Date means an Interest Payment Date or a Principal Payment Date.

Person means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Plan means the City of Laurel Urban Renewal Plan adopted by the Council on November 20, 2007, including all amendments thereof adopted in accordance with the Act, the Ordinance and this Resolution.

Principal Account means the subaccount so designated in the Bond Account.

Principal and Interest Requirements means, with respect to any Bonds and for any Fiscal Year or other specified period, the amount required to pay the principal of and interest on such Bonds during such Fiscal Year or other period, determined on the assumption that each Serial Bond is to be paid on its Stated Maturity and each Term Bond is to be paid on the Sinking Fund Payment Dates according to the mandatory redemption requirements established for such Term Bond by the applicable section of this Resolution or any Supplemental Resolution.

Principal Payment Date means, in the case of an Installment Payment Bond, a Payment Date on which an installment payment of principal is due; in the case of a Serial Bond, a Stated Maturity of principal, and in the case of a Term Bond, a Sinking Fund Payment Date.

Project means the 2020 Project and any other urban renewal project undertaken under the Act in or for the benefit of the District.

Redemption Date when used with respect to any Bond to be redeemed means the date on which it is to be redeemed.

Redemption Price when used with respect to any Bond to be redeemed means the price at which it is to be redeemed.

Registrar means the Person, if any, appointed by the City to act as bond registrar, transfer agent and paying agent for a series of Bonds. With respect to the Series 2020 Bond, the Registrar shall be appointed as set forth in Section 3.04.

Serial Bonds means Bonds which are not Term Bonds.

Series 2020 Bond means the City's Tax Increment Urban Renewal Revenue Bond (Laurel Urban Renewal District), Series 2020, issued in the original aggregate principal amount of \$3,055,000.

Sinking Fund Payment Date means a date set forth in any applicable provision of a Supplemental Resolution for the making of a mandatory principal payment for the redemption of a Term Bond.

State means the State of Montana.

Stated Maturity when used with respect to any Serial Bond or Term Bond, means.

Subordinate Obligations means any bonds, notes or obligations of the City issued on a subordinate basis to the Bonds as to the Tax Increment pursuant to Section 4.04.

Supplemental Resolution means any resolution supplemental to this Resolution adopted pursuant to Section 8.

Tax Increment means the amount received by the City pursuant to the Act from the extension of levies of Taxes (expressed in mills) against the incremental taxable value (as defined in the Act) of all Taxable Property, and shall include entitlement share and reimbursement amounts received from the State with respect to property in the District, payments in lieu of Taxes attributable to the incremental taxable value and all payments received by the City designated as replacement revenues for lost Tax Increment, as provided in Section 7.08.

Tax Increment Capital Project Account means the account so designated in the Tax Increment Accounts.

Tax Increment Debt Service Account means the account so designated in the Tax Increment Accounts.

Tax Increment Development Account means the account so designated in the Tax Increment Accounts.

Tax Increment Accounts means the accounts established pursuant to Section 5.

Taxable Property means all real and personal property located in the District and subject to Taxes, including land, improvements and equipment.

Taxes means all taxes levied on an ad valorem basis by any Taxing Body against the Taxable Property (exclusive of the six mill levy for university purposes levied by the State), and shall include all payments in lieu of taxes received by the City with respect to Taxable Property.

Taxing Body means the City; Yellowstone County, Montana; Laurel Elementary School District No. 7-70, Yellowstone County, Montana; Laurel High School District No. 7, Yellowstone County, Montana; the State; and any other political subdivision or governmental unit which may hereafter levy Taxes against property within the District.

Term Bond means any Bond for the payment of the principal of which mandatory payments are required by this Resolution or Supplemental Resolution to be made at times and in amounts sufficient to redeem all or a portion of such Bond prior to its Stated Maturity.

2020 Project shall have the meaning set forth in Section 1.04.

1.02. Rules of Construction. Unless the context otherwise requires or except as otherwise expressly provided:

(a) All references in this Resolution to designated sections and other subdivisions are to the designated sections and other subdivisions of this Resolution as originally adopted.

(b) The words “herein,” “hereof” and “hereunder” and other words of similar import without reference to any particular section or subdivision refer to this Resolution as a whole and not to any particular section or other subdivision unless the context clearly indicates otherwise.

(c) The terms defined in this Resolution include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles applicable to governmental entities.

(e) All computations provided herein shall be made in accordance with generally accepted accounting principles applicable to governmental entities consistently applied.

(f) “Or” is not intended to be exclusive, but is intended to contemplate or encompass one or more or all of the terms or alternatives conjoined.

1.03. Authorization. Under the Act, the City is authorized to create urban renewal areas, prepare and adopt an urban renewal plan therefor and amendments thereto, undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to property taxes collected in such areas, issue its bonds to pay the costs of such projects and to refund bonds previously issued under the Act and pledge to the repayment of the bonds the tax increment and other revenues derived from projects undertaken within the urban renewal area.

1.04. Prior City Actions. In accordance with the Act, the City determined that blighted property is located within the District, and that the rehabilitation, redevelopment or a combination thereof is necessary for the public health, safety, morals or welfare of the residents of the City, and the Council created the District and adopted the Plan which provides for the segregation and collection of tax increment with respect to the District. The District and the Plan have been duly and validly created and adopted in strict accordance with applicable provisions of the Act and are in full force and effect.

As set forth in the Plan, tax increment financing is to be used to further the goals and objectives in the Plan, which include improving the pedestrian environment by adding well-designed streetscape and sidewalks and having state of the art, updated utilities and infrastructure.

As authorized by the Plan and pursuant to Resolution No. R20-06, adopted February 11, 2020, following a duly noticed public hearing, this Council determined to undertake an urban renewal project in the District, consisting of design, engineering and construction of various public infrastructure improvements within the District, generally consisting of reconstruction of Washington, Idaho and Ohio Avenues, East First and East Fourth Streets, generally bound by Wyoming and Alder Avenues, Main and East Fourth Streets, including sidewalks, curb and gutter, pedestrian ramps, driveway approaches and new asphalt pavement; replacement of existing water mains, including valves, fittings, fire hydrants and other appurtenances; replacement of existing sanitary sewer main; installation of a new storm drain system, including inlets, manholes and appurtenances; and related improvements (collectively, the “2020 Project”) and declared its intention to issue tax increment bonds payable from Tax Increment for the purpose of financing all or a portion of the costs of the 2020 Project.

1.05. Estimated Costs of the 2020 Project. The total cost of the 2020 Project is estimated as follows:

Construction Costs	\$2,487,572.50
Contingency	252,427.50
Engineering	315,000.00
Total	\$3,055,000.00

Costs of the 2020 Project in excess of the proceeds of the Series 2020 Bond, including costs of issuance of the Series 2020 Bond, will be payable from funds the City has on hand and available therefor.

1.06. Available Tax Increment. The City received Tax Increment of \$771,922 in Fiscal Year 2019 and expects to receive Tax Increment of approximately \$771,922 in Fiscal Year 2020 and thereafter. The maximum Principal and Interest Requirements on the Series 2020 Bond is \$180,239.12. Accordingly, Council hereby finds and determines that the estimated Tax Increment to be received by the City will be sufficient to pay the maximum Principal and Interest Requirements on the Series 2020 Bond.

