

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution 24-11201, entitled: "RESOLUTION RELATING TO \$6,930,000 TAX INCREMENT URBAN RENEWAL REVENUE REFUNDING BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA), SERIES 2024A; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR; AND MAKING CERTAIN AMENDMENTS TO RESOLUTION NO. 13-19253" (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 regular meeting on May 28, 2024, 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notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.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: Shaw, Gulick, Neese, Owen, Joy, Kennedy, Aspenlieder, Tidswell, Boyett, Rupsis and Mayor Cole; voted against the same: N/A; abstained from voting thereon: N/A; or were absent: N/A.

WITNESS my hand officially this 28th day of May, 2024.

(SEAL)



By: Denise R. Bohlman
Denise R. Bohlman, City Clerk

RESOLUTION 24-11201

RESOLUTION RELATING TO \$6,930,000 TAX INCREMENT URBAN RENEWAL REVENUE REFUNDING BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA), SERIES 2024A; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR; AND MAKING CERTAIN AMENDMENTS TO RESOLUTION NO. 13-19253

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

Section 1. Authorizations and Recitals.

1.01. Authorization. Under Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (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.

1.02. The District and the Urban Renewal Plan. Pursuant to the Act and Ordinance No. 05-5333, adopted by the Council on July 11, 2005, as amended and supplemented by Ordinance Nos. 06-5394, 08-5483 and 11-5539 adopted on November 13, 2006, December 8, 2008 and July 11, 2011, respectively (as so amended and supplemented, the "Ordinance"), the Council created the Expanded North 27th Street Urban Renewal Area (the "District") and approved the Expanded North 27th Street Urban Renewal Plan (the "Plan"). The Plan 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 accordance with the Act and are in full force and effect.

1.03. The Refunding. Pursuant to the Act and Resolution No. 13-19253 adopted by the Council on March 25, 2013 (the "Original Resolution"), the City issued its \$7,885,000 Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2013A (the "Series 2013A Bonds"), payable from tax increment, of which \$7,885,000 aggregate principal amount remains outstanding. Proceeds of the Series 2013A Bonds were used to finance a portion of the costs of the acquisition, design and construction of the Empire Parking Garage (the "2013A Project"), to fund a deposit to the debt service reserve account and to pay costs of issuance of the Series 2013A Bonds.

The outstanding Series 2013A Bonds are subject to redemption on and after January 1, 2023 at the option of the City. For the purpose of reducing the interest costs and reducing the amount of Tax Increment required to pay debt service on the Series 2013A Bonds, the Council has determined to pursue refunding the Series 2013A Bonds.

1.04. Authorization and Sale of Series 2024A Bonds. Pursuant to Resolution No. 24-11192, adopted on April 8, 2024 (the "Parameters Resolution"), this Council determined that it is in the best interests of the City to issue its Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024A (the "Series 2024A Bonds"), as authorized by Section 7-15-4301(1)(a) of the Act and the Resolution, for the purpose of refunding the outstanding Series 2013A Bonds (the "Refunded Bonds"), paying the premiums for a municipal bond insurance policy and a debt service reserve account insurance policy for the Series 2024A Bonds, and paying costs of issuance of the Series 2024A Bonds. The City has reserved the right under Sections 4.01 and 4.03 of the Original Resolution (as defined herein) to issue Additional Bonds for the purpose of providing funds for paying at, or redeeming prior to, their Stated Maturities any Outstanding Bonds, which Additional Bonds shall be payable and secured ratably and equally and on a parity with Outstanding Bonds, upon compliance with the provisions of Section 4.01 and 4.03 of the Original Resolution.

Pursuant to the Parameters Resolution, this Council authorized the negotiated sale of the Series 2024A Bonds to Stifel, Nicolaus & Company (the "Original Purchaser") and authorized the City Administrator and the City Finance Director to enter into the Bond Purchase Agreement, dated as of May 14, 2024, with the Original Purchaser (the "Bond Purchase Agreement"), pursuant to which the Original Purchaser agreed to purchase the Series 2024A Bonds at the aggregate purchase price of \$7,505,404.75 (representing the par amount of the Series 2024A Bonds, less underwriter's compensation of \$69,300.00 and plus original issue premium of \$644,704.75), in each case, subject to the terms and conditions of the Bond Purchase Agreement and the Resolution. The true interest cost of the Series 2024A Bonds is 3.9552625%, and the refunding of the Refunded Bonds results in a net present value interest savings of \$559,032.76, using a discount rate of 3.929% per annum (the yield of the Series 2024A Bonds) over the term of the Refunded Bonds, and factoring in the effect of debt service fund transfers at settlement of the Series 2024A Bonds. The sale of the Series 2024A Bonds to the Original Purchaser is hereby ratified and confirmed. The Series 2024A Bonds constitute Additional Bonds under and pursuant to the Original Resolution.

1.05. Application of Series 2024A Bond Proceeds. Proceeds of the Series 2024A Bonds will be applied as follows:

Deposit to Escrow Account for Refunded Bonds	\$7,194,715.08
Premium for Bond Insurance and Reserve Policy	135,916.37
Costs of Issuance	174,565.00
Underwriter's Discount	69,300.00
Rounding	208.30
Total:	<u>\$7,574,704.75</u>

1.06. Estimate of Available Tax Increment. Pursuant to the Act and the Original Resolution, as amended and supplemented by Resolution No. 20-10878 adopted by the Council on June 22, 2020 and as further amended and supplemented hereby (the Original Resolution, as so amended and supplemented, the "Resolution"), the City has issued the Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Taxable) Series 2013B (the "Series 2013B Bonds") and its Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2020 (the "Series 2020 Bonds"). Upon the issuance of the Series 2024A Bonds and the refunding of the Refunded Bonds, there are no other obligations of the City in respect of the Tax Increment, other than the Series 2013B Bonds, the Series 2020 Bonds, certain Parity Insurer Reimbursement Amounts as described in Section 5, and the Subordinate Obligations described below.

Exhibit A attached hereto reflects the debt service payments on the Series 2013B Bonds, the Series 2020 Bonds, and Series 2024A Bonds. The maximum combined Principal and Interest Requirements on the Series 2013B Bonds, the Series 2020 Bonds, and the Series 2024A Bonds is \$1,024,200. Based on Tax Increment of \$2,963,563 received by the City in Fiscal Year 2023, the City estimates that the Tax Increment to be received by the City each Fiscal Year will be at least \$2,963,563 per year. Accordingly, the estimated Tax Increment to be received by the City in each fiscal year is expected to be sufficient to pay the maximum aggregate annual debt service on the Series 2013B Bonds, the Series 2020 Bonds, the Series 2024A Bonds and the Subordinate Obligations, and the Tax Increment received in Fiscal Year 2023 (\$2,963,563) was equal to at least 130% of the estimated maximum Principal and Interest Requirements for any future calendar year (\$1,024,200) with respect to the Series 2013B Bonds, the Series 2020 Bonds, and the Series 2024A Bonds.

In addition, the Tax Increment received by the City in Fiscal Year 2023 (\$2,963,563) and the Tax Increment estimated to be received by the City in each of the next succeeding three Fiscal Years (\$2,963,563) is estimated to be equal to at least 140% of the maximum Principal and Interest Requirements for any future calendar year (\$1,024,200) with respect to the Series 2013B Bonds, the Series 2020 Bonds, and the Series 2024A Bonds.

Pursuant to certain development agreements entered into (or to be entered into) between the City and various developers, the City has agreed to make grant payments to such developers with respect to certain eligible infrastructure expenses, subject to the satisfaction of certain conditions precedent, in the amounts reflected in such

agreements. Such grant payments are to be made from Tax Increment and are payable on a subordinate basis to the Series 2013B Bonds, the Series 2020 Bonds, and Series 2024A Bonds (the "Subordinate Obligations"). Exhibit B attached hereto reflects such Subordinate Obligations and the anticipated timing for payment thereof. Based on conservative estimates of growth in Tax Increment expected to result from known development in the District, the City expects that Tax Increment in future Fiscal Years will be sufficient to pay Principal and Interest Requirements of the Bonds and to make payments coming due on Subordinate Obligations.

1.07. Bond Insurance; Reserve Policy. The City has determined to obtain bond insurance from Assured Guaranty Municipal Corp. ("AGM") for the Series 2024A Bonds. In consideration for AGM's agreement to insure the Series 2024A Bonds, the City hereby agrees to the provisions set forth in Exhibit C hereto, which are hereby incorporated herein and amend and supplement the Resolution.

In addition, in connection with the issuance of the Series 2024A Bonds, the City is required under the Original Resolution to cause the Reserve Account balance to be increased to an amount equal to the Reserve Requirement, taking into account the issuance of the Series 2024A Bonds. The City has determined to satisfy the Reserve Requirement with respect to the Series 2024A Bonds and the Series 2013B Bonds by purchasing a debt service reserve account insurance policy (as further defined herein, the "Reserve Policy") from AGM. In consideration for AGM's agreement to issue the Reserve Policy, the City hereby agrees to the provisions set forth in Exhibit D hereto, which are hereby incorporated herein and amend and supplement the Resolution.

The Mayor and City Finance Director are hereby authorized and directed to approve, execute and deliver to AGM any documentation and to take such further actions as may be necessary for the issuance of the insurance policy for the Series 2024A Bonds and the Reserve Policy.

1.08. 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 2013A Project;
- (b) the Plan and the 2013A Project conform to the comprehensive plan or parts thereof of the City as a whole;
- (c) the Plan and the 2013A Project 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 exists for the refinancing of the 2013A Project;
- (e) the refinancing of the 2013A Project is in the best interests of the City;

(f) the 2013A 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 2024A Bonds and other Outstanding Bonds will be sufficient to pay the Principal and Interest Requirements thereon when due;

(h) it is in the best interests of the City to issue and sell the Series 2024A Bonds to refund the Refunded Bonds; and

(i) the findings and determinations made by this Council in the Plan are hereby ratified and confirmed.

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 Series 2024A Bonds, to make the Series 2024A Bonds valid and binding special, limited obligations of the City in accordance with their terms and in accordance with the terms of the Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

1.09. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Resolution.

Section 2. Bond Terms, Execution and Delivery.

2.01. Term of Series 2024A Bonds. The Series 2024A Bonds shall be designated "Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024A." The Series 2024A Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof of single maturities. The Series 2024A Bonds shall mature on July 1 in the years and amounts listed below, and the Series 2024A Bonds maturing in such years and amounts shall bear interest from date of original issue until paid or duly called for redemption at the rates shown opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2025	\$ 15,000	5.000%
2026	35,000	5.000
2027	35,000	5.000
2028	40,000	5.000
2029	545,000	5.000
2030	570,000	5.000
2031	600,000	5.000
2032	625,000	5.000
2033	655,000	5.000
2034	690,000	5.000

2035	725,000	5.000
2036	760,000	5.000
2037	800,000	5.000
2038	835,000	5.000

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

2.02. Registered Form, Interest Payment Dates. The Series 2024A Bonds shall be issuable only in fully registered form, and the ownership of the Series 2024A Bonds shall be transferred only upon the Bond Register of the City hereinafter described. The interest on the Series 2024A Bonds shall be payable on January 1 and July 1 in each year, commencing January 1, 2025. Interest on the Series 2024A Bonds shall be payable to the Owners thereof as of the close of business on the 15th day of the month immediately preceding each Interest Payment Date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of, each Series 2024A Bond shall be payable by check or draft issued by the Registrar described herein.

2.03. Dated Date. Each Series 2024A Bond shall be originally dated as of June 13, 2024, and upon authentication of any Series 2024A Bond the Registrar shall indicate thereon the date of such authentication.

2.04. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the "Registrar"). 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 2024A Bonds and the registration of transfers and exchanges of Series 2024A Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Series 2024A Bonds. Upon surrender to the Registrar for transfer of any Series 2024A Bond duly endorsed by the Owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Owner thereof or by an attorney duly authorized by the Owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2024A Bonds of the same series of a like aggregate principal amount and maturity, as the case may be, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Series 2024A Bond or portion thereof selected or called for redemption.

(c) Exchange of Bonds. Whenever any Series 2024A Bond is surrendered by the Owner for exchange, the Registrar shall authenticate and deliver one or more new Series 2024A Bonds of the same series of a like

aggregate principal amount, interest rate and maturity, as requested by the Owner or the Owner's attorney in writing.

(d) Cancellation. All Series 2024A Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Series 2024A 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 2024A Bond or separate instrument of transfer is valid and genuine and that the requested 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 any Series 2024A Bond is at any time registered in the Bond Register as the absolute owner of such Series 2024A Bond, whether such Series 2024A Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Series 2024A 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 2024A Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Series 2024A Bonds (except for an exchange upon the partial redemption of a Series 2024A Bond), 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 Bonds. In case any Series 2024A Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Series 2024A Bond of the same series of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Series 2024A Bond or in lieu of and in substitution for any such Series 2024A 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 2024A Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Series 2024A 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. All Series 2024A Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Series 2024A Bond has already matured or such Series 2024A Bond has been called for redemption in

accordance with its terms, it shall not be necessary to issue a new Series 2024A Bond prior to payment.

2.05. Appointment of Initial Registrar. The City hereby appoints U.S. Bank Trust Company, National Association, in Salt Lake City, Utah, to act as bond registrar, transfer agent and paying agent (the "Registrar"). The City reserves the right to appoint a successor bond registrar, transfer agent or paying agent, as authorized by the Model Public Obligations Registration Act of Montana, Montana Code Annotated, Title 17, Chapter 5, Part 11, as amended (the "Registration Act"), but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed.

2.06. Optional Redemption.

(a) The Series 2024A Bonds with Stated Maturities on or after July 1, 2034 are subject to redemption on July 1, 2033 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a Redemption Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

The Redemption Date and the principal amount of the Series 2024A Bonds to be redeemed shall be fixed by the City Finance Director who shall give notice thereof to the Registrar at least 35 days prior to the Redemption Date or such lesser period as the Registrar accepts. The Registrar, at least 30 days prior to the designated Redemption Date, shall cause notice of redemption to be mailed, by first class mail, or by other means required by the securities depository, to the Owners of each Series 2024A Bond to be redeemed at their addresses as they appear on the Bond Register, but no defect in or failure to give such mailed notice shall affect the validity of proceedings for the redemption of any Series 2024A Bond not affected by such defect or failure. The notice of redemption shall specify the Redemption Date, Redemption Price, the numbers, interest rates, CUSIP numbers and Stated Maturities of the Series 2024A Bonds or portions thereof to be redeemed and the place at which the Series 2024A Bonds are to be surrendered for payment, which is the principal office of the Registrar. Official notice of redemption having been given as aforesaid, the Series 2024A Bonds or portions thereof so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified and from and after such date (unless the City shall default in the payment of the Redemption Price) such Series 2024A Bonds or portions thereof shall cease to bear interest.

Any notice of optional redemption of Series 2024A Bonds may state that redemption is conditioned upon the receipt by the Registrar on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of the Series 2024A Bonds to be redeemed or upon the satisfaction of any other condition stated in the notice, and that if such money is not so received or such condition not so satisfied, such notice shall be of no force and effect, and the City shall not be required to redeem such

Series 2024A Bonds. In the event that a notice of redemption contains such a condition and such money is not so received or such condition is not so satisfied, the redemption will not be made and the Registrar will, within a reasonable time thereafter, give notice in the manner in which the notice of redemption was given, that such money was not so received or such condition not so satisfied and that such redemption was not made.

2.07. Execution and Delivery. The Series 2024A Bonds shall be forthwith prepared for execution under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor, the City Finance Director and the City Clerk, provided that said signatures may be printed, engraved or lithographed facsimiles thereof. The seal of the City need not be imprinted on or affixed to any Series 2024A Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2024A Bonds shall cease to be such officer before the delivery thereof, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Series 2024A Bonds have been so executed by said City officers, they shall be registered by the City Finance Director in accordance with Montana Code Annotated, Section 7-7-4257, as amended. Notwithstanding such execution, no Series 2024A Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution unless and until a certificate of authentication on such Series 2024A Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Series 2024A Bonds need not be signed by the same representative. The executed certificate of authentication on each Series 2024A Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Series 2024A Bonds have been fully executed and authenticated, they shall be delivered by the Registrar to the Original Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Original Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository for the Series 2024A Bonds.

(a) For purposes of this Section 2.08, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Series 2024A Bond, the person in whose name such Series 2024A Bond is recorded as the beneficial owner of such Series 2024A Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2024A Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Series 2024A Bonds as securities depository.