1.07. Findings and Determinations. It is hereby found, determined and declared by this Council as follows:

- (a) no persons will be displaced from their housing by the 2020 Project;
- (b) the Plan and the 2020 Project conform to the comprehensive plan or parts thereof of the City as a whole;
- (c) the Plan and the 2020 Project will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment in the District by private enterprise;
- (d) a sound and adequate financial program will exist for the financing of the 2020 Project, which program includes the City's use of Series 2020 Bond proceeds;
- (e) the 2020 Project is in the best interests of the City;
- (f) the 2020 Project is authorized under the Plan and constitutes an urban renewal project within the meaning of the Act;
- (g) the estimated Tax Increment to be received by the City, as set forth in Section 1.06, and pledged to the payment of the Series 2020 Bond will be sufficient to pay the principal thereof and interest thereon when due; and
- (h) it is in the best interests of the City to issue and sell the Series 2020 Bond to finance the costs of the 2020 Project as provided in this Resolution.

1.08. Authorization and Sale of Series 2020 Bond. This Council hereby determines that it would be in the best interests of the City to sell its Tax Increment Urban Renewal Revenue Bond (Laurel Urban Renewal District), Series 2020 (the "Series 2020 Bond"), in a negotiated sale to Western Security Bank, a division of Glacier Bank (the "Original Purchaser"), as authorized by Section 7-15-4301(1)(a) of the Act. The Original Purchaser has agreed to purchase the Series 2020 Bond at the purchase price of \$3,055,000, subject to the terms and conditions hereof.

1.09. Findings and Determinations. All acts, conditions and things required by the Constitution and laws of the State, including the Act, in order to pledge the Tax Increment to the payment of the Bonds, to make the Series 2020 Bond valid and binding special, limited obligations of the City in accordance with their terms and in accordance with the terms of this Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

Section 2. The Bonds.

2.01. General Title. The general title of the Bonds of all series shall be "Tax Increment Urban Renewal Revenue Bonds (Laurel Urban Renewal District)," with appropriate additions for refunding Bonds and to distinguish Bonds of each series from Bonds of other series.

2.02. General Limitations; Issuable in Series. The aggregate principal amount of Bonds that may be authenticated and delivered and Outstanding under this Resolution is not limited, except as provided in Section 4 and except as may be limited by law.

The Bonds may be issued in series as from time to time authorized by the City.

The Bonds are special, limited obligations of the City. The Bonds are not general obligations of the City and neither the general credit nor the taxing power of the City, Yellowstone County or the State is pledged to the payment of the Bonds or the interest thereon. Principal of, premium, if any, and interest on the Bonds (except to the extent expressly payable out of proceeds of the Bonds) are payable solely from the Tax Increment or other sources which may be pledged to the payment of any series of Bonds. Yellowstone County and the State shall in no event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or the performance of any pledge of any kind whatsoever that may be undertaken by the City with respect thereto. Neither the Bonds nor any of the agreements or obligations of the City contained herein or therein shall be construed to constitute an indebtedness of the City, Yellowstone County or the State within the meaning of any constitutional or statutory provisions whatsoever.

If any Payment Date or Redemption Date shall be on a day which is not a Business Day, then payment of principal of, premium, if any, or interest due on such day may be made on the next succeeding Business Day, with the same force and effect as if made on such Payment Date or Redemption Date (whether or not such next succeeding Business Day occurs in a succeeding month), and no interest shall accrue for the intervening period.

2.03. Terms of a Particular Series. Each series of Bonds (except the Series 2020 Bond, which is created by Section 3) shall be created by a Supplemental Resolution and pursuant to Section 4. The City may, at the time of the creation of any series of Bonds or at any time thereafter make, and the Bonds of that series may also contain, provision for a sinking, amortization, improvement or other analogous fund. All Bonds of the same series shall be substantially identical except as to denomination and the differences specified herein or in a Supplemental Resolution between interest rates, Stated Maturities and redemption provisions.

2.04. Form and Denominations. The form of the Bonds (other than the Series 2020 Bond, as to which specific provision is made in Section 3) shall be established by the Supplemental Resolution creating such series.

The Bonds of any series shall be issuable as fully registered Bonds, in such denominations as shall be provided in the Supplemental Resolution creating such series (other than the Series 2020 Bond, as to which specific provision is made in Section 3).

2.05. Execution and Delivery. Each Bond shall be executed on behalf of the City by the officials of the City specified in a Supplemental Resolution (other than the Series 2020 Bond, as to which specific provision is made in Section 3). The signature of any official may be facsimile, if permitted by applicable law. Bonds bearing the manual or facsimile signatures of individuals who were at any time the proper officials of the City shall bind the City, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the delivery of such Bonds or did not hold such offices at the date of such Bonds.

At any time and from time to time, the City may deliver Bonds executed by the proper officers of the City to the Registrar for authentication, and the Registrar shall authenticate and

deliver such Bonds as specified in a Supplemental Resolution (other than the Series 2020 Bond, as to which specific provision is made in Section 3).

Section 3. The Series 2020 Bond.

3.01. Payment Terms. The Series 2020 Bond shall be issued in the maximum principal amount of \$3,055,000, shall be dated, as originally issued, and be registered as of its date of delivery and shall be issued as a single, fully registered bond. Principal of the Series 2020 Bond, together with interest thereon at the rate of 3.38% per annum, shall be payable in semi-annual installments of principal and interest due on each January 1 and July 1 (each, a Payment Date), commencing July 1, 2020 and concluding January 1, 2045, unless earlier prepaid or redeemed, in the amounts and on the respective dates set forth in Schedule I to the form of the Series 2020 Bond. Interest on the Series 2020 Bond shall be calculated on the basis of a 360-day year composed of twelve 30-day months. The Series 2020 Bond is an Installment Payment Bond.

3.02. Record Dates. Principal and interest on the Series 2020 Bond shall be payable to the Owner of record thereof as such appears on the Bond Register as of the close of business on the fifteenth day of the month immediately preceding each Payment Date, whether or not such day is a business day.

3.03. System of Registration. The City shall appoint, and shall maintain, a Registrar for the Series 2020 Bond. This Section 3.03 shall establish a system of registration for the Series 2020 Bond as defined in the Model Public Obligations Registration Act of Montana, Montana Code Annotated, Title 17, Chapter 5, Part 11, as amended (the "Registration Act"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Bond Register. The Registrar shall keep at its principal office a Bond Register in which the Registrar shall provide for the registration of ownership of Series 2020 Bond and the registration of transfers and exchanges thereof.

(b) Transfer. Upon surrender for transfer of the Series 2020 Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new Series 2020 Bond of the same series and a like aggregate principal amount, interest rate and payment schedule or maturity as requested by the transferor. The Registrar may, however, close the books for registration of the transfer of any Series 2020 Bond or portion thereof selected or called for redemption.

(c) Exchange. Whenever the Series 2020 Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver a new Series 2020 Bond of the same series and a like aggregate principal amount, interest rate and payment schedule or maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. The Series 2020 Bond surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of.

(e) Improper or Unauthorized Transfer. When the Series 2020 Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Series 2020 Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Series 2020 Bond is at any time registered in the Bond Register as the absolute Owner of such Series 2020 Bond, whether such Series 2020 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Series 2020 Bond and for all other purposes, and all such payments so made to any such registered Owner or upon the Owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Series 2020 Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of the Series 2020 Bond (except upon a partial redemption of the Series 2020 Bond pursuant to Section 3.05), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Series 2020 Bond. In case the Series 2020 Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Series 2020 Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of such mutilated Series 2020 Bond or in lieu of and in substitution for such Series 2020 Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Series 2020 Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Series 2020 Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. The Series 2020 Bond so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Series 2020 Bond has already matured or such Series 2020 Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Series 2020 Bond prior to payment.

3.04. Initial Bond Registrar. The City hereby appoints the City Clerk-Treasurer as the initial Registrar for the Series 2020 Bond. The City reserves the right to appoint a bank, trust company or financial institution as successor registrar, transfer agent or paying agent, as authorized by the Registration Act, and the City agrees to pay the reasonable and customary charges of the Registrar for the services performed.

3.05. Optional Prepayment and Redemption. The Series 2020 Bond is subject to prepayment and redemption at the option of the City on April 15, 2030 and any date thereafter, with 30 days' prior written notice to the registered owner of the Series 2020 Bond, in whole or in part, at a price of the principal amount being prepaid and redeemed plus interest thereon through the date of prepayment or redemption, without premium or penalty. Following each prepayment, the registered owner of the Series 2020 Bond will reamortize the debt service over the then-remaining term. So long as the Series 2020 Bond is held by one registered owner, upon partial prepayment, there shall be no need to exchange a new bond for the unredeemed portion of the existing bond; provided that, if the debt service of the Series 2020 Bond is reamortized as provided above in this Section, the debt service schedule attached as Schedule I to the Series 2020 Bond shall be replaced by the debt service schedule reflecting the reamortization of the principal then outstanding in substantially equal semi-annual installments of principal and interest.

3.06. Execution and Delivery of Series 2020 Bond. The Series 2020 Bond shall be forthwith prepared for execution under the direction of the City Clerk-Treasurer, at the expense of the City, and shall be executed on behalf of the City and authenticated as provided in Section 2.05. When the Series 2020 Bond has been fully executed and authenticated, it shall be delivered by the Registrar to the Original Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Original Purchaser thereof shall not be obligated to see to the application of the purchase price.

3.07. Form of Series 2020 Bond. The Series 2020 Bond shall be in substantially the form set forth in Exhibit A hereto (which is hereby incorporated herein and made a part hereof), with such appropriate variations, omissions and insertions as are permitted or required by the Resolution.

3.08. Transcript Certification. The officers of the City are directed to furnish to the Original Purchaser of the Series 2020 Bond and to Bond Counsel certified copies of all proceedings and information in their official records relevant to the authorization, sale and issuance of the Series 2020 Bond, and such certificates and affidavits as to other matters appearing in their official records or otherwise known to them as may be reasonably required to evidence the validity and security of the Series 2020 Bond, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations and recitals of the City as to the correctness of all facts stated therein and the completion of all proceedings stated therein to have been taken.

3.09. Application of Bond Proceeds. The City shall deposit the proceeds of the sale of the Series 2020 Bond in the Construction Account in the Tax Increment Capital Project Account to be used to pay costs of the 2020 Project.

Section 4. Additional Bonds.

4.01. General Provisions. In addition to the Series 2020 Bond, whose issuance and delivery is provided for in Section 3, Additional Bonds may at any time and from time to time be issued, sold and delivered by the City but only upon compliance with the conditions of Sections 4.02

and 4.03, whichever may be applicable, and upon filing with the City Clerk-Treasurer the following:

(i) A Supplemental Resolution authorizing the issuance of such series of Additional Bonds and the sale thereof to the Original Purchaser or Purchasers named therein for the purchase price set forth therein.

(ii) A certificate executed by the Mayor and the City Clerk-Treasurer stating that upon the issuance of such series of Additional Bonds, no default hereunder has occurred and is continuing which would not be cured upon the issuance of such series of Additional Bonds and application of the proceeds thereof.

Any Additional Bonds shall be dated, shall bear interest at a rate or rates, shall have Stated Maturities, and may be subject to redemption at such times and prices and on such terms and conditions, all as may be provided by the Supplemental Resolution authorizing their issuance. All Additional Bonds issued pursuant to Sections 4.02 and 4.03 shall be payable and secured ratably and equally and on a parity with the Series 2020 Bond and any Additional Bonds theretofore issued, entitled to the same benefits and security of this Resolution.

4.02. Additional Bonds To Pay the Cost of Projects. Additional Bonds may be issued under this Section 4.02 subject to the conditions provided in Section 4.01 and this Section 4.02, for the purpose of providing funds, with any other funds available and committed therefor, for paying the cost of one or more Projects and any expenses in connection with such financing, provided that, prior to the execution and delivery of any series of Additional Bonds under this Section 4.02, there shall be filed with the City Clerk-Treasurer:

(i) A certificate executed by the Mayor and the City Clerk-Treasurer stating: (A) the estimated cost of the Projects being financed thereby, including an allowance for contingencies and all fees, expenses and financing costs, (B) the amount, if any, which will be required to be credited to the Bond Account to pay interest on the Additional Bonds prior to collection of sufficient Tax Increment available therefor, (C) the amount of Tax Increment received by the City in the last completed Fiscal Year, (D) the amount of the maximum Principal and Interest Requirements on the Outstanding Bonds and the Additional Bonds proposed to be issued for any future Fiscal Year during the term of the Outstanding Bonds, and (E) that the principal amount of such Additional Bonds is sufficient to provide for the payment of all estimated costs of Project to be financed thereby and credits to the Bond Account as set forth above; and

(ii) a certificate executed by the Mayor and the City Clerk-Treasurer stating that the Tax Increment received by the City in the last completed Fiscal Year, which may in the City's discretion be adjusted as provided in the next sentence, was equal to at least 120% of the maximum Principal and Interest Requirements for any future calendar year (during the term of the Outstanding Bonds) with respect to Outstanding Bonds and the Additional Bonds proposed to be issued. For this purpose, the Tax Increment received by the City in the last

completed Fiscal Year may be adjusted by adding 90% of any increase in Tax Increment which would have resulted from applying the aggregate tax rates of the Taxing Bodies effective for the last completed Fiscal Year to the then-current taxable value of the District as of the date of calculation, including any projects which have been completed or are underway in the District, whether or not the taxable values of which, in whole or in part, are included in the certified actual taxable value (as defined in the Act) of the District. Any adjustments to the Tax Increment made in accordance with this paragraph will be based on information supplied by developers or owners of the projects or their representatives and in consultation with the Montana Department of Revenue.

This Council shall approve and confirm the findings and estimates set forth in the above-described certificates in the Supplemental Resolution authorizing the issuance of the Additional Bonds.

4.03. Additional Bonds for Refunding Purposes. Additional Bonds may be issued under this Section 4.03, at one time or from time to time, subject to the conditions provided in Section 4.01 and this Section 4.03, for the purpose of providing funds, with any other funds available and committed therefor, for paying at, or redeeming prior to, their Stated Maturities any Outstanding Bonds, including the payment of any redemption premium thereon and interest which will accrue on such Bonds to any Redemption Date or the Stated Maturities thereof, and any expenses in connection with such financing. Such Additional Bonds shall be designated substantially as the Bonds to be refunded, with the addition of the term “refunding”.

Prior to the execution and delivery of any series of Additional Bonds under this Section 4.03, there shall be filed with the City Clerk-Treasurer:

(i) such documents as shall be required to show that provisions have been duly made in accordance with this Resolution for the redemption of all of the Outstanding Bonds to be refunded; and

(ii) either (a) a certificate executed by the Mayor and City Clerk-Treasurer stating that the proceeds (excluding accrued interest but including any premium) of the Additional Bonds plus any moneys to be withdrawn from the Bond Account for such purpose, together with any other funds deposited for such purpose, will be not less than an amount sufficient to pay the Redemption Price on the Outstanding Bonds to be refunded, or (b) a report of an Independent Accountant to the effect that from such proceeds there shall be deposited in trust, Defeasance Obligations which do not permit the redemption thereof at the option of the issuer, the principal of and the interest on which when due and payable (or redeemable at the option of the holder thereof) will provide, together with any other moneys which shall have been deposited in trust irrevocably for such purpose, but without reinvestment, sufficient moneys to pay such principal, redemption premium and interest.