“Representation Letter” shall mean the Blanket Issuer Letter of Representations pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Series 2024A Bonds of each series shall be initially issued as separately authenticated fully registered Series 2024A Bonds, and one Series 2024A Bond shall be issued in the principal amount of each stated maturity of each series of the Series 2024A Bonds. Upon initial issuance, the ownership of such Series 2024A Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive Owner of the Series 2024A Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2024A Bonds, selecting the Series 2024A Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to Owners of Series 2024A Bonds under this Resolution, registering the transfer of Series 2024A Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Series 2024A Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2024A Bonds, with respect to any notice which is permitted or required to be given to Owners under this Resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2024A Bonds, or with respect to any consent given or other action taken by DTC as Owner of the Series 2024A Bonds. So long as any Series 2024A Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Series 2024A Bond, and shall give all notices with respect to such Series 2024A Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal of and interest on the Series 2024A Bonds to the extent of the sum or sums so paid. No Person other than DTC shall receive an authenticated Series 2024A Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2024A Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines to discontinue the book-entry-only system for one or both series of Series 2024A Bonds, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Series 2024A Bonds of such series in the form of certificates. In such event, the Series 2024A Bonds of such series will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Series 2024A Bonds of one or both series at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable

law. In such event the Series 2024A Bonds of such series will be transferable in accordance with paragraph (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by Owners and Beneficial Owners and payments on the Series 2024A Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.

(e) In the event that any transfer or exchange of Series 2024A Bonds of a series is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Series 2024A Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Resolution. In the event Series 2024A Bonds in the form of certificates are issued to Owners other than Cede & Co., its successor as nominee for DTC as Owner of all the Series 2024A Bonds, or another securities depository as Owner of all the Series 2024A Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the preparation of such Series 2024A Bonds in the form of Series 2024A Bond certificates and the method of payment of principal of and interest on such Series 2024A Bonds in the form of Series 2024A Bond certificates.

2.09. Form of Series 2024A Bonds. The Series 2024A Bonds shall be prepared in substantially the form set forth in Exhibit E attached hereto, and by this reference are made a part hereof.

Section 3. Application of Proceeds of Series 2024A Bonds; Escrow Agreement.

3.01. Application of Proceeds. Simultaneously with the delivery of the Series 2024A Bonds, the City Finance Director shall cause the proceeds of the Series 2024A Bonds in the amount of \$7,505,404.75 (reflecting a principal amount of \$6,930,000.00, plus original issue premium of \$644,704.75, less underwriter's discount of \$69,300.00) to be deposited as follows:

(i) Proceeds of the Series 2024A Bonds in the amount of \$7,194,715.08, together with funds the City has on hand in the Reserve Account allocable to the Series 2013A Bonds in the amount of \$580,431.00 and in the Bond Account allocable to the Series 2013A Bonds in the amount of \$273,906.25, shall be deposited in the Escrow Account described below; and

(ii) The balance of the proceeds of the Series 2024A Bonds shall be deposited in the Construction Account to be used to pay costs of issuance of the Series 2024A Bonds.

In addition, amounts in the Reserve Account allocable to the Series 2013B Bonds in the amount of \$17,485.61 will be used to pay the premium for the 2013B Reserve Policy. Following the transfers of such amounts in the Reserve Account, the City shall transfer the remaining amounts on hand in the Reserve Account allocable to

the Series 2013B Bonds in the amount of \$371,083.39 to the Bond Account, and apply such amounts to pay debt service on the Series 2013B Bonds coming due on July 1, 2024.

Upon closing of the sale of the Series 2024A Bonds on June 13, 2024 (the "Closing"), the Reserve Account will be funded by the Reserve Policy with respect to the Series 2013B Bonds and the Series 2024A Bonds and with cash with respect to the Series 2020 Bonds.

3.02. Escrow Agreement. The aggregate amount described in Section 3.01(i) above shall be deposited in an escrow account (the "Escrow Account") with U.S. Bank Trust Company, National Association, as escrow agent (the "Escrow Agent") under an Escrow Agreement between the City and the Escrow Agent (the "Escrow Agreement"). The amount deposited in the Escrow Account (\$8,049,052.33) will be used to purchase State and Local Government Series - United States Treasury obligations (SLGS), the principal and interest on which will be sufficient to pay principal and interest on the Refunded Bonds as it comes due on July 1, 2024, and to refund and redeem the Refunded Bonds in full on September 10, 2024, as set forth in the Escrow Agreement. The Escrow Account shall be held in safekeeping by the Escrow Agent, and the Escrow Account and all income therefrom are irrevocably appropriated for the purposes stated in this Section 3.02. The Mayor, the City Finance Director, and the City Clerk are hereby authorized to enter into the Escrow Agreement with the Escrow Agent, substantially in the form attached hereto as Exhibit F, with such additions thereto or deletions therefrom as are necessary or appropriate. Upon the establishment and funding of the Escrow Account pursuant to this Section 3.02, the Refunded Bonds shall be defeased and shall no longer be considered outstanding.

3.03. Redemption. The Refunded Bonds are hereby called for redemption on September 10, 2024, at a redemption price equal to par plus interest accrued thereon through the Redemption Date, without premium. The Escrow Agent is directed to mail notice to registered owners of the Refunded Bonds in accordance with the provisions of the Escrow Agreement.

Section 4. Continuing Disclosure. The Council hereby approves the Continuing Disclosure Undertaking of the City substantially in the form of Exhibit G attached hereto and authorizes the City Administrator and the City Finance Director, or in the absence or unavailability of either, the Assistant City Administrator, to execute and deliver on behalf of the City contemporaneously with the date of issuance and delivery of the Series 2024A Bonds the Continuing Disclosure Undertaking, with such changes as may be necessary or appropriate. The execution and delivery by appropriate officers of the City of the Continuing Disclosure Undertaking are adequate to cause the Continuing Disclosure Undertaking to be binding and enforceable on the City.

Section 5. Amendments to Original Resolution. In Section 9 of the Original Resolution, the City reserved the right to adopt Supplemental Resolutions amending the Original Resolution with the consent of the Owners of a majority in principal amount of Outstanding Bonds affected thereby. The Owners of the Series 2024A Bonds are the Owners of 63.1% in principal amount of Outstanding Bonds, and purchase of the Series 2024A Bonds constitutes irrevocable consent of such Owners to the amendments to the Original Resolution described in this Section 5 and the provisions of Exhibit C and Exhibit D hereto.

5.01. Amendment of Section 1.01. Section 1.01 of the Original Resolution is hereby amended to add and/or amend and restate the following definitions:

Cash Subaccount shall mean the subaccount by that name established in the Reserve Account.

Parity Insurer Reimbursement Amounts shall mean amounts becoming due and payable to a municipal bond insurer under and pursuant to a municipal bond insurance policy or a Reserve Policy with respect to a series of Bonds.

Reserve Policy shall mean a debt service reserve insurance policy or surety bond issued for the Reserve Account by an insurance company initially rated in one of the two highest rating categories by Fitch, Inc., Moody's Investors Service, Inc., or S&P Global Ratings, Inc., or any successors thereto.

Reserve Policy Subaccount shall mean the subaccount by that name established in the Reserve Account.

Reserve Requirement shall mean, as of the date of calculation, an amount equal to the maximum Principal and Interest Requirements on Outstanding Bonds for the then current or any future calendar year. The City may elect to satisfy in whole or in part the Reserve Requirement with a Reserve Policy.

5.02. Amendment of Section 4.01. Section 4.01 of the Original Resolution is hereby amended to read as follows (underlining indicates additions; strikethroughs, deletions):

"Section 4.01 General Provisions. In addition to the Series 2013 Bonds, 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 6.02 and 6.03, whichever may be applicable, and upon filing with the City Clerk 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 Finance Director 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.

(iii) An opinion of Bond Counsel (who may rely on factual representations of the City and which opinion may be qualified by customary qualifications and exceptions) stating that:

(A) all conditions precedent provided for in this Resolution relating to the issuance and delivery of such series of Additional Bonds have been complied with, including any conditions precedent specified in this Section 4.01; and

(B) the series of Additional Bonds when issued and delivered by the City will be valid and binding special, limited obligations of the City in accordance with their terms and entitled to the benefits of and secured by this Resolution.

Any Additional Bonds shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate, if any, permitted by law, 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 2013 Bonds and any Additional Bonds theretofore issued, entitled to the same benefits and security of this Resolution.

To the extent Additional Bonds are insured under a municipal bond insurance policy or Reserve Policy and Parity Insurer Reimbursement Amounts are due and owing with respect thereto, such Parity Insurer Reimbursement Amounts shall be secured by Tax Increment and shall be payable on a parity with the Bonds; provided, however, that Parity Insurer Reimbursement Amounts due and owing with respect to a Reserve Policy shall be subject to the priority of the credit and payment provisions applicable to the Reserve Account and otherwise as set forth under the Resolution. Parity Insurer Reimbursement Amounts due and owing shall be taken into account for purposes of the calculations under Sections 4.01, 4.02 and 4.03. In the event Parity Insurer Reimbursement Amounts are due and owing, payment will be made payable from one or more additional accounts created within the Tax Increment Funds for that purpose.

5.03. Amendment of Section 5.04. Section 5.04 of the Original Resolution is hereby amended to read as follows (underlining indicates additions; strikethroughs, deletions):

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

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

On or before each Interest Payment Date, the City shall withdraw from the Interest Account an amount sufficient to pay the interest coming 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 on 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 interest due on such Interest Payment Date, the City shall allocate amounts in the Interest Account to all Outstanding Bonds on a pro rata basis. The City shall then transfer any money then on hand in the Tax Increment Development Fund, the Construction Account, the applicable subaccount within the Reserve Account and/or the Sinking Fund Account, in the order listed and in an amount equal to such deficiency, to the Interest Account. Amounts in the Cash Subaccount shall be applied only to interest payment delinquencies with respect to Bonds secured by the Cash Subaccount, and amounts in the Reserve Policy Subaccount shall be applied only to interest payment delinquencies with respect to Bonds secured by the Reserve Policy Subaccount.

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

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

Amounts on hand in the Sinking Fund 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 Sinking Fund 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 Sinking Fund 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 the Tax

Increment Development Fund or the applicable subaccount within the Reserve Account, in the order listed and in an amount equal to such deficiency, to the Sinking Fund Account. Amounts in the Cash Subaccount shall be applied only to principal payment delinquencies with respect to Bonds secured by the Cash Subaccount, and amounts in the Reserve Policy Subaccount shall applied only to principal payment delinquencies with respect to Bonds secured by the Reserve Policy Subaccount.

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

5.04. Amendment of Section 5.05. Section 5.05 of the Original Resolution is hereby amended and restated in its entirety as follows:

“Section 5.05. Reserve Account. The Reserve Account is hereby established as a special account within the Tax Increment Debt Service Fund, and two subaccounts are hereby established within the Reserve Account: the Cash Subaccount and the Reserve Policy Subaccount.

(a) The Cash Subaccount shall secure the Series 2020 Bonds and any other Bonds for which the Reserve Requirement is satisfied by the deposit of bond proceeds or other funds of the City and not by a Reserve Policy. There shall be credited to the Cash Subaccount the following amounts: (i) from proceeds of the Series 2020 Bonds, on the date of their issuance, the amount necessary to meet the Reserve Requirement with respect to the Series 2020 Bonds; (ii) any amount specified in any Supplemental Resolution to be credited to the Cash Subaccount; (iii) from Tax Increment received by the City, the amount specified in clause (c) of Section 5.02, on an equal and ratable basis with any deposits required to be made to the Reserve Policy Subaccount under Section 5.05(b) and (c); and (iv) any other amounts appropriated from time to time to the Cash Subaccount.

(b) The Reserve Policy Subaccount shall secure the Series 2013B Bonds, the Series 2024A Bonds, and any other Bonds for which the Reserve Requirement is satisfied by a Reserve Policy. There shall be credited to the Reserve Policy Subaccount the following amounts: (i) with respect to the Series 2013B Bonds and Series 2024A Bonds, on the respective dates of their issuance, a Reserve Policy in the amount necessary to meet the Reserve Requirement with respect to the Series 2013B Bonds and Series 2024A Bonds; (ii) any amount specified in any Supplemental Resolution to be credited to the Reserve Policy Subaccount; (iii) from Tax Increment received by the City, the amount specified in clause (c) of Section 5.02, on an equal and ratable basis with any deposits required to be made to the Cash Subaccount under Section 5.05(a) and (c); and (iv) any other amounts appropriated from time to time to the Reserve Policy Subaccount.

(c) If on any Interest Payment Date or on any Principal Payment Date there shall exist, after the transfers thereto of any money then on hand in the Tax Increment Development Fund and the Construction Account, as applicable, a deficiency in the

Interest Account or Sinking Fund Account, the City shall transfer from the Cash Subaccount to such account an amount equal to such deficiency with respect to all Bonds secured by the Cash Subaccount and shall transfer from the Reserve Policy Subaccount to such account an amount equal to such deficiency with respect to all Bonds secured by the Reserve Policy Subaccount, in accordance with the procedures required under the applicable Reserve Policy.

All income derived from the investment of amounts in the Reserve Account shall be credited as received to the applicable subaccount within the Reserve Account until such time as the balance in the Reserve Account is equal to the Reserve Requirement, and thereafter all such investment income as received shall be transferred to the Sinking Fund Account.

Money in the Reserve Account shall be used only to pay when due principal of, premium, if any, and interest on Outstanding Bonds when the balance on hand in the Bond Account is insufficient therefor; provided that on any date when the balance then on hand in the Bond Account allocable to a series of Bonds, plus the balance then on hand in the applicable subaccount within the Reserve Account allocable to the series of Bonds (exclusive of any Reserve Policy), is sufficient with other money available to pay or discharge all Outstanding Bonds of that series and the interest accrued thereon in full, and the balance thereafter on hand in the Reserve Account will be at least equal to the Reserve Requirement for all Outstanding Bonds not to be discharged, it may be used for that purpose.

The City shall maintain a balance in the Cash Subaccount equal to the Reserve Requirement with respect to the Bonds secured by the Cash Subaccount and a balance in the Reserve Policy Subaccount equal to the Reserve Requirement with respect to the Bonds secured by the Reserve Policy Subaccount, such that the balance in the Reserve Account is equal to the Reserve Requirement with respect to all Outstanding Bonds. Any Reserve Policy shall be valued at the amount available to be drawn thereon.

If at any time the balance in the Reserve Account exceeds the Reserve Requirement, the City shall transfer such excess to the Sinking Fund Account.

If the balance in the Reserve Account is less than the Reserve Requirement, Tax Increment transferred to the Reserve Account shall be allocated, pro rata, to the Cash Subaccount and the Reserve Policy Subaccount, in proportion to the principal amount of Bonds secured by such subaccount.

(d) At any time the Reserve Policy Subaccount contains both cash and a Reserve Policy, the cash shall be used first to pay principal and interest due on the Bonds secured by the Reserve Policy Subaccount, to the extent money in the Bond Account is insufficient therefor, before any demand is made on the Reserve Policy. In the event the Reserve Account contains more than one Reserve Policy, any draw on the Reserve Policies to pay principal and interest on the Bonds secured by the Reserve Policy Subaccount shall be made on a pro rata basis."

5.05. Effect of Amendment. The Original Resolution shall be amended and supplemented by the above provisions of Section 5 hereof and the provisions of Exhibit C and Exhibit D hereto as of the Closing, and shall continue in full force and effect as so amended and supplemented.

Section 6. Tax Covenants and Certifications.

6.01. Use of 2013A Project. The 2013A Project is and will be owned and operated by the City. No user of the 2013A Project is granted any concession, license or special arrangement with respect to the 2013A Project. 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 2013A Project or security for the payment of the Series 2024A Bonds which might cause the Series 2024A Bonds to be considered "private activity bonds" or "private loan bonds" within the meaning of Section 141 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 2024A Bonds.

6.02. General Covenant. The City covenants and agrees with the Owners from time to time of the Series 2024A Bonds 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 2024A Bonds 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 2024A Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

6.03. Arbitrage Certification. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for issuing the Series 2024A Bonds pursuant to the 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 2024A Bonds, it is reasonably expected that the proceeds of the Series 2024A Bonds will not be used in a manner that would cause the Series 2024A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

6.04. Arbitrage Rebate. The City acknowledges that the Series 2024A Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Series 2024A Bonds from gross income for federal income tax purposes, unless the Series 2024A Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no "gross proceeds" of the Series 2024A Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after

the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the City Finance Director and the City Clerk are hereby authorized and directed to execute a tax certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

6.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than August 15, 2024, a statement concerning the Series 2024A Bonds containing the information required by Section 149(e) of the Code.

Section 7. Repeals and Effective Date.

7.01. 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 Supplemental Resolution.

7.02. Effective Date. This Supplemental Resolution shall take effect immediately upon its passage and adoption by this Council; provided that the amendments set forth in Section 5 hereof shall take effect as of the Closing.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 28th day of May, 2024.



CITY OF BILLINGS

By: William A. Cole
William A. Cole, Mayor

Attest:

By: Denise R. Bohlman
Denise R. Bohlman, City Clerk

EXHIBIT A

Aggregate Debt Service as of June 13, 2024

DATE	Series 2013B Taxable	Series 2020	Series 2024A	TOTAL
07/01/2024	430,480.63	101,462.50	-	531,943.13
07/01/2025	498,605.00	141,300.00	378,825.00	1,018,730.00
07/01/2026	494,717.50	139,550.00	380,750.00	1,015,017.50
07/01/2027	499,605.00	137,800.00	379,000.00	1,016,405.00
07/01/2028	500,785.00	140,700.00	382,250.00	1,023,735.00
07/01/2029	-	138,450.00	885,250.00	1,023,700.00
07/01/2030	-	141,200.00	883,000.00	1,024,200.00
07/01/2031	-	138,800.00	884,500.00	1,023,300.00
07/01/2032	-	140,600.00	879,500.00	1,020,100.00
07/01/2033	-	137,200.00	878,250.00	1,015,450.00
07/01/2034	-	138,800.00	880,500.00	1,019,300.00
07/01/2035	-	140,200.00	881,000.00	1,021,200.00
07/01/2036	-	136,400.00	879,750.00	1,016,150.00
07/01/2037	-	137,600.00	881,750.00	1,019,350.00
07/01/2038	-	136,600.00	876,750.00	1,013,350.00
07/01/2039	-	139,400.00	-	139,400.00
07/01/2040	-	140,000.00	-	140,000.00
07/01/2041	-	140,400.00	-	140,400.00
07/01/2042	-	140,600.00	-	140,600.00
07/01/2043	-	140,600.00	-	140,600.00
07/01/2044	-	140,400.00	-	140,400.00
Total	\$2,424,193.13	\$2,890,062.50	\$10,331,075.00	\$15,645,330.63

EXHIBIT B

Subordinate Obligations

Name	FY24	FY25	FY26	FY27	FY28
Arthouse Cinema Phase II	\$ 350,000				
Alberta Bair Theater	250,000				
Stone Building	221,922	\$ 221,922	\$ 221,922		
Kibler & Kirch PO 23-000881	79,940				
MJShanks LLC PO 24-000425	110,200				
Skypoint Project PO 22-000032	260,000				
Montana Rescue Mission		210,000	210,000		
Old Town Flats		384,553	384,553	\$ 384,553	\$ 384,553
Lincoln Apartments PO 24-000224	50,000	50,000	50,000	50,000	50,000
Old Billings Hardware		149,000	149,000	149,000	149,000
Rockman Project			1,000,000	1,000,000	1,000,000

EXHIBIT C

PROVISIONS RELATING TO BOND INSURANCE

Capitalized terms used in this Exhibit C but not otherwise defined herein shall have the respective meanings given such terms in the Resolution. The Resolution is amended and supplemented by this Exhibit C.

(a) For this Exhibit, the following defined terms apply:

“Insurance Policy” means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Insured Bonds when due.

“Insured Bonds” means the Issuer’s Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024.

“Insurer” means Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.

“Issuer” means the City of Billings, Montana.

“Reserve Policy” means the debt service reserve insurance policy issued by the Insurer and deposited in the Reserve Account.

(b) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in substitution of the Reserve Policy or in lieu of a cash deposit into the Reserve Account. Amounts drawn under the Reserve Policy shall be applied solely to the payment of debt service due on the Series 2013B Bonds and Series 2024A Bonds in accordance with the provisions of the Resolution, including Exhibit D thereto.

(c) The Insurer shall be deemed to be the sole Owner of the Insured Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Insured Bonds are entitled to take pursuant to the Resolution pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Registrar. In furtherance thereof and as a term of the Resolution and each Insured Bond, each Owner of the Insured Bonds appoints the Insurer as its agent and attorney-in-fact with respect to the Insured Bonds and agrees that the Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “Claim”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each Owner of the Insured Bonds delegates and assigns to the Insurer, to the

fullest extent permitted by law, the rights of each Owner of the Insured Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Registrar acknowledges such appointment, delegation and assignment by each Owner of the Insured Bonds for the Insurer's benefit, and agrees to cooperate with the Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment. Remedies granted to the Owners shall expressly include mandamus.

(d) The maturity of Insured Bonds shall not be accelerated without the consent of the Insurer and in the event the maturity of the Insured Bonds is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal, and interest accrued on such principal, to the date of acceleration (to the extent unpaid by the Issuer) and the Registrar shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Insurance Policy with respect to such Insured Bonds shall be fully discharged.

(e) No grace period for a covenant default shall exceed thirty (30) days or be extended for more than sixty (60) days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.

(f) The Insurer is a third party beneficiary of the Resolution.

(g) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Insured Bonds to be redeemed shall be subject to the approval of the Insurer. The exercise of any provision of the Resolution which permits the purchase of Insured Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Insured Bond so purchased is not cancelled upon purchase.

(h) Any amendment, supplement, modification to, or waiver of, the Resolution or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Owners or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(i) Unless the Insurer otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Construction Fund shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the applicable Bonds.

(j) The rights granted to the Insurer under the Resolution or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be

construed or deemed to be taken for the benefit, or on behalf, of the Owners and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners or any other person is required in addition to the consent of the Insurer.

(k) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated in the then highest rating category by S&P and Moody's for such obligations, or (5) subject to the prior written consent of the Insurer, any other type of security or obligation which S&P and Moody's have determined to be permitted defeasance securities, shall be used to effect defeasance of the Insured Bonds unless the Insurer otherwise approves. To accomplish defeasance of the Insured Bonds, the Issuer shall cause to be delivered to the Insurer (i) other than with respect to a current refunding that is gross funded, a report of either a nationally recognized verification agent or a firm of independent, nationally-recognized certified public accountants as shall be acceptable to the Insurer verifying the sufficiency of the escrow established to pay the Insured Bonds in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement or other irrevocable written instructions (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally-recognized bond counsel to the effect that the Insured Bonds are no longer "Outstanding" under the Resolution and (iv) a certificate of discharge of the Registrar with respect to the Insured Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Issuer, the Registrar and the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five (5) Business Days prior to the funding of the escrow. Insured Bonds shall be deemed "Outstanding" under the Resolution unless and until they are in fact paid and retired or the above criteria are met.

(l) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Resolution and the Insured Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Issuer in accordance with the Resolution. The Resolution shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(m) The Issuer covenants and agrees to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Tax Increment under applicable law.

(n) Claims Upon the Insurance Policy and Payments by and to the Insurer. If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Registrar, after making

all transfers and deposits required under the Resolution, moneys sufficient to pay the principal of and interest on the Insured Bonds due on such Payment Date, the Registrar shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Insured Bonds due on such Payment Date, the Registrar shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Insured Bonds and the amount required to pay principal of the Insured Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy. The Registrar shall designate any portion of payment of principal on Insured Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Bonds registered to the then current Owner of the Insured Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Registrar's failure to so designate any payment or issue any replacement Insured Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Insured Bond or the subrogation rights of the Insurer. The Registrar shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Insured Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Registrar. Upon payment of a claim under the Insurance Policy, the Registrar shall establish a separate special purpose trust account for the benefit of Owners of the Insured Bonds referred to herein as the "Policy Payments Account" and over which the Registrar shall have exclusive control and sole right of withdrawal. The Registrar shall receive any amount paid under the Insurance Policy in trust on behalf of Owners of the Insured Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Registrar to Owners of the Insured Bonds in the same manner as principal and interest payments are to be made with respect to the Insured Bonds under the sections of the Resolution regarding payment of Insured Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything in the Resolution to the contrary, the Issuer agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a)

the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then-applicable highest rate of interest on the Insured Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Issuer hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Tax Increment and payable from such Tax Increment on a parity with debt service due on the Bonds.

Funds held in the Policy Payments Account shall not be invested by the Registrar and may not be applied to satisfy any costs, expenses or liabilities of the Registrar. The Registrar shall notify the Insurer of any funds remaining in the Policy Payments Account after the Registrar has made the payments for which a claim was made to the Owners of the Insured Bonds and shall, at the written direction of the Insurer, promptly remit such funds remaining to the Insurer.

(o) The Insurer shall, to the extent it makes any payment of principal of or interest on the Insured Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Issuer to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(p) The Issuer shall pay or reimburse the Insurer, solely from the Tax Increment, any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Resolution or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Resolution or any other Related Document whether or not executed or completed, or (iv) any litigation, proceeding (including any Insolvency Proceeding) or other dispute in connection with the Resolution or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Resolution or any other Related Document. Amounts payable by the Issuer hereunder shall bear interest at the Late Payment Rate from the date such amount is paid or incurred by the Insurer until the date the Insurer is paid in full. The obligation to reimburse the Insurer shall survive discharge or termination of the Related Documents.

(q) After payment of reasonable expenses of the Registrar, the application of funds realized upon default shall be applied to the payment of expenses of the Issuer or rebate only after the payment of past due and current debt service on the Bonds and amounts required to restore the Reserve Account to the Reserve Requirement.

(r) The Insurer shall be entitled to pay principal or interest on the Insured Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Insurance Policy) and any amounts due on the Insured Bonds as a result of acceleration of the maturity thereof, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.

(s) Notices to the Insurer shall be sent to the following address (or such other address as the Insurer may designate in writing):

Assured Guaranty Municipal Corp.
1633 Broadway
New York, NY 10019
Attention: Managing Director – Municipal Surveillance
Re: Policy Nos. 223328-N (Insurance Policy) and 223328-R (Reserve Policy)
Telephone: (212) 974-0100
Email: munidisclosure@agltd.com

In each case in which the notice or other communication refers to a claim on the Insurance Policy, the Reserve Policy or an Event of Default, such notice or other communication shall be marked "URGENT MATERIAL ENCLOSED" and a copy shall also be sent to the attention of the General Counsel at the above address and at generalcounsel@agltd.com.

(t) The Insurer shall be provided with the following information by the Issuer or the Registrar, as the case may be:

1. To the extent not otherwise filed with the Municipal Securities Rulemaking Board's EMMA system, annual audited financial statements within the filing deadline specified in the Issuer's continuing disclosure agreement, covenant or undertaking with respect to the Bonds (together with a certification of the Issuer that it is not aware of any default or Event of Default under the Resolution), and, upon request, the Issuer's annual budget within thirty (30) days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

2. Notice of any draw upon the Reserve Account within two (2) Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of Bonds and any Additional Bonds secured by the Reserve Account;

3. Notice of any default or Event of Default under the Resolution known to the Registrar or the Issuer within five (5) Business Days after knowledge thereof;

4. Prior notice of the advance refunding or redemption of any of the Insured Bonds, including the principal amount, maturities and CUSIP numbers thereof;

5. Notice of the resignation or removal of the Registrar and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

6. Notice of the commencement of any Insolvency Proceeding (as defined in subsection (c) above);

7. Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Insured Bonds;

8. A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents;

9. All reports, notices and correspondence to be delivered to Owners under the terms of the Related Documents; and

10. To the extent not otherwise filed with the Municipal Securities Rulemaking Board's EMMA system, all information required to be furnished pursuant to a continuing disclosure agreement, covenant or undertaking with respect to the Insured Bonds.

(u) The Insurer shall have the right to receive such additional information as it may reasonably request.

(v) The Issuer will permit the Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Issuer on any Business Day upon reasonable prior notice.

(w) To the extent not filed with the Municipal Securities Rulemaking Board's EMMA System, the Issuer shall notify the Insurer of any known failure of the Issuer to provide notices, certificates and other information under the Related Documents that are required to be delivered to the Owners of the Bonds.

(x) Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth in the Resolution, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Reserve Account is fully-funded at the Reserve Requirement (including the proposed issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Insurer.

(y) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Resolution would adversely affect the security for the Bonds or the rights of the Owners, the effect of any such amendment, consent, waiver, action or inaction shall be considered as if there were no Insurance Policy.

(z) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Insured Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

(aa) The Issuer shall not enter into any interest rate exchange agreement or any other interest rate maintenance agreement secured by and payable from the Tax Increment without the prior written consent of the Insurer.

EXHIBIT D

PROVISIONS RELATING TO RESERVE POLICY

Capitalized terms used in this Exhibit D but not otherwise defined herein shall have the respective meanings given such terms in the Resolution. The Resolution is amended and supplemented by this Exhibit D.

(a) The City of Billings, Montana (the "Issuer") shall repay, solely from Tax Increment, any draws under the Reserve Policy and pay all related reasonable expenses incurred by Assured Guaranty Municipal Corp. (the "Insurer") and shall pay interest thereon from the date of payment by the Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of: (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then-applicable highest rate of interest on the Bonds; and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Insurer shall specify. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Insurer, with the same force and effect as if the Issuer had specifically designated such extra sums to be so applied and the Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the

Reserve Policy. The obligation to pay Policy Costs shall be secured by a valid lien on all Tax Increment and other collateral pledged as security for the Series 2013B Bonds and Series 2024A Bonds (subject only to the priority of credit and payment provisions applicable to the Reserve Account and otherwise as set forth under the Resolution).

All cash and investments in the Reserve Policy Subaccount shall be transferred to the Bond Account for payment of debt service on Series 2013B Bonds, Series 2024A Bonds, and any other Bonds secured by the Reserve Policy Subaccount before any drawing may be made on the Reserve Policy or any other credit facility credited to the Reserve Policy Subaccount in lieu of cash (herein, a "Credit Facility"). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Policy Subaccount. Payment of Policy Costs and payment of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Policy Subaccount. Payment of all Policy Costs and payment of all amounts with respect to other Credit Facilities shall be made on a pari passu basis with payments and replenishments required to be made under the Resolution with respect to amounts on hand in the Reserve Policy Subaccount and the Cash Subaccount, if any, securing Bonds.

For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(b) If the Issuer shall fail to pay any Policy Costs in accordance with the requirements of subparagraph (a) hereof, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Resolution other than (i) acceleration of the maturity of the Series 2013B Bonds and Series 2024A Bonds or (ii) remedies which would adversely affect owners of the Series 2013B Bonds and Series 2024A Bonds.

(c) The Resolution shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The Issuer's obligation to pay such amounts shall expressly survive payment in full of the Series 2013B Bonds and Series 2024A Bonds.

(d) The Issuer shall include any Policy Costs then due and owing the Insurer in the calculation of the additional bonds test in Sections 4.01 through 4.03 of the Original Resolution.

(e) The Registrar shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of subparagraph (a) hereof and provide notice to the Insurer in accordance with the terms of the Reserve Policy at least five Business Days prior to each date upon which interest or principal is due on the Bonds. Where

deposits are required to be made by the Issuer with the Registrar to the Bond Account for the Bonds more often than semi-annually, the Registrar shall give notice to the Insurer of any failure of the Issuer to make timely payment in full of such deposits within two Business Days of the date due.

EXHIBIT E

[Form of Series 2024A Bonds]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS, MONTANA

TAX INCREMENT URBAN RENEWAL REVENUE REFUNDING BONDS
(EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA)
SERIES 2024A

No. _____

\$ _____

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____ %	July 1,	June 13, 2024	090141

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

DOLLARS AND NO/100

FOR VALUE RECEIVED, CITY OF BILLINGS, MONTANA (the "City"), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above or, if this Bond is prepayable as stated herein, on any date prior thereto on which this Bond shall have been duly called for redemption, and to pay interest on said principal amount to the registered owner hereof from the Date of Original Issue set forth above or from such later date to which interest has been paid or duly provided for until this Bond is paid or, if this Bond is prepayable, until it has been duly called for redemption, at the rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank Trust Company, National Association, of Salt Lake City, Utah, as registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar") at its operations center in St. Paul, Minnesota. The interest on this Bond shall be payable on January 1 and July 1 in each year, commencing January 1, 2025. Interest on the Series 2024A Bonds shall be payable to the owners of record thereof as such appear on the Bond Register as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Bond shall be payable by check or draft issued by the Registrar described herein.