If Additional Bonds are issued to refund Subordinate Obligations issued pursuant to Section 4.04, the conditions for the issuance of Additional Bonds pursuant to Section 4.02 must be satisfied in lieu of this Section 4.03.

4.04. Subordinate Obligations. Except as provided in Sections 4.01, 4.02 and 4.03, no bonds, notes or other evidence of indebtedness of the City will be issued under or secured by the provisions of this Resolution and made payable from the Tax Increment Accounts, unless the pledge and appropriation of Tax Increment for the payment and security of such bonds, notes or other evidence of indebtedness is expressly subordinated to the pledge and appropriation made for the benefit and security of the Series 2020 Bond and all Additional Bonds issued and to be issued under and secured by this Resolution in accordance with Sections 4.01, 4.02 and 4.03. In the event of the issuance of any such Subordinate Obligations, the principal, redemption premium and interest thereon will be made payable from one or more additional accounts created within the Tax Increment Accounts for that purpose, and the balance of funds at any time on hand in any such accounts shall be available and shall be transferred whenever needed to meet the current requirements of the Bond Account.

Section 5. The Tax Increment Accounts.

5.01. Bond Proceeds and Tax Increment Pledged and Appropriated. The City hereby establishes on its books and records three accounts designated as the Tax Increment Capital Project Account, the Tax Increment Debt Service Account and the Tax Increment Development Account (collectively, the "Tax Increment Accounts"). The Tax Increment Accounts shall be maintained as separate and special bookkeeping accounts on the official books and records of the City until all Bonds have been fully paid, or the City's obligation with reference to all Bonds has been discharged as provided in this Resolution.

All proceeds of Bonds and all other funds hereafter received or appropriated for purposes of the Projects are appropriated to the Tax Increment Accounts (except amounts otherwise appropriated in a Supplemental Resolution or received from Additional Bonds issued to refund Outstanding Bonds pursuant to Section 4.03). All Tax Increment is irrevocably pledged and appropriated and shall be credited as received to the Tax Increment Debt Service Account. Outstanding Bonds shall be secured by a first pledge of and lien on all of the Tax Increment and all other moneys from time to time in the Tax Increment Accounts in the manner and to the extent provided in this Section 5. The City shall not issue any obligation or security superior to or on a parity with the Series 2020 Bond, payable or secured, in whole or in part, from or by the Tax Increment other than Additional Bonds issued pursuant to Sections 4.01, 4.02 or 4.03, until all of the Bonds have been paid or discharged as provided herein. The Tax Increment Accounts shall be subdivided into separate accounts as designated and described in Sections 5.03 to 5.06.

5.02. Tax Increment Receipts. All Tax Increment received by the City and credited to the Tax Increment Debt Service Account, as required in Section 5.01, shall be credited as received as follows: (a) first, to the Interest Account, until the balance on hand in the Interest Account is at least equal to all interest on Bonds due and payable from the Interest Account within the next six full calendar months; (b) second, after any credit to the Interest Account required by the preceding clause, to the Principal Account, until the balance on hand in the Principal Account is at least equal to all principal of and premium, if any, on Bonds due and

payable from the Principal Account (including amounts due and payable on a Sinking Fund Payment Date) within the next twelve full calendar months for Bonds with principal payable annually and within the next six full calendar months for Bonds with principal payable semiannually; and (c) third, after any credit to the Interest Account or the Principal Account required by the preceding clauses, to the Tax Increment Development Account.

5.03. Construction Account. For each Project there shall be a separate Construction Account within the Tax Increment Capital Project Account, to be used only to pay allowed costs as incurred, which under accepted accounting principles are costs of the particular Project, including but not limited to payments due for work and materials performed and delivered under construction contracts, architectural, engineering, inspection, supervision, fiscal and legal expenses, the cost of lands and easements, interest accruing on Bonds during the period of construction of a Project financed thereby and for a period of time thereafter authorized by the Act and deemed necessary by this Council, if and to the extent that amounts on hand in the Interest Account are not sufficient for payment of such interest, reimbursement of any loans or advances made from other City funds, and all other expenses incurred in connection with the acquisition, construction and financing of the Project. To the Construction Account shall be credited as received all proceeds of Bonds issued to finance such Project, except amounts otherwise appropriated in a Supplemental Resolution or received from Additional Bonds issued to refund Outstanding Bonds pursuant to Section 4.03 and all other funds appropriated by the City for the Project, and all income received from the investment of the Construction Account. Upon completion of any Project and payment of the cost thereof, the City may transfer any money then remaining in the Construction Account for that Project to the Interest Account or the Principal Account and used to pay or redeem Bonds or portions thereof.

5.04. Bond Account. The Bond Account is hereby established as a special account within the Tax Increment Debt Service Account. There are hereby established within the Bond Account two separate subaccounts, designated as the Interest Account and the Principal Account.

(a) Interest Account. There shall be credited to the Interest Account the following amounts: (i) from the Tax Increment as received by the City, the amount specified in clause (a) of Section 5.02; and (ii) any amount specified in any Supplemental Resolution to be credited to the Interest Account.

On or before each Interest Payment Date, the City shall withdraw from the Interest Account an amount sufficient to pay the interest due on the Bonds on such Interest Payment Date, and shall use such amount to pay, or make provision with the Registrar for the payment of, interest of the Bonds on such Interest Payment Date.

If on any Interest Payment Date the balance in the Interest Account is not sufficient to pay the total amount of principal due on such Interest Payment Date, the City shall transfer any money then on hand in any account established to pay a Subordinate Obligation, the Tax Increment Development Account, the Construction Account, or the Principal Account, in the order listed and in an amount equal to such deficiency, to the Interest Account.

All income derived from the investment of amounts in the Interest Account shall be credited as received to the Interest Account.

(b) Principal Account. There shall be credited to the Principal Account the following amounts: (i) from the Tax Increment as received by the City, the amount specified in clause (b) of Section 5.02; and (ii) any amount specified in a Supplemental Resolution to be credited to the Principal Account.

Amounts on hand in the Principal Account shall be used on any Interest Payment Date to make up a deficiency in the Interest Account, if and to the extent required by the third subparagraph of paragraph (a) of this Section 5.04.

On or before each Principal Payment Date, the City shall withdraw from the Principal Account an amount sufficient to pay the principal due on the Bonds on such Principal Payment Date, and shall use such amount to pay, or make provision with the Registrar for the payment of, principal of the Bonds on such Principal Payment Date.

If on any Principal Payment Date the balance in the Principal Account is not sufficient to pay the total amount of principal due on such Principal Payment Date, the City shall transfer any money then on hand in any account established to pay a Subordinate Obligation, the Tax Increment Development Account, or Construction Account, in the order listed and in an amount equal to such deficiency, to the Principal Account.

All income derived from the investment of amounts in the Principal Account shall be credited as received to the Principal Account.

5.05. Tax Increment Development Account. There shall be credited to the Tax Increment Development Account any and all Tax Increment remaining after the required credits to the Bond Account and any investment income and other moneys in any of the accounts within the Tax Increment Accounts in excess of the requirements of said accounts and which the City determines in its discretion to transfer to the Tax Increment Development Account. Money from time to time on hand in the Tax Increment Development Account shall be transferred to the Bond Account as provided by Section 5.04 and may be used for any authorized purpose in accordance with the Act and other applicable State law.

5.06. Investments. The City Clerk-Treasurer shall cause all moneys from time to time in the Tax Increment Accounts to be deposited as received with one or more depository banks duly qualified in accordance with the provisions of Montana Code Annotated, Section 7-6-201, as amended, and shall cause the balances in such accounts, except any part thereof covered by federal deposit insurance, to be secured by the pledge of bonds or securities of the kinds required by law, and no money shall at any time be withdrawn from such deposit accounts except for the purposes of the Tax Increment Accounts as defined and authorized by this Resolution. The funds to the credit of the several accounts within the Tax Increment Accounts may be commingled in one or more deposit accounts. The balance on hand in any of the accounts of the Tax Increment Accounts may at any time be invested and reinvested in Qualified Investments as provided below, maturing and bearing interest payable at the times and in the amounts estimated

to be required to provide cash when needed for the purposes of the respective accounts. Income from the investment of the moneys in the various accounts shall be credited thereto. Subject to the provisions of law now or hereafter controlling investment of such funds, money on hand in any of the accounts of the Tax Increment Accounts may be invested in any of the following Qualified Investments, but no others:

- (a) direct obligations of or obligations guaranteed by the United States of America;
- (b) bank time deposits or certificates of deposit secured by obligations and securities described in clause (a) above; and
- (c) the short-term investment pool administered by the Board of Investments of the State or any successor investment pool created pursuant to Montana law.

Section 6. Tax Covenants and Certifications.

6.01. Security for the Series 2020 Bond. The City shall not enter into any lease, use or other agreement or arrangement with any non-governmental Person relating to the use of the 2020 Project or security for the payment of the Series 2020 Bond which might cause the Series 2020 Bond to be considered a “private activity bond” or “private loan bond” within the meaning of Section 141 of the Code. No “impermissible agreement” as defined in Section 1.141-4(e)(4)(ii) of the Regulations, has been or will be entered into by the City in respect of the Tax Increment or otherwise to secure the Series 2020 Bond.

6.02. General Covenant. The City covenants and agrees with the Owners from time to time of the Series 2020 Bond that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2020 Bond to become includable in gross income for federal income tax purposes under the Code and applicable Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2020 Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

6.03. Arbitrage Certification. The Mayor and the City Clerk-Treasurer, being the officers of the City charged with the responsibility for issuing the Series 2020 Bond pursuant to this Resolution, are authorized and directed to execute and deliver to the Original Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2020 Bond, it is reasonably expected that the proceeds of the Series 2020 Bond will not be used in a manner that would cause the Series 2020 Bond to be “arbitrage bonds” within the meaning of Section 148 of the Code and the Regulations.

6.04. Arbitrage Rebate Exemption.

- (a) The City hereby represents that the Series 2020 Bond qualifies for the exception for small governmental units to the arbitrage rebate provisions contained in Section 148(f) of the Code. Specifically, the City represents:

- (i) Substantially all (not less than 95%) of the proceeds of the Series 2020 Bond (except for amounts to be applied to the payment of costs of issuance) will be used for local governmental activities of the City.
- (ii) The aggregate face amount of all “tax-exempt bonds” (including warrants, contracts, leases and other indebtedness, but excluding private activity bonds) issued by or on behalf of the City and all subordinate entities thereof during 2020 is reasonably expected not to exceed \$5,000,000. To date in 2020, the City has issued no tax-exempt bonds, and in the calendar years 2015 through 2019, the City issued no tax-exempt bonds except for its Special Improvement District No. 119 Bond, Series 2019, Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2018, Special Improvement District Bond (Special Improvement District No. 118), Series 2017, Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2016, and Special Improvement District No. 117 Bond, Series 2016.

(b) If notwithstanding the provisions of paragraph (a) of this Section 6.04, the arbitrage rebate provisions of Section 148(f) of the Code apply to the Series 2020 Bond, the City hereby covenants and agrees to make the determinations, retain records and rebate to the United States the amounts at the times and in the manner required by said Section 148(f).

6.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than August 15, 2020, a statement concerning the Series 2020 Bond containing the information required by Section 149(e) of the Code.

6.06. “Qualified Tax-Exempt Obligation.” Pursuant to Section 265(b)(3)(B)(ii) of the Code, the City hereby designates the Series 2020 Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The City has not designated any obligations in 2020, other than the Series 2020 Bond, under Section 265(b)(3). The City hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the City and all “subordinate entities” of the City in 2020 in an amount greater than \$10,000,000.

Section 7. Other Covenants of City.

7.01. Punctual Payment. Subject to the extent of the availability of Tax Increment, the City will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on the Bonds in accordance with the terms of this Resolution and any applicable Supplemental Resolution and of the Bonds, and it will faithfully observe and perform all of the

conditions, covenants and requirements of this Resolution and all Supplemental Resolutions and of the Bonds. Nothing herein contained shall prevent the City from making advances of its own moneys however derived to any of the uses or purposes referred to herein, nor shall be deemed or constitute a pledge or appropriation of funds or assets of the City other than those expressly pledged or appropriated hereby. The City further covenants that it will promptly deposit or cause to be deposited all Tax Increment it receives into the Tax Increment Debt Service Account, as set forth in Section 5.

7.02. Accumulation of Claims of Interest. In order to prevent any accumulation of claims for interest after maturity, the City will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and will not, directly or indirectly, be a party to or approve any such arrangements by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Bonds then outstanding and of all claims for interest which shall not have been so extended or funded.

7.03. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Tax Increment superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds.

7.04. Books and Accounts; Financial Statements. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Tax Increment and the Tax Increment Debt Service Account and the Tax Increment Development Account. Such books of record and accounts shall be at all times during business hours subject to the inspection of the Owners of not less than ten percent (10%) of the principal amount of Outstanding Bonds, or their representatives authorized in writing.

7.05. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Resolution.

7.06. Amendment of Ordinance. Except to authorize additional Projects, the City will not amend or modify the Ordinance or reduce the size of the District if an effect thereof will be to materially and adversely affect the security of the Outstanding Bonds.

7.07. Increase in Base Taxable Value. The City shall not increase the base taxable value (as defined in the Act) of the District pursuant to Section 7-15-4287 of the Act so long as any Bonds are Outstanding.

7.08. Pledge of Replacement Revenues. In the event the Constitution or laws of the State are amended to abolish or substantially reduce or eliminate real or personal property taxation and State law then or thereafter provides to the City an alternate or supplemental source or sources of revenue specifically to replace or supplement reduced or eliminated Tax Increment,

then the City pledges, and covenants to appropriate annually, subject to the limitations of then applicable law, to the Bond Account from such alternate or supplemental revenues an amount that will, with money on hand in the Bond Account, be sufficient to pay the principal of, premium, if any, and interest on the Outstanding Bonds payable in that Fiscal Year.

7.09. Owners' Rights. No Owner of any Bond issued and secured under the provisions of this Resolution shall have the right to institute any proceeding, judicial or otherwise, for the enforcement of the covenants herein contained, without the written concurrence of the Owners of not less than 25% in aggregate principal amount of all Outstanding Bonds; but the Owners of such aggregate principal amount of Outstanding Bonds may, either at law or in equity, by suit, action or other proceedings, protect and enforce the rights of all Owners of Bonds and compel the performance of any and all of the covenants required herein to be performed by the City and its officers and employees. The Owner of a majority in aggregate principal amount of all Outstanding Bonds shall have the right to direct the time, method and place of conducting any proceedings for any remedy available to the Owners or the exercise of any power conferred on them, and the right to waive a default in the performance of any such covenant, and its consequences, except a default in the payment of the principal of or interest on any Bond when due. Nothing herein shall impair the absolute and unconditional right of the Owner of each Bond to receive payment of the principal of and interest on any Bond as such principal and interest respectively become due, and to institute suit for the enforcement of any such payment. In the event of default in any such payment, any court having jurisdiction of the action may appoint a receiver to administer the Tax Increment Accounts and to collect and segregate and apply the Tax Increment and other revenues pledged thereto as provided by this Resolution or any Supplemental Resolution and the Act.