The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

This Bond is one of a duly authorized issue of Bonds of the City designated as "Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area)" (collectively, the "Bonds"), issued and to be issued in one or more series under, and all equally and ratably secured by Resolution No. 13-19253, adopted by the City Council on March 25, 2013 (the "Original Resolution"), as amended by Resolution Nos. 20-10878 and 24-[], adopted by the City Council on June 22, 2020 and May 28, 2024, respectively (the Original Resolution, as amended or supplemented in accordance with the provisions thereof, 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. As provided in the Resolution, the Bonds are issuable in series which may vary as in the Resolution provided or permitted. This Bond is one of the series specified in its title, issued in the aggregate principal amount of \$6,930,000 (the "Series 2024A Bonds"), all of like date of original issue and tenor except as to serial number, denomination, date, interest rate, maturity date and redemption privilege. The Series 2024A Bonds are issued by the City for the purpose of (i) refunding the City's outstanding Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Tax Exempt) Series 2013A, (ii) paying the premium for a reserve account insurance policy to the credit of the Reserve Account for the Series 2024A Bonds, and (iii) paying costs of issuance of the Series 2024A Bonds. The Series 2024A Bonds are payable and secured ratably and equally and on a parity with the City's Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Taxable) Series 2013B (the "Series 2013B Bonds"), the City's Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2020 (the "Series 2020 Bonds"), and any Additional Bonds hereafter issued pursuant to the Resolution. To the extent Additional Bonds are insured under a municipal bond insurance policy or Reserve Policy and Parity Insurer Reimbursement Amounts are due and owing with respect thereto, such Parity Insurer Reimbursement Amounts shall be secured by Tax Increment and shall be payable on a parity with the Bonds; provided, however, that Parity Insurer Reimbursement Amounts due and owing with respect to a Reserve Policy shall be subject to the priority of the credit and payment provisions applicable to the Reserve Account and otherwise as set forth under the Resolution. Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

The Series 2024A Bonds are 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 Bonds are payable solely and ratably from Tax Increment received by the City and resulting from the extension of ad valorem taxes levied by certain Taxing Bodies against the incremental taxable value of properties within the District pursuant to the Act, except that under certain conditions as described in the Resolution, the Bonds may be payable from replacement revenues, if any, provided in the event of the abolition or substantial elimination of property taxation in Montana.

The Bonds are not general obligations of the City and the City's general credit and taxing powers are not pledged to the payment of the Bonds or the interest thereon. The Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitations.

The Series 2024A Bonds with Stated Maturities on or after July 1, 2034 are subject to redemption on July 1, 2033 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a Redemption Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2024A 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 Series 2024A Bonds of other authorized denominations. Upon any such transfer or exchange, the City will cause a new Series 2024A 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.

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to the Registrar. Said Policy is on file and available for inspection at the principal office of the Registrar and a copy thereof may be obtained from AGM or the Registrar. All payments required to be made under the Policy shall be made in accordance with the provisions thereof and the Resolution. The owner

of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

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 Series 2024A 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 Series 2024A 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 to the Tax Increment Debt Service Fund of the City; that Additional Bonds may be issued and made payable from the Tax Increment Debt Service Fund on a parity with the Series 2013B Bonds, the Series 2020 Bonds and the Series 2024A Bonds upon certain conditions set forth in the Resolution, but no obligation (other than certain Parity Insurer Reimbursement Amounts as described in the Resolution) 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 2013B Bonds, the Series 2020 Bonds and the Series 2024A Bonds on the Tax Increment; that all provisions for the security of the Owners of the Bonds as set forth in the Resolution will be punctually and faithfully performed as therein stipulated; and that the issuance of the Series 2024A Bonds does not cause the obligations of the City to exceed any constitutional or statutory limitation of indebtedness.

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 one of its authorized representatives.

IN WITNESS WHEREOF, the City of Billings, Montana, by its City Council, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Finance Director and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Seal)

(Facsimile Signature)
CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

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

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Registrar, Transfer Agent, and
Paying Agent

By _____
Authorized Signature

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.

EXHIBIT F

FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and executed by and between the City of Billings, Montana (the "City"), and U.S. Bank Trust Company, National Association, in Salt Lake City, Utah, as escrow agent (the "Agent"). The parties hereto recite and, in consideration of the mutual covenants and payments referred to and contained herein, covenant and agree as follows:

1. The City, in accordance with a resolution of its City Council adopted on May 28, 2024 (the "Bond Resolution"), is issuing its Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024A, dated, as originally issued, as of the date hereof, in the aggregate principal amount of \$6,930,000 (the "Series 2024A Bonds"), a portion of the proceeds of which will be used to defease and redeem all of the City's outstanding Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Tax Exempt) Series 2013A, dated, as originally issued, as of April 1, 2013 (the "Series 2013A Bonds"), with stated maturities in 2029 and thereafter, and outstanding in the aggregate principal amount of \$7,885,000 (the "Refunded Bonds").

The City has directed that proceeds of the Series 2024A Bonds in the amount of \$7,194,715.08, together with \$273,906.25 on hand in the debt service account allocable to the Series 2013A Bonds and \$580,431.00 on hand in the debt service reserve account allocable to the Series 2013A Bonds, be applied as follows: (i) \$8,049,052.00 to payment of the purchase price of the State and Local Government Securities (the "Initial Securities"), and (ii) \$0.33 to establish a beginning cash balance in the Escrow Account, in each case, as described in Exhibit A hereto (which is hereby incorporated herein and made a part hereof).

2. The Agent acknowledges receipt of the Initial Securities and cash described in Exhibit A hereto and agrees that it will hold such Initial Securities and cash in a special segregated escrow account in the name of the City (the "Escrow Account"), will collect and receive on behalf of the City all payments of principal of and interest the Initial Securities and will remit from the Escrow Account to the paying agent for the Refunded Bonds (the "Paying Agent") the funds required for the payment of principal of the Refunded Bonds and interest thereon as shown on Exhibit B hereto (which is incorporated herein and made a part hereof). When the final transfers have been made for the payment of such principal of and interest on the Refunded Bonds, the Agent will remit any remaining funds in the Escrow Account to the City, for deposit into the Tax Increment Debt Service Account for the Series 2024A Bonds.

The Agent shall, not less than 30 days prior to September 10, 2024, provide notice of the redemption of the Refunded Bonds (in the form of Exhibit C hereto (which is incorporated herein and made a part hereof)), by first class mail, or by other means required by The Depository Trust Company, of New York, New York ("DTC"), to the

registered owners of such Refunded Bonds at their addresses as they appear on the Bond Register.

3. In the opinion of Ritz & Associates, P.A., of Bloomington, Minnesota, and as evidenced by the verification report attached hereto as Exhibit D, (i) the cash and Initial Securities deposited in the Escrow Account and described in Exhibit A hereto mature at such times and bear interest at such rate that the collections of principal thereof and interest thereon, together with the beginning cash balance in the account, will be sufficient to pay the mandatory sinking fund principal and interest payment on the Refunded Bonds as it comes due on July 1, 2024 and to pay the redemption price of the Refunded Bonds on September 10, 2024.

4. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions as they occur. The City specifically waives such notification to the extent permitted by law and will receive periodic cash transaction statements from the Agent which will detail all investment transactions.

5. In order to ensure continuing compliance with Section 148 of the Code and applicable Treasury Regulations, the Agent agrees that it will not reinvest any cash received upon maturity of the investments held in the Escrow Account without the City's prior written consent following consultation with bond counsel.

6. The Agent also acknowledges receipt of a sum described in a letter agreement between the City and the Agent, as and for full compensation for all services to be performed by it as Agent under this Agreement, and the Agent expressly waives any lien upon or claim against the moneys and investments in the Escrow Account.

7. If at any time it shall appear to the Agent that the money in the Escrow Account will not be sufficient to make any payment due to the owners of any of the Refunded Bonds, the Agent shall immediately notify the City. Upon receipt of such notice, the City shall forthwith transmit to the Agent for deposit in the Escrow Account from moneys on hand and legally available therefor, such additional moneys as may be required to make any such payment.

8. Not more than 15 business days after each of the payments described in Exhibit B hereto, the Agent shall submit to the City a report covering all money it shall have received and all payments it shall have made or caused to be made hereunder. Such report shall also list all obligations held in the Escrow Account and the amount of money existing in the Escrow Account, if any, on such date.

9. It is recognized that title to the securities and cash held in the Escrow Account from time to time shall remain vested in the City but subject always to the prior charge and lien thereon of this Agreement and the use thereof required to be made by the provisions of this Agreement. The Agent shall hold all such securities and cash in the Escrow Account as a special trust fund and account separate and wholly segregated from all other cash and securities of the Agent on deposit therein and shall

never commingle such securities and cash with other money or investments. It is understood and agreed that the responsibility of the Agent under this Agreement is limited to the safekeeping and segregation of the securities and cash deposited with it in the Escrow Account and the collection of and accounting for the principal and interest payable with respect thereto.

10. This Agreement is made by the City for the benefit of the owners of the Refunded Bonds and is not revocable by the City, and the Initial Securities and cash deposited in the Escrow Account by the City and all income therefrom have been irrevocably appropriated for the payment and redemption of the Refunded Bonds and interest thereon, in accordance with this Agreement.

11. This Agreement shall be binding upon and shall inure to the benefit of the City and the Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third-party beneficiary contract for the benefit of the owners of the Refunded Bonds. Said third-party beneficiaries shall be entitled to enforce performance and observance by the City and the Agent of the respective agreements and covenants herein contained as fully and completely as if said third-party beneficiaries were parties hereto. Any bank or trust company into which the Agent may be merged or with which it may be consolidated or any bank or trust company resulting from any merger or consolidation to which it shall be a party or any bank or trust company to which it may sell or transfer all or substantially all of its corporate trust business shall, if the City approves, be the successor agent hereunder without the execution of any additional document or the performance of any further act.

12. This Agreement shall terminate when all of the Refunded Bonds have been discharged and any and all remaining funds have been distributed in accordance with Section 2 and the report has been submitted in accordance with Section 8.

13. This Agreement may not be amended except to sever any clause herein deemed to be illegal or cure any ambiguity or correct or supplement any provision herein which may be inconsistent with any other provision; provided that the Agent shall determine that any such amendment shall not adversely affect the owners of the Refunded Bonds.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Agreement to be duly executed by their duly authorized officers, as of the 13th day of June, 2024.

CITY OF BILLINGS, MONTANA

Mayor

City Finance Director

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Escrow Agent

By _____
Its Vice President

(Signature page to Escrow Agreement, dated June 13, 2024,
with the City of Billings, Montana)

EXHIBIT A

\$6,930,000

Tax Increment Urban Renewal Revenue Refunding Bonds
(Expanded North 27th Street Urban Renewal Area), Series 2024A
City of Billings, Montana

Beginning Cash Balance: \$0.33

Initial Securities:

<i>(State and Local Government Securities)</i>			
<u>Type</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
SLGS-CI	07/01/2024	\$ 273,906.00	0.000%
SLGS-CI	09/10/2024	\$7,775,146.00	5.460%

EXHIBIT B

\$6,930,000

Tax Increment Urban Renewal Revenue Refunding Bonds
(Expanded North 27th Street Urban Renewal Area), Series 2024A
City of Billings, Montana

DEBT SERVICE SCHEDULE FOR
REFUNDED SERIES 2013A BONDS

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
07/01/2024	\$ 80,000.00	\$193,906.25	\$ 273,906.25
09/10/2024	\$7,805,000.00	\$ 73,659.90	\$7,878,659.90

EXHIBIT C

NOTICE OF REDEMPTION

Tax Increment Urban Renewal Revenue Bonds
(Expanded North 27th Street Urban Renewal Area) (Tax Exempt) Series 2013A
City of Billings, Montana

NOTICE IS HEREBY GIVEN that the City of Billings, Montana (the "City"), has called for redemption all of its Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Tax Exempt), Series 2013A (the "Bonds"), dated, as originally issued, as of April 1, 2013, maturing on July 1 in the years and amounts and bearing interest and CUSIP numbers as set forth below:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
2029*	\$ 950,000	4.375%	090141 DT6
2033*	2,685,000	5.000%	090141 DX7
2038*	4,170,000	5.000%	090141 EC2

* *Term Bonds.*

The City has caused to be deposited into an escrow account, held by U.S. Bank Trust Company, National Association, as escrow agent, cash and non-callable direct obligations of the United States of America, in an amount sufficient, with interest earnings thereon, to pay the redemption price of the Bonds on the redemption date. The Bonds have been called for redemption on September 10, 2024 at a redemption price of 100% of the principal amount thereof plus interest accrued to September 10, 2024, without premium.

Holders of such bonds maturing in said years should surrender their bonds for payment to U.S. Bank Trust Company, National Association, of Salt Lake City, Utah, as paying agent, for payment on September 10, 2024 at its operations center at 60 Livingston Avenue - Bond Drop Window, St. Paul, Minnesota 55107 or if by mail to P.O. Box 64111, St. Paul, Minnesota 55164-0111.

Important Notice:

We are required by law to withhold an applicable portion of the principal amount of your holdings redeemed unless we are provided with your social security number or federal employer identification number, properly certified. Accordingly, you are instructed to submit at the time of surrender of your bonds a W-9 Form which may be obtained at a bank or other financial institution.

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment is made if the tax identification number is not properly certified.

The paying agent shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for the convenience of the holders.

Interest on the bonds shall cease to accrue on September 10, 2024 and the holders thereof shall have no further rights with respect thereto except to receive the redemption price so deposited.

Dated: June 13, 2024.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Bond Registrar and Paying Agent

EXHIBIT D

Verification Report

EXHIBIT G

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This CONTINUING DISCLOSURE UNDERTAKING is made by the CITY OF BILLINGS, MONTANA (the "City") in connection with the issuance and delivery by the City of its \$6,930,000 Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024A (the "Series 2024A Bonds"), as of this 13th day of June, 2024.

(a) Purpose and Beneficiaries. The Series 2024A Bonds were issued by the City in a public offering pursuant to an Official Statement dated May 14, 2024 with respect to the Series 2024A Bonds (the "Official Statement"). To provide for the public availability of certain information relating to the Series 2024A Bonds and the security therefor and to permit participating underwriters in the primary offering of the Series 2024A Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the City hereby makes the following covenants and agrees, for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Series 2024A Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access system website ("EMMA"), as hereinafter described. The City is the only "obligated person" in respect of the Series 2024A Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

If the City fails to comply with this Continuing Disclosure Undertaking, any person aggrieved thereby, including the Owners of the outstanding Series 2024A Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of this Continuing Disclosure Undertaking, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained in this Continuing Disclosure Undertaking, in no event shall a default under this Continuing Disclosure Undertaking constitute a default under the Series 2024A Bonds or under any other provision of Resolution No. 13-19253, adopted by the City Council of the City on March 25, 2013, as amended and supplemented by Resolution Nos. 20-10878 and [____], adopted by the City Council of the City on June 22, 2020 and May 28, 2024, respectively (collectively, the "Resolution"). Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

As used in this Continuing Disclosure Undertaking, "Owner" means, in respect of a Series 2024A Bond, the registered owner or owners thereof appearing in the Bond Register or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used in this Continuing

Disclosure Undertaking, "Beneficial Owner" means, in respect of a Series 2024A Bond, any person or entity that (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Series 2024A Bond (including persons or entities holding Series 2024A Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Series 2024A Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in Section 3 hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(i) On or before 365 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2024, the following financial information and operating data in respect of the City (the "Disclosure Information"):

(A) audited financial statements of the City for the then most recent completed fiscal year or, if unavailable by the date specified, the City shall provide on or before such date unaudited financial statements as part of the Disclosure Information and, within 10 days after the receipt of thereof, the City shall provide the audited financial statements. The audited financial statements are to be prepared in accordance with generally accepted accounting principles or as otherwise provided under State law, as such principles may be changed from time to time as permitted by State law. If and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, the discrepancies will be noted; and

(B) updated information for the City for the then most recent completed fiscal year compiled by the City and publicly available under applicable data privacy or other law to include:

(1) principal amount of Bonds outstanding of the District;

(2) information regarding the District similar to what is presented in the table in the Official Statement in the section "THE DISTRICT--Value of Property and Tax Increment of the District" to include:

- a. Incremental Taxable Value;
- b. Actual Taxable Value;
- c. Real Property Tax Increment Collected; and
- d. Total Tax Increment Collected (including entitlement share revenue); and

- (3) debt service coverage for the then most recent completed fiscal year.

The Disclosure Information will be provided in the manner described in Section 3 hereof, may be provided in a single document or multiple documents, and may be incorporated by specific reference to documents available to the public on the internet website of the MSRB or filed with the Securities Exchange Commission (the "SEC"). Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public on EMMA. The City shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be material (as hereinafter defined), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Continuing Disclosure Undertaking is amended as permitted by Section 4(b) hereof, then the City shall include in the next Disclosure Information to be delivered pursuant to this Continuing Disclosure Undertaking, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(ii) In a timely manner not in excess of ten (10) business days, the City will provide notice of the occurrence of any of the following events:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of

Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Series 2024A Bonds or other material events affecting the tax status of the Series 2024A Bonds;

(7) modifications to rights of holders of the Series 2024A Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of property securing repayment of the Series 2024A Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership, or similar event of the City;

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties.

As used herein, for those events that must be reported if material, an event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Series 2024A Bond or, if not disclosed, would materially alter the total mix of information otherwise available to an investor from the Official Statement or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Series 2024A Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For purposes of paragraphs (O) and (P) above, the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of either (i) or (ii). A “financial obligation” does not include municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

(iii) In a timely manner, the City will provide notice of the occurrence of any of the following events or conditions:

(A) the failure of the City to provide the Disclosure Information described under Sections 2(a) and 2(b) hereof at the time specified thereunder;

(B) the amendment or supplementing of this Continuing Disclosure Undertaking pursuant to Section 4(b) hereof, together with a copy of such amendment or supplement and any explanation provided by the City; and

(C) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in Section 2 hereof to the MSRB through EMMA in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(d) Term; Amendments; Interpretation.

(i) This Continuing Disclosure Undertaking shall remain in effect until all Series 2024A Bonds have been paid or defeased under the Resolution.

(ii) Notwithstanding paragraph (a) above, this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided under Section 2(c)(ii) hereof), or the consent of the Owners of any Series 2024A Bonds, by a resolution or ordinance of the City filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that such amendment or supplement (1) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (2) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule, assuming that such provisions apply to the Series 2024A Bonds. If this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) are so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the

amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(iii) This Continuing Disclosure Undertaking is entered into as a continuing disclosure undertaking to provide continuing disclosure identical to that required by the continuing disclosure provisions of the Rule and should be construed so this Continuing Disclosure Undertaking would satisfy the requirements of paragraph (b)(5) of the Rule, assuming it was otherwise applicable to the Series 2024A Bonds.

(e) Further Limitation of Liability of City. None of the agreements or obligations of the City contained in this Continuing Disclosure Undertaking shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions whatsoever or constitute a pledge of the general credit or taxing powers of the City.

City Council Regular

Date: 05/28/2024
Title: Resolution Authorizing the Sale and Prescribing the Form and Terms for the Expanded North 27th Street Refunding Bonds
Presented by: Andy Zoeller, Finance Director
Department: Finance
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends that City Council approve the resolution authorizing the sale and prescribing the form and terms for the refunding bonds for the Expanded North 27th Street Urban Renewal Area.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

In April, council approved a resolution authorizing a private negotiated sale for the refunding of 2013A tax increment bonds. It has been determined by refunding the 2013A bonds, the City will save \$559,033. Once the council approves this resolution, the closing can take place on June 13th and the bond proceeds will be distributed to the escrow account to refund the 2013A bonds on September 10, 2024.

ALTERNATIVES

There are no viable alternatives as the City has signed a bond purchase agreement with Stifel, Nicolaus & Company for the sale of the bonds.

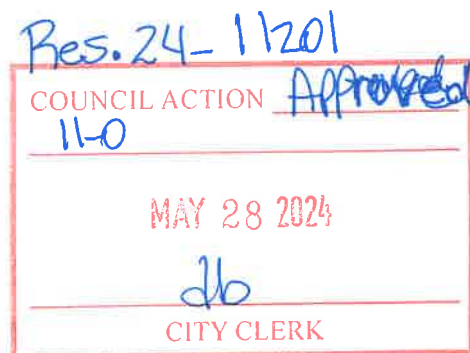
FISCAL EFFECTS

The April 8th parameters resolution set limitations on the maximum aggregate principal of \$8,500,000, a true interest rate less than 4.5%, the underwriter's discount not to exceed 1.3% of the principal amount, Stifel, Nicolaus & Company agreed to purchase the Series 2024A Bonds at the aggregate purchase price of \$7,505,404.75 (representing the par amount of the Series 2024A Bonds, less underwriter's compensation of \$69,300.00 and plus original issue premium of \$644,704.75) The true interest rate on the bonds is 3.955% with final maturity on July 1, 2038.

The debt service payments will be paid from the tax increment funds from the district. Due to the savings resulting from this refunding, the annual debt service payment will be reduced by approximately \$80k per year.

Attachments

bond resolution



CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION RELATING TO \$6,930,000 TAX INCREMENT URBAN RENEWAL REVENUE REFUNDING BONDS (EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA), SERIES 2024A; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR; AND MAKING CERTAIN AMENDMENTS TO RESOLUTION NO. 13-19253" (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 regular meeting on May 28, 2024, 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: _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 28th day of May, 2024.

(SEAL)

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO \$6,930,000 TAX INCREMENT
URBAN RENEWAL REVENUE REFUNDING BONDS
(EXPANDED NORTH 27TH STREET URBAN RENEWAL
AREA), SERIES 2024A; AUTHORIZING THE SALE AND
PRESCRIBING THE FORMS AND TERMS THEREOF AND
THE SECURITY THEREFOR; AND MAKING CERTAIN
AMENDMENTS TO RESOLUTION NO. 13-19253

BE IT RESOLVED by the City Council (the “Council”) of the City of Billings, Montana (the “City”), as follows:

Section 1. Authorizations and Recitals.

. Under Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (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.

. Pursuant to the Act and Ordinance No. 05-5333, adopted by the Council on July 11, 2005, as amended and supplemented by Ordinance Nos. 06-5394, 08-5483 and 11-5539 adopted on November 13, 2006, December 8, 2008 and July 11, 2011, respectively (as so amended and supplemented, the “Ordinance”), the Council created the Expanded North 27th Street Urban Renewal Area (the “District”) and approved the Expanded North 27th Street Urban Renewal Plan (the “Plan”). The Plan 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 accordance with the Act and are in full force and effect.

1.03. The Refunding. Pursuant to the Act and Resolution No. 13-19253 adopted by the Council on March 25, 2013 (the “Original Resolution”), the City issued its \$7,885,000 Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2013A (the “Series 2013A Bonds”), payable from tax increment, of which \$7,885,000 aggregate principal amount remains outstanding. Proceeds of the Series 2013A Bonds were used to finance a portion of the costs of the acquisition, design and construction of the Empire Parking Garage (the “2013A Project”), to fund a deposit to the debt service reserve account and to pay costs of issuance of the Series 2013A Bonds.

The outstanding Series 2013A Bonds are subject to redemption on and after January 1, 2023 at the option of the City. For the purpose of reducing the interest costs and reducing the amount of Tax Increment required to pay debt service on the Series 2013A Bonds, the Council has determined to pursue refunding the Series 2013A Bonds.

. Pursuant to Resolution No. 24-11192, adopted on April 8, 2024 (the “Parameters Resolution”), this Council determined that it is in the best interests of the City to issue its Tax

Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024A (the "Series 2024A Bonds"), as authorized by Section 7-15-4301(1)(a) of the Act and the Resolution, for the purpose of refunding the outstanding Series 2013A Bonds (the "Refunded Bonds"), paying the premiums for a municipal bond insurance policy and a debt service reserve account insurance policy for the Series 2024A Bonds, and paying costs of issuance of the Series 2024A Bonds. The City has reserved the right under Sections 4.01 and 4.03 of the Original Resolution (as defined herein) to issue Additional Bonds for the purpose of providing funds for paying at, or redeeming prior to, their Stated Maturities any Outstanding Bonds, which Additional Bonds shall be payable and secured ratably and equally and on a parity with Outstanding Bonds, upon compliance with the provisions of Section 4.01 and 4.03 of the Original Resolution.

Pursuant to the Parameters Resolution, this Council authorized the negotiated sale of the Series 2024A Bonds to Stifel, Nicolaus & Company (the "Original Purchaser") and authorized the City Administrator and the City Finance Director to enter into the Bond Purchase Agreement, dated as of May 14, 2024, with the Original Purchaser (the "Bond Purchase Agreement"), pursuant to which the Original Purchaser agreed to purchase the Series 2024A Bonds at the aggregate purchase price of \$7,505,404.75 (representing the par amount of the Series 2024A Bonds, less underwriter's compensation of \$69,300.00 and plus original issue premium of \$644,704.75), in each case, subject to the terms and conditions of the Bond Purchase Agreement and the Resolution. The true interest cost of the Series 2024A Bonds is 3.9552625%, and the refunding of the Refunded Bonds results in a net present value interest savings of \$559,032.76, using a discount rate of 3.929% per annum (the yield of the Series 2024A Bonds) over the term of the Refunded Bonds, and factoring in the effect of debt service fund transfers at settlement of the Series 2024A Bonds. The sale of the Series 2024A Bonds to the Original Purchaser is hereby ratified and confirmed. The Series 2024A Bonds constitute Additional Bonds under and pursuant to the Original Resolution.

. Proceeds of the Series 2024A Bonds will be applied as follows:

Deposit to Escrow Account for Refunded Bonds	\$7,194,715.08
Premium for Bond Insurance and Reserve Policy	135,916.37
Costs of Issuance	174,565.00
Underwriter's Discount	69,300.00
Rounding	208.30
Total:	<u>\$7,574,704.75</u>

. Pursuant to the Act and the Original Resolution, as amended and supplemented by Resolution No. 20-10878 adopted by the Council on June 22, 2020 and as further amended and supplemented hereby (the Original Resolution, as so amended and supplemented, the "Resolution"), the City has issued the Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Taxable) Series 2013B (the "Series 2013B Bonds") and its Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2020 (the "Series 2020 Bonds"). Upon the issuance of the Series 2024A Bonds and the refunding of the Refunded Bonds, there are no other obligations of the City in respect of the Tax Increment, other than the Series 2013B Bonds, the Series 2020 Bonds, certain Parity Insurer Reimbursement Amounts as described in Section 5, and the Subordinate Obligations described below.

Exhibit A attached hereto reflects the debt service payments on the Series 2013B Bonds, the Series 2020 Bonds, and Series 2024A Bonds. The maximum combined Principal and Interest Requirements on the Series 2013B Bonds, the Series 2020 Bonds, and the Series 2024A Bonds is \$1,024,200. Based on Tax Increment of \$2,963,563 received by the City in Fiscal Year 2023, the City estimates that the Tax Increment to be received by the City each Fiscal Year will be at least \$2,963,563 per year. Accordingly, the estimated Tax Increment to be received by the City in each fiscal year is expected to be sufficient to pay the maximum aggregate annual debt service on the Series 2013B Bonds, the Series 2020 Bonds, the Series 2024A Bonds and the Subordinate Obligations, and the Tax Increment received in Fiscal Year 2023 (\$2,963,563) was equal to at least 130% of the estimated maximum Principal and Interest Requirements for any future calendar year (\$1,024,200) with respect to the Series 2013B Bonds, the Series 2020 Bonds, and the Series 2024A Bonds.

In addition, the Tax Increment received by the City in Fiscal Year 2023 (\$2,963,563) and the Tax Increment estimated to be received by the City in each of the next succeeding three Fiscal Years (\$2,963,563) is estimated to be equal to at least 140% of the maximum Principal and Interest Requirements for any future calendar year (\$1,024,200) with respect to the Series 2013B Bonds, the Series 2020 Bonds, and the Series 2024A Bonds.

Pursuant to certain development agreements entered into (or to be entered into) between the City and various developers, the City has agreed to make grant payments to such developers with respect to certain eligible infrastructure expenses, subject to the satisfaction of certain conditions precedent, in the amounts reflected in such agreements. Such grant payments are to be made from Tax Increment and are payable on a subordinate basis to the Series 2013B Bonds, the Series 2020 Bonds, and Series 2024A Bonds (the "Subordinate Obligations"). Exhibit B attached hereto reflects such Subordinate Obligations and the anticipated timing for payment thereof. Based on conservative estimates of growth in Tax Increment expected to result from known development in the District, the City expects that Tax Increment in future Fiscal Years will be sufficient to pay Principal and Interest Requirements of the Bonds and to make payments coming due on Subordinate Obligations.

1.07. Bond Insurance; Reserve Policy. The City has determined to obtain bond insurance from Assured Guaranty Municipal Corp. ("AGM") for the Series 2024A Bonds. In consideration for AGM's agreement to insure the Series 2024A Bonds, the City hereby agrees to the provisions set forth in Exhibit C hereto, which are hereby incorporated herein and amend and supplement the Resolution.

In addition, in connection with the issuance of the Series 2024A Bonds, the City is required under the Original Resolution to cause the Reserve Account balance to be increased to an amount equal to the Reserve Requirement, taking into account the issuance of the Series 2024A Bonds. The City has determined to satisfy the Reserve Requirement with respect to the Series 2024A Bonds and the Series 2013B Bonds by purchasing a debt service reserve account insurance policy (as further defined herein, the "Reserve Policy") from AGM. In consideration for AGM's agreement to issue the Reserve Policy, the City hereby agrees to the provisions set forth in Exhibit D hereto, which are hereby incorporated herein and amend and supplement the Resolution.

The Mayor and City Finance Director are hereby authorized and directed to approve, execute and deliver to AGM any documentation and to take such further actions as may be necessary for the issuance of the insurance policy for the Series 2024A Bonds and the Reserve Policy.

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

- (a) no persons will be displaced from their housing by the 2013A Project;
- (b) the Plan and the 2013A Project conform to the comprehensive plan or parts thereof of the City as a whole;
- (c) the Plan and the 2013A Project 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 exists for the refinancing of the 2013A Project;
- (e) the refinancing of the 2013A Project is in the best interests of the City;
- (f) the 2013A 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 2024A Bonds and other Outstanding Bonds will be sufficient to pay the Principal and Interest Requirements thereon when due;
- (h) it is in the best interests of the City to issue and sell the Series 2024A Bonds to refund the Refunded Bonds; and
- (i) the findings and determinations made by this Council in the Plan are hereby ratified and confirmed.

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 Series 2024A Bonds, to make the Series 2024A Bonds valid and binding special, limited obligations of the City in accordance with their terms and in accordance with the terms of the Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Resolution.

. The Series 2024A Bonds shall be designated "Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024A." The

Series 2024A Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof of single maturities. The Series 2024A Bonds shall mature on July 1 in the years and amounts listed below, and the Series 2024A Bonds maturing in such years and amounts shall bear interest from date of original issue until paid or duly called for redemption at the rates shown opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2025	\$ 15,000	5.000%
2026	35,000	5.000
2027	35,000	5.000
2028	40,000	5.000
2029	545,000	5.000
2030	570,000	5.000
2031	600,000	5.000
2032	625,000	5.000
2033	655,000	5.000
2034	690,000	5.000
2035	725,000	5.000
2036	760,000	5.000
2037	800,000	5.000
2038	835,000	5.000

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

. The Series 2024A Bonds shall be issuable only in fully registered form, and the ownership of the Series 2024A Bonds shall be transferred only upon the Bond Register of the City hereinafter described. The interest on the Series 2024A Bonds shall be payable on January 1 and July 1 in each year, commencing January 1, 2025. Interest on the Series 2024A Bonds shall be payable to the Owners thereof as of the close of business on the 15th day of the month immediately preceding each Interest Payment Date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of, each Series 2024A Bond shall be payable by check or draft issued by the Registrar described herein.

. Each Series 2024A Bond shall be originally dated as of June 13, 2024, and upon authentication of any Series 2024A Bond the Registrar shall indicate thereon the date of such authentication.

. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the "Registrar"). 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

2024A Bonds and the registration of transfers and exchanges of Series 2024A Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Series 2024A Bonds. Upon surrender to the Registrar for transfer of any Series 2024A Bond duly endorsed by the Owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Owner thereof or by an attorney duly authorized by the Owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2024A Bonds of the same series of a like aggregate principal amount and maturity, as the case may be, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Series 2024A Bond or portion thereof selected or called for redemption.