Section 8. Supplemental Resolutions.

8.01. General. Notwithstanding Section 8.02, the City reserves the right to adopt Supplemental Resolutions to this Resolution from time to time and at any time, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained herein, or of making such provisions with regard to matters or questions arising hereunder as the City may deem necessary or desirable and not inconsistent with this Resolution, and which shall not adversely affect the interests of the Owners of Bonds issued hereunder, or for the purpose of adding to the covenants and agreements herein contained, or to the Tax Increment herein pledged, other covenants and agreements thereafter to be observed and additional revenues or income thereafter appropriated to the Tax Increment Accounts, or for the purpose of surrendering any right or power herein reserved to or conferred upon the City, or for the purpose of authorizing the creation and issuance of a series of Additional Bonds, as provided in and subject to the conditions and requirements of Section 4. Any such Supplemental Resolution may be adopted without the consent of the Owner of any of the Bonds issued hereunder.

8.02. Consent of Owners. With the consent of the Owners of a majority in principal amount of Outstanding Bonds affected thereby as provided in Section 8.04, the City may from time to time and at any time adopt a Supplemental Resolution for the purpose of amending this Resolution by adding any provisions hereto or changing in any manner or eliminating any of the provisions hereof or of any Supplemental Resolution, except that no Supplemental Resolution

shall be adopted at any time without the consent of the Owners of all Outstanding Bonds affected thereby, if it would extend the time of payment of interest thereon, would reduce the amount of the principal thereof or redemption premium thereon, would give to any Bond or Bonds any privilege over any other Bond or Bonds (except for the privilege accorded Bonds over Subordinate Obligations), would reduce the sources of Tax Increment or other revenues or income appropriated to the Tax Increment Accounts, or would reduce the percentage in principal amount of such Bonds required to authorize or consent to any such Supplemental Resolution.

8.03. Notice. Notice of a Supplemental Resolution to be adopted pursuant to Section 8.02 shall be mailed by first-class mail, postage prepaid, or given by such other means as required by a securities depository, if applicable, to the Owners of all Outstanding Bonds at their addresses appearing in the Bond Register and shall become effective only upon the filing of written consents with the City Clerk-Treasurer, signed by the Owners of the requisite principal amount of Outstanding Bonds affected thereby. Any written consent to the Supplemental Resolution may be embodied in and evidenced by one or any number of concurrent written instruments of substantially similar tenor signed by Owners thereof in person or by agent duly appointed in writing, and shall become effective when delivered to the City Clerk-Treasurer. Any consent by the Owner of any Bond shall bind that Owner and every future Owner of the same Bond with respect to any Supplemental Resolution adopted by the City pursuant to such consent; provided that any Owner may revoke his consent with reference to any Bond by written notice received by the City Clerk-Treasurer before the Supplemental Resolution has become effective. In the event that unrevoked consents of the Owners of the requisite principal amount of Bonds have not been received by the City Clerk-Treasurer within one year after the publication of notice of the Supplemental Resolution, the Supplemental Resolution and all consents theretofore received shall be of no further force and effect.

8.04. Manner of Consent. Proof of the execution of any consent, or of a writing appointing any agent to execute the same, shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the City if made in the manner provided in this Section 8.04. The fact and date of the execution by any Person of any such consent may be proved by the affidavit of a witness of such execution or by the certification of any notary public or other officer authorized by law to take acknowledgment of deeds, certifying that the Person signing it acknowledged to him the execution thereof. The fact and date of execution of any such consent may also be proved in any other manner which the City may deem sufficient; but the City may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. The ownership of any Bonds shall be proved by the Bond Register.

Section 9. Defeasance or Discharge.

9.01. General. When the liability of the City on all Bonds issued under and secured by this Resolution and all interest thereon has been discharged as provided in this Section 9, all pledges, covenants and other rights granted by this Resolution to the Owners of such Bonds shall cease.

9.02. Maturity. The City may discharge its liability with reference to all Bonds and interest thereon which are due on any date by depositing with the Registrar on or before the date a sum sufficient for the payment thereof in full; or if any Bond or interest thereon shall not be

paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

9.03. Redemption. The City may also discharge its liability with reference to any Bonds which are called for redemption on any date in accordance with their terms, by depositing with the Registrar on or before that date an amount equal to the principal, redemption premium, if any, and interest which are then due thereon; provided that notice of such redemption has been given or irrevocably provided for as provided in this Resolution.

9.04. Escrow. The City may also at any time discharge its liability in its entirety with reference to any Bond subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or Defeasance Obligations which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal, redemption premiums, if any, and interest to become due on such Bond at its Stated Maturity or Payment Date or, if such Bond is prepayable and notice of redemption thereof has been given or irrevocably provided for as provided in this Resolution, to such earlier Redemption Date.

Section 10. Repeals and Effective Date.

10.01. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Council that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

10.02. Effective Date. This Resolution shall take effect immediately upon its passage and adoption by this Council.

PASSED AND APPROVED by the City Council of the City of Laurel, Montana, this 24th day of March, 2020.



Mayor

Attest:  _____
City Clerk-Treasurer

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF LAUREL

TAX INCREMENT URBAN RENEWAL REVENUE BOND
(LAUREL URBAN RENEWAL DISTRICT), SERIES 2020

No. R-1 \$3,055,000.00

Interest	Final Payment	Date of
<u>Rate</u>	<u>Date</u>	<u>Original Issue</u>
3.38%	January 1, 2045	April 15, 2020

REGISTERED HOLDER: WESTERN SECURITY BANK, DIVISION OF GLACIER BANK

PRINCIPAL AMOUNT: THREE MILLION FIFTY-FIVE THOUSAND DOLLARS AND NO/100

FOR VALUE RECEIVED, CITY OF LAUREL, MONTANA (the "City"), a duly organized municipal corporation, acknowledges itself to be specially indebted and hereby promises to pay to the registered owner specified above or registered assigns, solely from the Tax Increment Debt Service Account, on each Payment Date specified on the attached Schedule I, the dollar amount corresponding to that Payment Date as set forth on such Schedule I, all subject to the provisions hereinafter described relating to the redemption of this Bond prior to maturity or final payment date. This Bond bears interest at the rate per annum specified above from the date of original issue specified above, or from such later date to which interest hereon has been paid or duly provided for, until the final installment payment date specified above or an earlier date on which this Bond shall have been duly called for redemption. Principal of and interest on this Bond are payable in semi-annual installments of principal and interest due on each January 1 and July 1, commencing July 1, 2020, in accordance with the payment installment schedule attached hereto as Schedule I, as such schedule may be amended from time to time as described hereinafter. The owner of record of this Bond is the owner appearing as such in the bond register as of the close of business on the 1st day (whether or not a business day) of the month immediately preceding a Payment Date. Interest on and principal of this Bond are payable by check or draft drawn by the Bond Registrar. Interest on this Bond shall be calculated on the basis of a 360-day year composed of twelve 30-day months. The City Clerk-Treasurer shall initially serve as the Bond Registrar for this Bond.

This Bond is one of a duly authorized issue of Bonds of the City designated as "Tax Increment Urban Renewal Revenue Bond (Laurel Urban Renewal District)" (collectively, the "Bonds"), issued and to be issued in one or more series under, and all equally and ratably secured

by Resolution No. _____, adopted by the City Council on March 24, 2020 (the “Resolution”), to which Resolution (copies of which are on file with the City) reference is hereby made for a description of the nature and extent of the security, the respective rights thereunder of the Owners of the Bonds and the City and the terms upon which the Bonds are to be issued and delivered. Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution. This Bond constitutes an issue that evidences a loan from the Original Purchaser to the City in the aggregate principal amount of \$3,055,000 (the “Series 2020 Bond”) for the purpose of paying a portion of the costs of the 2020 Project.

The Series 2020 Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Montana, particularly Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), and pursuant to the Resolution. The Series 2020 Bond is payable solely, and equally and ratably with Additional Bonds that may be issued hereafter, from Tax Increment received by the City, except that under certain conditions as described in the Resolution, the Series 2020 Bond may be payable from replacement revenues, if any, provided in the event of the abolition or substantial elimination of property taxation in Montana. By the Resolution, the City has pledged the Tax Increment received by the City to the Tax Increment Debt Service Account.

The Series 2020 Bond is not a general obligation of the City and the City’s general credit and taxing powers are not pledged to the payment of the Series 2020 Bond or the interest thereon. The Series 2020 Bond shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitations.

The Series 2020 Bond is subject to prepayment and redemption at the option of the City on April 15, 2030 and any date thereafter, with 30 days’ prior written notice to the registered owner of the Series 2020 Bond, in whole or in part, at a price of the principal amount being prepaid and redeemed plus interest thereon through the date of prepayment or redemption, without premium or penalty. Following each prepayment, the registered owner of the Series 2020 Bond will reamortize the debt service over the then-remaining term.

Notice of redemption, if required by the Resolution, will be mailed at least 30 days prior to the designated redemption date to the registered owner of the Series 2020 Bond to be redeemed, but no defect in or failure to give such notice shall affect the validity of the proceedings for the redemption of the Bond not affected by such defect or failure. The Bond or portions thereof so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

If provision is made for the payment of principal of and interest on this Series 2020 Bond in accordance with the Resolution, this Series 2020 Bond shall no longer be deemed Outstanding under the Resolution, shall cease to be entitled to the benefits of the Resolution, and shall thereafter be payable solely from the funds provided for payment.

The Resolution permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the Owners of the Bond at any time without the consent of any Owners or with the consent of the Owners of a majority in aggregate principal amount of the Bond at the time Outstanding (as defined in the Resolution)

which are affected by such modifications. The Resolution also contains provisions permitting Owners of a majority in aggregate principal amount of the Bonds of all series at the time Outstanding, on behalf of all the Owners of all Bonds, to waive compliance by the City with certain provisions of the Resolution and certain past defaults under the Resolution and their consequences. Any such consent or waiver by the Owner of this Bond shall bind that Owner and every future Owner of this Bond and of any Bond issued in lieu hereof, whether or not notation of such consent or waiver is made upon this Bond.

The Owner of this Bond shall have no right to enforce the provisions of the Resolution, or to institute action to enforce the covenants therein or take any action with respect to a default under the Resolution or to institute, appear in or defend any suit or other procedure with respect thereto except as provided in the Resolution.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

This Series 2020 Bond has been designated by City as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Montana and ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Bond a valid and binding special, limited obligation of the City in accordance with its terms have been done, do exist, have happened and have been performed as so required; that this Bond has been issued by the City in connection with an urban renewal project (as defined in the Act); that the City, in and by the Resolution, has validly made and entered into covenants and agreements with and for the benefit of the Owners from time to time of all Bonds issued thereunder, including covenants that it will pledge, appropriate and credit the Tax Increment derived from the District to the Tax Increment Debt Service Account of the City; that Additional Bonds may be issued and made payable from the Tax Increment Debt Service Account on a parity with the Series 2020 Bond upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Tax Increment unless the lien thereof shall be expressly made subordinate to the lien of the Series 2020 Bond on the Tax Increment; that all provisions for the security of the Owners of the Series 2020 Bond as set forth in the Resolution will be punctually and faithfully

performed as therein stipulated; and that the issuance of the Series 2020 Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of an authorized representative.

IN WITNESS WHEREOF, the City of Laurel, Montana, by its City Council, has caused this Bond to be executed by the signatures of the Mayor and City Clerk-Treasurer.

CITY OF LAUREL, MONTANA

Mayor

(SEAL)

City Clerk-Treasurer

Dated: _____

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned herein.

CITY OF LAUREL, MONTANA,
as Registrar, Transfer Agent, and
Paying Agent

By _____
City Clerk-Treasurer

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants
in common

UTMA.....Custodian.....
(Cust) (Minor)

TEN ENT -- as tenants
by the entireties

JT TEN -- as joint tenants
with right of
survivorship and
not as tenants in
common

under Uniform Gifts to
Minor Act.....
(State)

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and all rights thereunder, and hereby
irrevocably constitutes and appoints _____ attorney to transfer the within
Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE:

NOTICE: The signature to this assignment
must correspond with the name as it appears
upon the face of the within Bond in every
particular, without alteration, enlargement
or any change whatsoever.

SIGNATURE GUARANTEED

—
Signature(s) must be guaranteed by an
“eligible guarantor institution” meeting the
requirements of the Registrar, which
requirements include membership or
participation in STAMP or such other
“signature guaranty program” as may be
determined by the Registrar in addition to or
in substitution for STAMP, all in accordance

with the Securities Exchange Act of 1934, as amended.