(c) Exchange of Bonds. Whenever any Series 2024A Bond is surrendered by the Owner for exchange, the Registrar shall authenticate and deliver one or more new Series 2024A Bonds of the same series of a like aggregate principal amount, interest rate and maturity, as requested by the Owner or the Owner's attorney in writing.

(d) Cancellation. All Series 2024A Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Series 2024A 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 2024A Bond or separate instrument of transfer is valid and genuine and that the requested 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 any Series 2024A Bond is at any time registered in the Bond Register as the absolute owner of such Series 2024A Bond, whether such Series 2024A Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Series 2024A 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 2024A Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Series 2024A Bonds (except for an exchange upon the partial redemption of a Series 2024A Bond), 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 Bonds. In case any Series 2024A Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Series 2024A Bond of the same series of like amount, number, maturity date and

tenor in exchange and substitution for and upon cancellation of any such mutilated Series 2024A Bond or in lieu of and in substitution for any such Series 2024A 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 2024A Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Series 2024A 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. All Series 2024A Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Series 2024A Bond has already matured or such Series 2024A Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Series 2024A Bond prior to payment.

The City hereby appoints U.S. Bank Trust Company, National Association, in Salt Lake City, Utah, to act as bond registrar, transfer agent and paying agent (the "Registrar"). The City reserves the right to appoint a successor bond registrar, transfer agent or paying agent, as authorized by the Model Public Obligations Registration Act of Montana, Montana Code Annotated, Title 17, Chapter 5, Part 11, as amended (the "Registration Act"), but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed.

(a) The Series 2024A Bonds with Stated Maturities on or after July 1, 2034 are subject to redemption on July 1, 2033 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a Redemption Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

The Redemption Date and the principal amount of the Series 2024A Bonds to be redeemed shall be fixed by the City Finance Director who shall give notice thereof to the Registrar at least 35 days prior to the Redemption Date or such lesser period as the Registrar accepts. The Registrar, at least 30 days prior to the designated Redemption Date, shall cause notice of redemption to be mailed, by first class mail, or by other means required by the securities depository, to the Owners of each Series 2024A Bond to be redeemed at their addresses as they appear on the Bond Register, but no defect in or failure to give such mailed notice shall affect the validity of proceedings for the redemption of any Series 2024A Bond not affected by such defect or failure. The notice of redemption shall specify the Redemption Date, Redemption Price, the numbers, interest rates, CUSIP numbers and Stated Maturities of the Series 2024A Bonds or portions thereof to be redeemed and the place at which the Series 2024A Bonds are to be surrendered for payment, which is the principal office of the Registrar. Official notice of redemption having been given as aforesaid, the Series 2024A Bonds or portions thereof so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified and from and after such date (unless the City shall default in the payment

of the Redemption Price) such Series 2024A Bonds or portions thereof shall cease to bear interest.

Any notice of optional redemption of Series 2024A Bonds may state that redemption is conditioned upon the receipt by the Registrar on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of the Series 2024A Bonds to be redeemed or upon the satisfaction of any other condition stated in the notice, and that if such money is not so received or such condition not so satisfied, such notice shall be of no force and effect, and the City shall not be required to redeem such Series 2024A Bonds. In the event that a notice of redemption contains such a condition and such money is not so received or such condition is not so satisfied, the redemption will not be made and the Registrar will, within a reasonable time thereafter, give notice in the manner in which the notice of redemption was given, that such money was not so received or such condition not so satisfied and that such redemption was not made.

The Series 2024A Bonds shall be forthwith prepared for execution under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor, the City Finance Director and the City Clerk, provided that said signatures may be printed, engraved or lithographed facsimiles thereof. The seal of the City need not be imprinted on or affixed to any Series 2024A Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2024A Bonds shall cease to be such officer before the delivery thereof, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Series 2024A Bonds have been so executed by said City officers, they shall be registered by the City Finance Director in accordance with Montana Code Annotated, Section 7-7-4257, as amended. Notwithstanding such execution, no Series 2024A Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution unless and until a certificate of authentication on such Series 2024A Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Series 2024A Bonds need not be signed by the same representative. The executed certificate of authentication on each Series 2024A Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Series 2024A Bonds have been fully executed and authenticated, they shall be delivered by the Registrar to the Original Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Original Purchaser shall not be obligated to see to the application of the purchase price.

(a) For purposes of this Section 2.08, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Series 2024A Bond, the person in whose name such Series 2024A Bond is recorded as the beneficial owner of such Series 2024A Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2024A Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Series 2024A Bonds as securities depository.

“Representation Letter” shall mean the Blanket Issuer Letter of Representations pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Series 2024A Bonds of each series shall be initially issued as separately authenticated fully registered Series 2024A Bonds, and one Series 2024A Bond shall be issued in the principal amount of each stated maturity of each series of the Series 2024A Bonds. Upon initial issuance, the ownership of such Series 2024A Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive Owner of the Series 2024A Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2024A Bonds, selecting the Series 2024A Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to Owners of Series 2024A Bonds under this Resolution, registering the transfer of Series 2024A Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Series 2024A Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2024A Bonds, with respect to any notice which is permitted or required to be given to Owners under this Resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2024A Bonds, or with respect to any consent given or other action taken by DTC as Owner of the Series 2024A Bonds. So long as any Series 2024A Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Series 2024A Bond, and shall give all notices with respect to such Series 2024A Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal of and interest on the Series 2024A Bonds to the extent of the sum or sums so paid. No Person other than DTC shall receive an authenticated Series 2024A Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2024A Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines to discontinue the book-entry-only system for one or both series of Series 2024A Bonds, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Series 2024A Bonds of such series in the form of certificates. In such event, the Series 2024A Bonds of such

series will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Series 2024A Bonds of one or both series at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Series 2024A Bonds of such series will be transferable in accordance with paragraph (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by Owners and Beneficial Owners and payments on the Series 2024A Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.

(e) In the event that any transfer or exchange of Series 2024A Bonds of a series is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Series 2024A Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Resolution. In the event Series 2024A Bonds in the form of certificates are issued to Owners other than Cede & Co., its successor as nominee for DTC as Owner of all the Series 2024A Bonds, or another securities depository as Owner of all the Series 2024A Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the preparation of such Series 2024A Bonds in the form of Series 2024A Bond certificates and the method of payment of principal of and interest on such Series 2024A Bonds in the form of Series 2024A Bond certificates.

. The Series 2024A Bonds shall be prepared in substantially the form set forth in Exhibit E attached hereto, and by this reference are made a part hereof.

: Escrow Agreement.

3.01. Application of Proceeds. Simultaneously with the delivery of the Series 2024A Bonds, the City Finance Director shall cause the proceeds of the Series 2024A Bonds in the amount of \$7,505,404.75 (reflecting a principal amount of \$6,930,000.00, plus original issue premium of \$644,704.75, less underwriter's discount of \$69,300.00) to be deposited as follows:

(i) Proceeds of the Series 2024A Bonds in the amount of \$7,194,715.08, together with funds the City has on hand in the Reserve Account allocable to the Series 2013A Bonds in the amount of \$580,431.00 and in the Bond Account allocable to the Series 2013A Bonds in the amount of \$273,906.25, shall be deposited in the Escrow Account described below; and

(ii) The balance of the proceeds of the Series 2024A Bonds shall be deposited in the Construction Account to be used to pay costs of issuance of the Series 2024A Bonds.

In addition, amounts in the Reserve Account allocable to the Series 2013B Bonds in the amount of \$17,485.61 will be used to pay the premium for the 2013B Reserve Policy. Following the transfers of such amounts in the Reserve Account, the City shall transfer the remaining amounts on hand in the Reserve Account allocable to the Series 2013B Bonds in the amount of

\$371,083.39 to the Bond Account, and apply such amounts to pay debt service on the Series 2013B Bonds coming due on July 1, 2024.

Upon closing of the sale of the Series 2024A Bonds on June 13, 2024 (the "Closing"), the Reserve Account will be funded by the Reserve Policy with respect to the Series 2013B Bonds and the Series 2024A Bonds and with cash with respect to the Series 2020 Bonds.

3.02. Escrow Agreement. The aggregate amount described in Section 3.01(i) above shall be deposited in an escrow account (the "Escrow Account") with U.S. Bank Trust Company, National Association, as escrow agent (the "Escrow Agent") under an Escrow Agreement between the City and the Escrow Agent (the "Escrow Agreement"). The amount deposited in the Escrow Account (\$8,049,052.33) will be used to purchase State and Local Government Series - United States Treasury obligations (SLGS), the principal and interest on which will be sufficient to pay principal and interest on the Refunded Bonds as it comes due on July 1, 2024, and to refund and redeem the Refunded Bonds in full on September 10, 2024, as set forth in the Escrow Agreement. The Escrow Account shall be held in safekeeping by the Escrow Agent, and the Escrow Account and all income therefrom are irrevocably appropriated for the purposes stated in this Section 3.02. The Mayor, the City Finance Director, and the City Clerk are hereby authorized to enter into the Escrow Agreement with the Escrow Agent, substantially in the form attached hereto as Exhibit F, with such additions thereto or deletions therefrom as are necessary or appropriate. Upon the establishment and funding of the Escrow Account pursuant to this Section 3.02, the Refunded Bonds shall be defeased and shall no longer be considered outstanding.

3.03. Redemption. The Refunded Bonds are hereby called for redemption on September 10, 2024, at a redemption price equal to par plus interest accrued thereon through the Redemption Date, without premium. The Escrow Agent is directed to mail notice to registered owners of the Refunded Bonds in accordance with the provisions of the Escrow Agreement.

. The Council hereby approves the Continuing Disclosure Undertaking of the City substantially in the form of Exhibit G attached hereto and authorizes the City Administrator and the City Finance Director, or in the absence or unavailability of either, the Assistant City Administrator, to execute and deliver on behalf of the City contemporaneously with the date of issuance and delivery of the Series 2024A Bonds the Continuing Disclosure Undertaking, with such changes as may be necessary or appropriate. The execution and delivery by appropriate officers of the City of the Continuing Disclosure Undertaking are adequate to cause the Continuing Disclosure Undertaking to be binding and enforceable on the City.

Section 5. Amendments to Original Resolution. In Section 9 of the Original Resolution, the City reserved the right to adopt Supplemental Resolutions amending the Original Resolution with the consent of the Owners of a majority in principal amount of Outstanding Bonds affected thereby. The Owners of the Series 2024A Bonds are the Owners of 63.1% in principal amount of Outstanding Bonds, and purchase of the Series 2024A Bonds constitutes irrevocable consent of such Owners to the amendments to the Original Resolution described in this Section 5 and the provisions of Exhibit C and Exhibit D hereto.

5.01. Amendment of Section 1.01. Section 1.01 of the Original Resolution is hereby amended to add and/or amend and restate the following definitions:

Cash Subaccount shall mean the subaccount by that name established in the Reserve Account.

Parity Insurer Reimbursement Amounts shall mean amounts becoming due and payable to a municipal bond insurer under and pursuant to a municipal bond insurance policy or a Reserve Policy with respect to a series of Bonds.

Reserve Policy shall mean a debt service reserve insurance policy or surety bond issued for the Reserve Account by an insurance company initially rated in one of the two highest rating categories by Fitch, Inc., Moody's Investors Service, Inc., or S&P Global Ratings, Inc., or any successors thereto.

Reserve Policy Subaccount shall mean the subaccount by that name established in the Reserve Account.

Reserve Requirement shall mean, as of the date of calculation, an amount equal to the maximum Principal and Interest Requirements on Outstanding Bonds for the then current or any future calendar year. The City may elect to satisfy in whole or in part the Reserve Requirement with a Reserve Policy.

5.02. Amendment of Section 4.01. Section 4.01 of the Original Resolution is hereby amended to read as follows (underlining indicates additions; strikethroughs, deletions):

. In addition to the Series 2013 Bonds, 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 6.02 and 6.03, whichever may be applicable, and upon filing with the City Clerk 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 Finance Director 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.

(iii) An opinion of Bond Counsel (who may rely on factual representations of the City and which opinion may be qualified by customary qualifications and exceptions) stating that:

(A) all conditions precedent provided for in this Resolution relating to the issuance and delivery of such series of Additional Bonds

have been complied with, including any conditions precedent specified in this Section 4.01; and

(B) the series of Additional Bonds when issued and delivered by the City will be valid and binding special, limited obligations of the City in accordance with their terms and entitled to the benefits of and secured by this Resolution.

Any Additional Bonds shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate, if any, permitted by law, 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 2013 Bonds and any Additional Bonds theretofore issued, entitled to the same benefits and security of this Resolution.

To the extent Additional Bonds are insured under a municipal bond insurance policy or Reserve Policy and Parity Insurer Reimbursement Amounts are due and owing with respect thereto, such Parity Insurer Reimbursement Amounts shall be secured by Tax Increment and shall be payable on a parity with the Bonds; provided, however, that Parity Insurer Reimbursement Amounts due and owing with respect to a Reserve Policy shall be subject to the priority of the credit and payment provisions applicable to the Reserve Account and otherwise as set forth under the Resolution. Parity Insurer Reimbursement Amounts due and owing shall be taken into account for purposes of the calculations under Sections 4.01, 4.02 and 4.03. In the event Parity Insurer Reimbursement Amounts are due and owing, payment will be made payable from one or more additional accounts created within the Tax Increment Funds for that purpose.

5.03. Amendment of Section 5.04. Section 5.04 of the Original Resolution is hereby amended to read as follows (underlining indicates additions; strikethroughs, deletions):

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

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

On or before each Interest Payment Date, the City shall withdraw from the Interest Account an amount sufficient to pay the interest coming 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 on 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 interest due on such Interest Payment Date, the City shall allocate amounts in the Interest Account to all Outstanding Bonds on a pro rata

basis. The City shall then transfer any money then on hand in the Tax Increment Development Fund, the Construction Account, the applicable subaccount within the Reserve Account and/or the Sinking Fund Account, in the order listed and in an amount equal to such deficiency, to the Interest Account. Amounts in the Cash Subaccount shall be applied only to interest payment delinquencies with respect to Bonds secured by the Cash Subaccount, and amounts in the Reserve Policy Subaccount shall be applied only to interest payment delinquencies with respect to Bonds secured by the Reserve Policy Subaccount.

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

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

Amounts on hand in the Sinking Fund 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 Sinking Fund 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 Sinking Fund 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 the Tax Increment Development Fund or the applicable subaccount within the Reserve Account, in the order listed and in an amount equal to such deficiency, to the Sinking Fund Account. Amounts in the Cash Subaccount shall be applied only to principal payment delinquencies with respect to Bonds secured by the Cash Subaccount, and amounts in the Reserve Policy Subaccount shall applied only to principal payment delinquencies with respect to Bonds secured by the Reserve Policy Subaccount.

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

5.04. Amendment of Section 5.05. Section 5.05 of the Original Resolution is hereby amended and restated in its entirety as follows:

. The Reserve Account is hereby established as a special account within the Tax Increment Debt Service Fund, and two subaccounts are hereby established within the Reserve Account: the Cash Subaccount and the Reserve Policy Subaccount.

(a) The Cash Subaccount shall secure the Series 2020 Bonds and any other Bonds for which the Reserve Requirement is satisfied by the deposit of bond proceeds or other funds of the

City and not by a Reserve Policy. There shall be credited to the Cash Subaccount the following amounts: (i) from proceeds of the Series 2020 Bonds, on the date of their issuance, the amount necessary to meet the Reserve Requirement with respect to the Series 2020 Bonds; (ii) any amount specified in any Supplemental Resolution to be credited to the Cash Subaccount; (iii) from Tax Increment received by the City, the amount specified in clause (c) of Section 5.02, on an equal and ratable basis with any deposits required to be made to the Reserve Policy Subaccount under Section 5.05(b) and (c); and (iv) any other amounts appropriated from time to time to the Cash Subaccount.

(b) The Reserve Policy Subaccount shall secure the Series 2013B Bonds, the Series 2024A Bonds, and any other Bonds for which the Reserve Requirement is satisfied by a Reserve Policy. There shall be credited to the Reserve Policy Subaccount the following amounts: (i) with respect to the Series 2013B Bonds and Series 2024A Bonds, on the respective dates of their issuance, a Reserve Policy in the amount necessary to meet the Reserve Requirement with respect to the Series 2013B Bonds and Series 2024A Bonds; (ii) any amount specified in any Supplemental Resolution to be credited to the Reserve Policy Subaccount; (iii) from Tax Increment received by the City, the amount specified in clause (c) of Section 5.02, on an equal and ratable basis with any deposits required to be made to the Cash Subaccount under Section 5.05(a) and (c); and (iv) any other amounts appropriated from time to time to the Reserve Policy Subaccount.

(c) If on any Interest Payment Date or on any Principal Payment Date there shall exist, after the transfers thereto of any money then on hand in the Tax Increment Development Fund and the Construction Account, as applicable, a deficiency in the Interest Account or Sinking Fund Account, the City shall transfer from the Cash Subaccount to such account an amount equal to such deficiency with respect to all Bonds secured by the Cash Subaccount and shall transfer from the Reserve Policy Subaccount to such account an amount equal to such deficiency with respect to all Bonds secured by the Reserve Policy Subaccount, in accordance with the procedures required under the applicable Reserve Policy.

All income derived from the investment of amounts in the Reserve Account shall be credited as received to the applicable subaccount within the Reserve Account until such time as the balance in the Reserve Account is equal to the Reserve Requirement, and thereafter all such investment income as received shall be transferred to the Sinking Fund Account.

Money in the Reserve Account shall be used only to pay when due principal of, premium, if any, and interest on Outstanding Bonds when the balance on hand in the Bond Account is insufficient therefor; provided that on any date when the balance then on hand in the Bond Account allocable to a series of Bonds, plus the balance then on hand in the applicable subaccount within the Reserve Account allocable to the series of Bonds (exclusive of any Reserve Policy), is sufficient with other money available to pay or discharge all Outstanding Bonds of that series and the interest accrued thereon in full, and the balance thereafter on hand in the Reserve Account will be at least equal to the Reserve Requirement for all Outstanding Bonds not to be discharged, it may be used for that purpose.

The City shall maintain a balance in the Cash Subaccount equal to the Reserve Requirement with respect to the Bonds secured by the Cash Subaccount and a balance in the

Reserve Policy Subaccount equal to the Reserve Requirement with respect to the Bonds secured by the Reserve Policy Subaccount, such that the balance in the Reserve Account is equal to the Reserve Requirement with respect to all Outstanding Bonds. Any Reserve Policy shall be valued at the amount available to be drawn thereon.

If at any time the balance in the Reserve Account exceeds the Reserve Requirement, the City shall transfer such excess to the Sinking Fund Account.

If the balance in the Reserve Account is less than the Reserve Requirement, Tax Increment transferred to the Reserve Account shall be allocated, pro rata, to the Cash Subaccount and the Reserve Policy Subaccount, in proportion to the principal amount of Bonds secured by such subaccount.

(d) At any time the Reserve Policy Subaccount contains both cash and a Reserve Policy, the cash shall be used first to pay principal and interest due on the Bonds secured by the Reserve Policy Subaccount, to the extent money in the Bond Account is insufficient therefor, before any demand is made on the Reserve Policy. In the event the Reserve Account contains more than one Reserve Policy, any draw on the Reserve Policies to pay principal and interest on the Bonds secured by the Reserve Policy Subaccount shall be made on a pro rata basis."

5.05. Effect of Amendment. The Original Resolution shall be amended and supplemented by the above provisions of Section 5 hereof and the provisions of Exhibit C and Exhibit D hereto as of the Closing, and shall continue in full force and effect as so amended and supplemented.

. The 2013A Project is and will be owned and operated by the City. No user of the 2013A Project is granted any concession, license or special arrangement with respect to the 2013A Project. 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 2013A Project or security for the payment of the Series 2024A Bonds which might cause the Series 2024A Bonds to be considered "private activity bonds" or "private loan bonds" within the meaning of Section 141 the Code. No "impermissible agreement" as defined in Section 1.141-4(c)(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 2024A Bonds.

. The City covenants and agrees with the Owners from time to time of the Series 2024A Bonds 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 2024A Bonds 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 2024A Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for issuing the Series 2024A Bonds pursuant to the 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 2024A Bonds, it is reasonably expected that the proceeds of the Series 2024A Bonds will not be used in a manner that would cause the Series 2024A Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and the Regulations.

. The City acknowledges that the Series 2024A Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Series 2024A Bonds from gross income for federal income tax purposes, unless the Series 2024A Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Series 2024A Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the City Finance Director and the City Clerk are hereby authorized and directed to execute a tax certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

. The City shall file with the Secretary of the Treasury, not later than August 15, 2024, a statement concerning the Series 2024A Bonds containing the information required by Section 149(e) of the Code.

. 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 Supplemental Resolution.

. This Supplemental Resolution shall take effect immediately upon its passage and adoption by this Council; provided that the amendments set forth in Section 5 hereof shall take effect as of the Closing.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this
28th day of May, 2024.

Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

Aggregate Debt Service as of June 13, 2024

DATE	Series 2013B Taxable	Series 2020	Series 2024A	TOTAL
07/01/2024	430,480.63	101,462.50	-	531,943.13
07/01/2025	498,605.00	141,300.00	378,825.00	1,018,730.00
07/01/2026	494,717.50	139,550.00	380,750.00	1,015,017.50
07/01/2027	499,605.00	137,800.00	379,000.00	1,016,405.00
07/01/2028	500,785.00	140,700.00	382,250.00	1,023,735.00
07/01/2029	-	138,450.00	885,250.00	1,023,700.00
07/01/2030	-	141,200.00	883,000.00	1,024,200.00
07/01/2031	-	138,800.00	884,500.00	1,023,300.00
07/01/2032	-	140,600.00	879,500.00	1,020,100.00
07/01/2033	-	137,200.00	878,250.00	1,015,450.00
07/01/2034	-	138,800.00	880,500.00	1,019,300.00
07/01/2035	-	140,200.00	881,000.00	1,021,200.00
07/01/2036	-	136,400.00	879,750.00	1,016,150.00
07/01/2037	-	137,600.00	881,750.00	1,019,350.00
07/01/2038	-	138,600.00	876,750.00	1,015,350.00
07/01/2039	-	139,400.00	-	139,400.00
07/01/2040	-	140,000.00	-	140,000.00
07/01/2041	-	140,400.00	-	140,400.00
07/01/2042	-	140,600.00	-	140,600.00
07/01/2043	-	140,600.00	-	140,600.00
07/01/2044	-	140,400.00	-	140,400.00
Total	\$2,424,193.13	\$2,890,062.50	\$10,331,075.00	\$15,645,330.63

EXHIBIT B

Subordinate Obligations

Name	FY24	FY25	FY26	FY27	FY28
Arthouse Cinema Phase II	\$ 350,000				
Alberta Bair Theater	250,000				
Stone Building	221,922	\$ 221,922	\$ 221,922		
Kibler & Kirch PO 23-000881	79,940				
MJShanks LLC PO 24-000425	110,200				
Skypoint Project PO 22-000032	260,000				
Montana Rescue Mission		210,000	210,000		
Old Town Flats		384,553	384,553	\$ 384,553	\$ 384,553
Lincoln Apartments PO 24-000224	50,000	50,000	50,000	50,000	50,000
Old Billings Hardware		149,000	149,000	149,000	149,000
Rockman Project			1,000,000	1,000,000	1,000,000

EXHIBIT C

PROVISIONS RELATING TO BOND INSURANCE

Capitalized terms used in this Exhibit C but not otherwise defined herein shall have the respective meanings given such terms in the Resolution. The Resolution is amended and supplemented by this Exhibit C.

(a) For this Exhibit, the following defined terms apply:

“Insurance Policy” means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Insured Bonds when due.

“Insured Bonds” means the Issuer’s Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024.

“Insurer” means Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.

“Issuer” means the City of Billings, Montana.

“Reserve Policy” means the debt service reserve insurance policy issued by the Insurer and deposited in the Reserve Account.

(b) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in substitution of the Reserve Policy or in lieu of a cash deposit into the Reserve Account. Amounts drawn under the Reserve Policy shall be applied solely to the payment of debt service due on the Series 2013B Bonds and Series 2024A Bonds in accordance with the provisions of the Resolution, including Exhibit D thereto.

(c) The Insurer shall be deemed to be the sole Owner of the Insured Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Insured Bonds are entitled to take pursuant to the Resolution pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Registrar. In furtherance thereof and as a term of the Resolution and each Insured Bond, each Owner of the Insured Bonds appoints the Insurer as its agent and attorney-in-fact with respect to the Insured Bonds and agrees that the Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “Claim”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each Owner of the Insured Bonds delegates and assigns to the Insurer, to the fullest extent permitted by law, the rights of each Owner of the Insured Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The

Registrar acknowledges such appointment, delegation and assignment by each Owner of the Insured Bonds for the Insurer's benefit, and agrees to cooperate with the Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment. Remedies granted to the Owners shall expressly include mandamus.

(d) The maturity of Insured Bonds shall not be accelerated without the consent of the Insurer and in the event the maturity of the Insured Bonds is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal, and interest accrued on such principal, to the date of acceleration (to the extent unpaid by the Issuer) and the Registrar shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Insurance Policy with respect to such Insured Bonds shall be fully discharged.

(e) No grace period for a covenant default shall exceed thirty (30) days or be extended for more than sixty (60) days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.

(f) The Insurer is a third party beneficiary of the Resolution.

(g) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Insured Bonds to be redeemed shall be subject to the approval of the Insurer. The exercise of any provision of the Resolution which permits the purchase of Insured Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Insured Bond so purchased is not cancelled upon purchase.

(h) Any amendment, supplement, modification to, or waiver of, the Resolution or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Owners or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(i) Unless the Insurer otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Construction Fund shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the applicable Bonds.

(j) The rights granted to the Insurer under the Resolution or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners or any other person is required in addition to the consent of the Insurer.

(k) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person

claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated in the then highest rating category by S&P and Moody's for such obligations, or (5) subject to the prior written consent of the Insurer, any other type of security or obligation which S&P and Moody's have determined to be permitted defeasance securities, shall be used to effect defeasance of the Insured Bonds unless the Insurer otherwise approves. To accomplish defeasance of the Insured Bonds, the Issuer shall cause to be delivered to the Insurer (i) other than with respect to a current refunding that is gross funded, a report of either a nationally recognized verification agent or a firm of independent, nationally-recognized certified public accountants as shall be acceptable to the Insurer verifying the sufficiency of the escrow established to pay the Insured Bonds in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement or other irrevocable written instructions (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally-recognized bond counsel to the effect that the Insured Bonds are no longer "Outstanding" under the Resolution and (iv) a certificate of discharge of the Registrar with respect to the Insured Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Issuer, the Registrar and the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five (5) Business Days prior to the funding of the escrow. Insured Bonds shall be deemed "Outstanding" under the Resolution unless and until they are in fact paid and retired or the above criteria are met.

(l) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Resolution and the Insured Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Issuer in accordance with the Resolution. The Resolution shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(m) The Issuer covenants and agrees to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Tax Increment under applicable law.

(n) Claims Upon the Insurance Policy and Payments by and to the Insurer. If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Registrar, after making all transfers and deposits required under the Resolution, moneys sufficient to pay the principal of and interest on the Insured Bonds due on such Payment Date, the Registrar shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Insured Bonds due on such Payment Date, the Registrar shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Insured Bonds and the amount required to pay principal of the Insured Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy. The Registrar shall designate any portion of payment of principal on Insured

Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Bonds registered to the then current Owner of the Insured Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Registrar's failure to so designate any payment or issue any replacement Insured Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Insured Bond or the subrogation rights of the Insurer. The Registrar shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Insured Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Registrar. Upon payment of a claim under the Insurance Policy, the Registrar shall establish a separate special purpose trust account for the benefit of Owners of the Insured Bonds referred to herein as the "Policy Payments Account" and over which the Registrar shall have exclusive control and sole right of withdrawal. The Registrar shall receive any amount paid under the Insurance Policy in trust on behalf of Owners of the Insured Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Registrar to Owners of the Insured Bonds in the same manner as principal and interest payments are to be made with respect to the Insured Bonds under the sections of the Resolution regarding payment of Insured Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything in the Resolution to the contrary, the Issuer agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then-applicable highest rate of interest on the Insured Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Issuer hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Tax Increment and payable from such Tax Increment on a parity with debt service due on the Bonds.

Funds held in the Policy Payments Account shall not be invested by the Registrar and may not be applied to satisfy any costs, expenses or liabilities of the Registrar. The Registrar shall notify the Insurer of any funds remaining in the Policy Payments Account after the Registrar has made the payments for which a claim was made to the Owners of the Insured Bonds and shall, at the written direction of the Insurer, promptly remit such funds remaining to the Insurer.

(o) The Insurer shall, to the extent it makes any payment of principal of or interest on the Insured Bonds, become subrogated to the rights of the recipients of such payments in accordance

with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Issuer to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(p) The Issuer shall pay or reimburse the Insurer, solely from the Tax Increment, any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Resolution or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Resolution or any other Related Document whether or not executed or completed, or (iv) any litigation, proceeding (including any Insolvency Proceeding) or other dispute in connection with the Resolution or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Resolution or any other Related Document. Amounts payable by the Issuer hereunder shall bear interest at the Late Payment Rate from the date such amount is paid or incurred by the Insurer until the date the Insurer is paid in full. The obligation to reimburse the Insurer shall survive discharge or termination of the Related Documents.

(q) After payment of reasonable expenses of the Registrar, the application of funds realized upon default shall be applied to the payment of expenses of the Issuer or rebate only after the payment of past due and current debt service on the Bonds and amounts required to restore the Reserve Account to the Reserve Requirement.

(r) The Insurer shall be entitled to pay principal or interest on the Insured Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Insurance Policy) and any amounts due on the Insured Bonds as a result of acceleration of the maturity thereof, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.

(s) Notices to the Insurer shall be sent to the following address (or such other address as the Insurer may designate in writing):

Assured Guaranty Municipal Corp.
1633 Broadway
New York, NY 10019
Attention: Managing Director – Municipal Surveillance
Re: Policy Nos. 223328-N (Insurance Policy) and 223328-R (Reserve Policy)
Telephone: (212) 974-0100
Email: munidisclosure@agltd.com

In each case in which the notice or other communication refers to a claim on the Insurance Policy, the Reserve Policy or an Event of Default, such notice or other communication

shall be marked "URGENT MATERIAL ENCLOSED" and a copy shall also be sent to the attention of the General Counsel at the above address and at generalcounsel@agltd.com.

(t) The Insurer shall be provided with the following information by the Issuer or the Registrar, as the case may be:

1. To the extent not otherwise filed with the Municipal Securities Rulemaking Board's EMMA system, annual audited financial statements within the filing deadline specified in the Issuer's continuing disclosure agreement, covenant or undertaking with respect to the Bonds (together with a certification of the Issuer that it is not aware of any default or Event of Default under the Resolution), and, upon request, the Issuer's annual budget within thirty (30) days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

2. Notice of any draw upon the Reserve Account within two (2) Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of Bonds and any Additional Bonds secured by the Reserve Account;

3. Notice of any default or Event of Default under the Resolution known to the Registrar or the Issuer within five (5) Business Days after knowledge thereof;

4. Prior notice of the advance refunding or redemption of any of the Insured Bonds, including the principal amount, maturities and CUSIP numbers thereof;

5. Notice of the resignation or removal of the Registrar and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

6. Notice of the commencement of any Insolvency Proceeding (as defined in subsection (c) above);

7. Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Insured Bonds;

8. A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents;

9. All reports, notices and correspondence to be delivered to Owners under the terms of the Related Documents; and

10. To the extent not otherwise filed with the Municipal Securities Rulemaking Board's EMMA system, all information required to be furnished pursuant to a continuing disclosure agreement, covenant or undertaking with respect to the Insured Bonds.

(u) The Insurer shall have the right to receive such additional information as it may reasonably request.

(v) The Issuer will permit the Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Issuer on any Business Day upon reasonable prior notice.

(w) To the extent not filed with the Municipal Securities Rulemaking Board's EMMA System, the Issuer shall notify the Insurer of any known failure of the Issuer to provide notices, certificates and other information under the Related Documents that are required to be delivered to the Owners of the Bonds.

(x) Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth in the Resolution, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Reserve Account is fully-funded at the Reserve Requirement (including the proposed issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Insurer.

(y) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Resolution would adversely affect the security for the Bonds or the rights of the Owners, the effect of any such amendment, consent, waiver, action or inaction shall be considered as if there were no Insurance Policy.

(z) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Insured Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

(aa) The Issuer shall not enter into any interest rate exchange agreement or any other interest rate maintenance agreement secured by and payable from the Tax Increment without the prior written consent of the Insurer.