SCHEDULE I

AMORTIZATION SCHEDULE

Period	Beginning Balance	Payment	Principal	Interest	Cumulative Principal	Cumulative Interest	Ending Balance
4/15/2020	\$ 3,055,000.00	\$0.00	\$0.00	\$ -	\$0.00	\$ -	\$ 3,055,000.00
7/1/2020	\$ 3,055,000.00	\$90,119.56	\$68,320.44	\$ 21,799.12	\$68,320.44	\$ 21,799.12	\$ 2,986,679.56
1/1/2021	\$ 2,986,679.56	\$90,119.56	\$39,644.68	\$50,474.88	\$107,965.11	\$ 72,274.01	\$ 2,947,034.89
7/1/2021	\$ 2,947,034.89	\$90,119.56	\$40,314.67	\$49,804.89	\$148,279.78	\$ 122,078.90	\$ 2,906,720.22
1/1/2022	\$ 2,906,720.22	\$90,119.56	\$40,995.99	\$49,123.57	\$189,275.77	\$ 171,202.47	\$ 2,865,724.23
7/1/2022	\$ 2,865,724.23	\$90,119.56	\$41,688.82	\$48,430.74	\$230,964.59	\$ 219,633.21	\$ 2,824,035.41
1/1/2023	\$ 2,824,035.41	\$90,119.56	\$42,393.36	\$47,726.20	\$273,357.95	\$ 267,359.41	\$ 2,781,642.05
7/1/2023	\$ 2,781,642.05	\$90,119.56	\$43,109.81	\$47,009.75	\$316,467.76	\$ 314,369.16	\$ 2,738,532.24
1/1/2024	\$ 2,738,532.24	\$90,119.56	\$43,838.37	\$46,281.19	\$360,306.13	\$ 360,650.35	\$ 2,694,693.87
7/1/2024	\$ 2,694,693.87	\$90,119.56	\$44,579.23	\$45,540.33	\$404,885.36	\$ 406,190.68	\$ 2,650,114.64
1/1/2025	\$ 2,650,114.64	\$90,119.56	\$45,332.62	\$44,786.94	\$450,217.98	\$ 450,977.62	\$ 2,604,782.02
7/1/2025	\$ 2,604,782.02	\$90,119.56	\$46,098.74	\$44,020.82	\$496,316.73	\$ 494,998.43	\$ 2,558,683.27
1/1/2026	\$ 2,558,683.27	\$90,119.56	\$46,877.81	\$43,241.75	\$543,194.54	\$ 538,240.18	\$ 2,511,805.46
7/1/2026	\$ 2,511,805.46	\$90,119.56	\$47,670.05	\$42,449.51	\$590,864.59	\$ 580,689.69	\$ 2,464,135.41
1/1/2027	\$ 2,464,135.41	\$90,119.56	\$48,475.67	\$41,643.89	\$639,340.26	\$ 622,333.58	\$ 2,415,659.74
7/1/2027	\$ 2,415,659.74	\$90,119.56	\$49,294.91	\$40,824.65	\$688,635.17	\$ 663,158.23	\$ 2,366,364.83
1/1/2028	\$ 2,366,364.83	\$90,119.56	\$50,127.99	\$39,991.57	\$738,763.17	\$ 703,149.79	\$ 2,316,236.83
7/1/2028	\$ 2,316,236.83	\$90,119.56	\$50,975.16	\$39,144.40	\$789,738.32	\$ 742,294.20	\$ 2,265,261.68
1/1/2029	\$ 2,265,261.68	\$90,119.56	\$51,836.64	\$38,282.92	\$841,574.96	\$ 780,577.12	\$ 2,213,425.04
7/1/2029	\$ 2,213,425.04	\$90,119.56	\$52,712.68	\$37,406.88	\$894,287.64	\$ 817,984.00	\$ 2,160,712.36
1/1/2030	\$ 2,160,712.36	\$90,119.56	\$53,603.52	\$36,516.04	\$947,891.16	\$ 854,500.04	\$ 2,107,108.84
7/1/2030	\$ 2,107,108.84	\$90,119.56	\$54,509.42	\$35,610.14	\$1,002,400.58	\$ 890,110.18	\$ 2,052,599.42
1/1/2031	\$ 2,052,599.42	\$90,119.56	\$55,430.63	\$34,688.93	\$1,057,831.21	\$ 924,799.11	\$ 1,997,168.79
7/1/2031	\$ 1,997,168.79	\$90,119.56	\$56,367.41	\$33,752.15	\$1,114,198.62	\$ 958,551.26	\$ 1,940,801.38
1/1/2032	\$ 1,940,801.38	\$90,119.56	\$57,320.02	\$32,799.54	\$1,171,518.63	\$ 991,350.81	\$ 1,883,481.37
7/1/2032	\$ 1,883,481.37	\$90,119.56	\$58,288.72	\$31,830.84	\$1,229,807.36	\$ 1,023,181.64	\$ 1,825,192.64
1/1/2033	\$ 1,825,192.64	\$90,119.56	\$59,273.80	\$30,845.76	\$1,289,081.16	\$ 1,054,027.40	\$ 1,765,918.84
7/1/2033	\$ 1,765,918.84	\$90,119.56	\$60,275.53	\$29,844.03	\$1,349,356.69	\$ 1,083,871.43	\$ 1,705,643.31
1/1/2034	\$ 1,705,643.31	\$90,119.56	\$61,294.19	\$28,825.37	\$1,410,650.88	\$ 1,112,696.80	\$ 1,644,349.12
7/1/2034	\$ 1,644,349.12	\$90,119.56	\$62,330.06	\$27,789.50	\$1,472,980.94	\$ 1,140,496.30	\$ 1,582,019.06
1/1/2035	\$ 1,582,019.06	\$90,119.56	\$63,383.44	\$26,736.12	\$1,536,364.38	\$ 1,167,222.42	\$ 1,518,635.62
7/1/2035	\$ 1,518,635.62	\$90,119.56	\$64,454.62	\$25,664.94	\$1,600,819.00	\$ 1,192,897.36	\$ 1,454,181.00
1/1/2036	\$ 1,454,181.00	\$90,119.56	\$65,543.90	\$24,575.66	\$1,666,362.90	\$ 1,217,463.02	\$ 1,388,637.10
7/1/2036	\$ 1,388,637.10	\$90,119.56	\$66,651.59	\$23,467.97	\$1,733,014.49	\$ 1,240,930.99	\$ 1,321,985.51
1/1/2037	\$ 1,321,985.51	\$90,119.56	\$67,778.00	\$22,341.56	\$1,800,792.50	\$ 1,263,272.54	\$ 1,254,207.50
7/1/2037	\$ 1,254,207.50	\$90,119.56	\$68,923.45	\$21,196.11	\$1,869,715.95	\$ 1,284,468.65	\$ 1,185,284.05
1/1/2038	\$ 1,185,284.05	\$90,119.56	\$70,088.26	\$20,031.30	\$1,939,804.21	\$ 1,304,499.95	\$ 1,115,195.79
7/1/2038	\$ 1,115,195.79	\$90,119.56	\$71,272.75	\$18,846.81	\$2,011,076.96	\$ 1,323,346.76	\$ 1,043,923.04
1/1/2039	\$ 1,043,923.04	\$90,119.56	\$72,477.26	\$17,642.30	\$2,083,554.22	\$ 1,340,989.06	\$ 971,445.78
7/1/2039	\$ 971,445.78	\$90,119.56	\$73,702.13	\$16,417.43	\$2,157,256.35	\$ 1,357,406.49	\$ 897,743.65
1/1/2040	\$ 897,743.65	\$90,119.56	\$74,947.69	\$15,171.87	\$2,232,204.04	\$ 1,372,578.36	\$ 822,795.96
7/1/2040	\$ 822,795.96	\$90,119.56	\$76,214.31	\$13,905.25	\$2,308,418.35	\$ 1,386,483.61	\$ 746,581.65
1/1/2041	\$ 746,581.65	\$90,119.56	\$77,502.33	\$12,617.23	\$2,385,920.68	\$ 1,399,100.84	\$ 669,079.32
7/1/2041	\$ 669,079.32	\$90,119.56	\$78,812.12	\$11,307.44	\$2,464,732.80	\$ 1,410,408.28	\$ 590,267.20
1/1/2042	\$ 590,267.20	\$90,119.56	\$80,144.04	\$ 9,975.52	\$2,544,876.84	\$ 1,420,383.80	\$ 510,123.16
7/1/2042	\$ 510,123.16	\$90,119.56	\$81,498.48	\$ 8,621.08	\$2,626,375.32	\$ 1,429,004.88	\$ 428,624.68
1/1/2043	\$ 428,624.68	\$90,119.56	\$82,875.80	\$ 7,243.76	\$2,709,251.12	\$ 1,436,248.64	\$ 345,748.88
7/1/2043	\$ 345,748.88	\$90,119.56	\$84,276.40	\$ 5,843.16	\$2,793,527.53	\$ 1,442,091.79	\$ 261,472.47
1/1/2044	\$ 261,472.47	\$90,119.56	\$85,700.68	\$ 4,418.88	\$2,879,228.20	\$ 1,446,510.68	\$ 175,771.80
7/1/2044	\$ 175,771.80	\$90,119.56	\$87,149.02	\$ 2,970.54	\$2,966,377.22	\$ 1,449,481.22	\$ 88,622.78
1/1/2045	\$ 88,622.78	\$90,120.51	\$88,622.79	\$ 1,497.72	\$3,055,000.00	\$ 1,450,978.95	\$ (0.00)