EXHIBIT D

PROVISIONS RELATING TO RESERVE POLICY

Capitalized terms used in this Exhibit D but not otherwise defined herein shall have the respective meanings given such terms in the Resolution. The Resolution is amended and supplemented by this Exhibit D.

(a) The City of Billings, Montana (the "Issuer") shall repay, solely from Tax Increment, any draws under the Reserve Policy and pay all related reasonable expenses incurred by Assured Guaranty Municipal Corp. (the "Insurer") and shall pay interest thereon from the date of payment by the Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of: (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then-applicable highest rate of interest on the Bonds; and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Insurer shall specify. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Insurer, with the same force and effect as if the Issuer had specifically designated such extra sums to be so applied and the Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy. The obligation to pay Policy Costs shall be secured by a valid lien on all Tax Increment and other collateral pledged as security for the Series 2013B Bonds and Series 2024A Bonds (subject only to the priority of

credit and payment provisions applicable to the Reserve Account and otherwise as set forth under the Resolution).

All cash and investments in the Reserve Policy Subaccount shall be transferred to the Bond Account for payment of debt service on Series 2013B Bonds, Series 2024A Bonds, and any other Bonds secured by the Reserve Policy Subaccount before any drawing may be made on the Reserve Policy or any other credit facility credited to the Reserve Policy Subaccount in lieu of cash (herein, a "Credit Facility"). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Policy Subaccount. Payment of Policy Costs and payment of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Policy Subaccount. Payment of all Policy Costs and payment of all amounts with respect to other Credit Facilities shall be made on a pari passu basis with payments and replenishments required to be made under the Resolution with respect to amounts on hand in the Reserve Policy Subaccount and the Cash Subaccount, if any, securing Bonds.

For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(b) If the Issuer shall fail to pay any Policy Costs in accordance with the requirements of subparagraph (a) hereof, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Resolution other than (i) acceleration of the maturity of the Series 2013B Bonds and Series 2024A Bonds or (ii) remedies which would adversely affect owners of the Series 2013B Bonds and Series 2024A Bonds.

(c) The Resolution shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The Issuer's obligation to pay such amounts shall expressly survive payment in full of the Series 2013B Bonds and Series 2024A Bonds.

(d) The Issuer shall include any Policy Costs then due and owing the Insurer in the calculation of the additional bonds test in Sections 4.01 through 4.03 of the Original Resolution.

(e) The Registrar shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of subparagraph (a) hereof and provide notice to the Insurer in accordance with the terms of the Reserve Policy at least five Business Days prior to each date upon which interest or principal is due on the Bonds. Where deposits are required to be made by the Issuer with the Registrar to the Bond Account for the Bonds more often than semi-annually, the Registrar shall give notice to the Insurer of any failure of the Issuer to make timely payment in full of such deposits within two Business Days of the date due.

EXHIBIT E

[Form of Series 2024A Bonds]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS, MONTANA

TAX INCREMENT URBAN RENEWAL REVENUE REFUNDING BONDS
(EXPANDED NORTH 27TH STREET URBAN RENEWAL AREA)
SERIES 2024A

No. _____ \$ _____

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____ %	July 1,	June 13, 2024	090141

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS AND NO/100

FOR VALUE RECEIVED, CITY OF BILLINGS, MONTANA (the "City"), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above or, if this Bond is prepayable as stated herein, on any date prior thereto on which this Bond shall have been duly called for redemption, and to pay interest on said principal amount to the registered owner hereof from the Date of Original Issue set forth above or from such later date to which interest has been paid or duly provided for until this Bond is paid or, if this Bond is prepayable, until it has been duly called for redemption, at the rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank Trust Company, National Association, of Salt Lake City, Utah, as registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar") at its operations center in St. Paul, Minnesota. The interest on this Bond shall be payable on January 1 and July 1 in each year, commencing January 1, 2025. Interest on the Series 2024A Bonds shall be payable to the owners of record thereof as such appear on the Bond Register as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Bond shall be payable by check or draft issued by the Registrar described herein.

The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

This Bond is one of a duly authorized issue of Bonds of the City designated as "Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area)" (collectively, the "Bonds"), issued and to be issued in one or more series under, and all equally and ratably secured by Resolution No. 13-19253, adopted by the City Council on March 25, 2013 (the "Original Resolution"), as amended by Resolution Nos. 20-10878 and 24-[], adopted by the City Council on June 22, 2020 and May 28, 2024, respectively (the Original Resolution, as amended or supplemented in accordance with the provisions thereof, 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. As provided in the Resolution, the Bonds are issuable in series which may vary as in the Resolution provided or permitted. This Bond is one of the series specified in its title, issued in the aggregate principal amount of \$6,930,000 (the "Series 2024A Bonds"), all of like date of original issue and tenor except as to serial number, denomination, date, interest rate, maturity date and redemption privilege. The Series 2024A Bonds are issued by the City for the purpose of (i) refunding the City's outstanding Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Tax Exempt) Series 2013A, (ii) paying the premium for a reserve account insurance policy to the credit of the Reserve Account for the Series 2024A Bonds, and (iii) paying costs of issuance of the Series 2024A Bonds. The Series 2024A Bonds are payable and secured ratably and equally and on a parity with the City's Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Taxable) Series 2013B (the "Series 2013B Bonds"), the City's Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area), Series 2020 (the "Series 2020 Bonds"), and any Additional Bonds hereafter issued pursuant to the Resolution. To the extent Additional Bonds are insured under a municipal bond insurance policy or Reserve Policy and Parity Insurer Reimbursement Amounts are due and owing with respect thereto, such Parity Insurer Reimbursement Amounts shall be secured by Tax Increment and shall be payable on a parity with the Bonds; provided, however, that Parity Insurer Reimbursement Amounts due and owing with respect to a Reserve Policy shall be subject to the priority of the credit and payment provisions applicable to the Reserve Account and otherwise as set forth under the Resolution. Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

The Series 2024A Bonds are 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 Bonds are payable solely and ratably from Tax Increment received by the City and resulting from the

extension of ad valorem taxes levied by certain Taxing Bodies against the incremental taxable value of properties within the District pursuant to the Act, except that under certain conditions as described in the Resolution, the Bonds may be payable from replacement revenues, if any, provided in the event of the abolition or substantial elimination of property taxation in Montana.

The Bonds are not general obligations of the City and the City's general credit and taxing powers are not pledged to the payment of the Bonds or the interest thereon. The Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitations.

The Series 2024A Bonds with Stated Maturities on or after July 1, 2034 are subject to redemption on July 1, 2033 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a Redemption Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2024A 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 Series 2024A Bonds of other authorized denominations. Upon any such transfer or exchange, the City will cause a new Series 2024A 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.

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to the Registrar. Said Policy is on file and available for inspection at the principal office of the Registrar and a copy thereof may be obtained from AGM or the Registrar. All payments required to be made under the Policy shall be made in accordance with the provisions thereof and the Resolution. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

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 Series 2024A 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 Series 2024A 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 to the Tax Increment Debt Service Fund of the City; that Additional Bonds may be issued and made payable from the Tax Increment Debt Service Fund on a parity with the Series 2013B Bonds, the Series 2020 Bonds and the Series 2024A Bonds upon certain conditions set forth in the Resolution, but no obligation (other than certain Parity Insurer Reimbursement Amounts as described in the Resolution) 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 2013B Bonds, the Series 2020 Bonds and the Series 2024A Bonds on the Tax Increment; that all provisions for the security of the Owners of the Bonds as set forth in the Resolution will be punctually and faithfully performed as therein stipulated; and that the issuance of the Series 2024A Bonds does not cause the obligations of the City to exceed any constitutional or statutory limitation of indebtedness.

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 one of its authorized representatives.

IN WITNESS WHEREOF, the City of Billings, Montana, by its City Council, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Finance Director and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Seal)

(Facsimile Signature)
CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

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

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Registrar, Transfer Agent, and
Paying Agent

By _____
Authorized Signature

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

under Uniform Gifts to

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

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.

EXHIBIT F

FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and executed by and between the City of Billings, Montana (the "City"), and U.S. Bank Trust Company, National Association, in Salt Lake City, Utah, as escrow agent (the "Agent"). The parties hereto recite and, in consideration of the mutual covenants and payments referred to and contained herein, covenant and agree as follows:

1. The City, in accordance with a resolution of its City Council adopted on May 28, 2024 (the "Bond Resolution"), is issuing its Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024A, dated, as originally issued, as of the date hereof, in the aggregate principal amount of \$6,930,000 (the "Series 2024A Bonds"), a portion of the proceeds of which will be used to defease and redeem all of the City's outstanding Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Tax Exempt) Series 2013A, dated, as originally issued, as of April 1, 2013 (the "Series 2013A Bonds"), with stated maturities in 2029 and thereafter, and outstanding in the aggregate principal amount of \$7,885,000 (the "Refunded Bonds").

The City has directed that proceeds of the Series 2024A Bonds in the amount of \$7,194,715.08, together with \$273,906.25 on hand in the debt service account allocable to the Series 2013A Bonds and \$580,431.00 on hand in the debt service reserve account allocable to the Series 2013A Bonds, be applied as follows: (i) \$8,049,052.00 to payment of the purchase price of the State and Local Government Securities (the "Initial Securities"), and (ii) \$0.33 to establish a beginning cash balance in the Escrow Account, in each case, as described in Exhibit A hereto (which is hereby incorporated herein and made a part hereof).

2. The Agent acknowledges receipt of the Initial Securities and cash described in Exhibit A hereto and agrees that it will hold such Initial Securities and cash in a special segregated escrow account in the name of the City (the "Escrow Account"), will collect and receive on behalf of the City all payments of principal of and interest the Initial Securities and will remit from the Escrow Account to the paying agent for the Refunded Bonds (the "Paying Agent") the funds required for the payment of principal of the Refunded Bonds and interest thereon as shown on Exhibit B hereto (which is incorporated herein and made a part hereof). When the final transfers have been made for the payment of such principal of and interest on the Refunded Bonds, the Agent will remit any remaining funds in the Escrow Account to the City, for deposit into the Tax Increment Debt Service Account for the Series 2024A Bonds.

The Agent shall, not less than 30 days prior to September 10, 2024, provide notice of the redemption of the Refunded Bonds (in the form of Exhibit C hereto (which is incorporated herein and made a part hereof)), by first class mail, or by other means required by The Depository Trust Company, of New York, New York ("DTC"), to the registered owners of such Refunded Bonds at their addresses as they appear on the Bond Register.

3. In the opinion of Ritz & Associates, P.A., of Bloomington, Minnesota, and as evidenced by the verification report attached hereto as Exhibit D, (i) the cash and Initial

Securities deposited in the Escrow Account and described in Exhibit A hereto mature at such times and bear interest at such rate that the collections of principal thereof and interest thereon, together with the beginning cash balance in the account, will be sufficient to pay the mandatory sinking fund principal and interest payment on the Refunded Bonds as it comes due on July 1, 2024 and to pay the redemption price of the Refunded Bonds on September 10, 2024.

4. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions as they occur. The City specifically waives such notification to the extent permitted by law and will receive periodic cash transaction statements from the Agent which will detail all investment transactions.

5. In order to ensure continuing compliance with Section 148 of the Code and applicable Treasury Regulations, the Agent agrees that it will not reinvest any cash received upon maturity of the investments held in the Escrow Account without the City's prior written consent following consultation with bond counsel.

6. The Agent also acknowledges receipt of a sum described in a letter agreement between the City and the Agent, as and for full compensation for all services to be performed by it as Agent under this Agreement, and the Agent expressly waives any lien upon or claim against the moneys and investments in the Escrow Account.

7. If at any time it shall appear to the Agent that the money in the Escrow Account will not be sufficient to make any payment due to the owners of any of the Refunded Bonds, the Agent shall immediately notify the City. Upon receipt of such notice, the City shall forthwith transmit to the Agent for deposit in the Escrow Account from moneys on hand and legally available therefor, such additional moneys as may be required to make any such payment.

8. Not more than 15 business days after each of the payments described in Exhibit B hereto, the Agent shall submit to the City a report covering all money it shall have received and all payments it shall have made or caused to be made hereunder. Such report shall also list all obligations held in the Escrow Account and the amount of money existing in the Escrow Account, if any, on such date.

9. It is recognized that title to the securities and cash held in the Escrow Account from time to time shall remain vested in the City but subject always to the prior charge and lien thereon of this Agreement and the use thereof required to be made by the provisions of this Agreement. The Agent shall hold all such securities and cash in the Escrow Account as a special trust fund and account separate and wholly segregated from all other cash and securities of the Agent on deposit therein and shall never commingle such securities and cash with other money or investments. It is understood and agreed that the responsibility of the Agent under this Agreement is limited to the safekeeping and segregation of the securities and cash deposited with it in the Escrow Account and the collection of and accounting for the principal and interest payable with respect thereto.

10. This Agreement is made by the City for the benefit of the owners of the Refunded Bonds and is not revocable by the City, and the Initial Securities and cash deposited in the Escrow Account by the City and all income therefrom have been irrevocably appropriated for the

payment and redemption of the Refunded Bonds and interest thereon, in accordance with this Agreement.

11. This Agreement shall be binding upon and shall inure to the benefit of the City and the Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third-party beneficiary contract for the benefit of the owners of the Refunded Bonds. Said third-party beneficiaries shall be entitled to enforce performance and observance by the City and the Agent of the respective agreements and covenants herein contained as fully and completely as if said third-party beneficiaries were parties hereto. Any bank or trust company into which the Agent may be merged or with which it may be consolidated or any bank or trust company resulting from any merger or consolidation to which it shall be a party or any bank or trust company to which it may sell or transfer all or substantially all of its corporate trust business shall, if the City approves, be the successor agent hereunder without the execution of any additional document or the performance of any further act.

12. This Agreement shall terminate when all of the Refunded Bonds have been discharged and any and all remaining funds have been distributed in accordance with Section 2 and the report has been submitted in accordance with Section 8.

13. This Agreement may not be amended except to sever any clause herein deemed to be illegal or cure any ambiguity or correct or supplement any provision herein which may be inconsistent with any other provision; provided that the Agent shall determine that any such amendment shall not adversely affect the owners of the Refunded Bonds.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Agreement to be duly executed by their duly authorized officers, as of the 13th day of June, 2024.

CITY OF BILLINGS, MONTANA

Mayor

City Finance Director

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Escrow Agent

By _____
Its Vice President

(Signature page to Escrow Agreement, dated June 13, 2024,
with the City of Billings, Montana)

EXHIBIT A

\$6,930,000

Tax Increment Urban Renewal Revenue Refunding Bonds
(Expanded North 27th Street Urban Renewal Area), Series 2024A
City of Billings, Montana

Beginning Cash Balance: \$0.33

Initial Securities:

<i>(State and Local Government Securities)</i>			
<u>Type</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
SLGS-CI	07/01/2024	\$ 273,906.00	0.000%
SLGS-CI	09/10/2024	\$7,775,146.00	5.460%

EXHIBIT B

\$6,930,000

Tax Increment Urban Renewal Revenue Refunding Bonds
(Expanded North 27th Street Urban Renewal Area), Series 2024A
City of Billings, Montana

DEBT SERVICE SCHEDULE FOR
REFUNDED SERIES 2013A BONDS

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
07/01/2024	\$ 80,000.00	\$193,906.25	\$ 273,906.25
09/10/2024	\$7,805,000.00	\$ 73,659.90	\$7,878,659.90

EXHIBIT C

NOTICE OF REDEMPTION

Tax Increment Urban Renewal Revenue Bonds
(Expanded North 27th Street Urban Renewal Area) (Tax Exempt) Series 2013A
City of Billings, Montana

NOTICE IS HEREBY GIVEN that the City of Billings, Montana (the "City"), has called for redemption all of its Tax Increment Urban Renewal Revenue Bonds (Expanded North 27th Street Urban Renewal Area) (Tax Exempt), Series 2013A (the "Bonds"), dated, as originally issued, as of April 1, 2013, maturing on July 1 in the years and amounts and bearing interest and CUSIP numbers as set forth below:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
2029*	\$ 950,000	4.375%	090141 DT6
2033*	2,685,000	5.000%	090141 DX7
2038*	4,170,000	5.000%	090141 EC2

* *Term Bonds.*

The City has caused to be deposited into an escrow account, held by U.S. Bank Trust Company, National Association, as escrow agent, cash and non-callable direct obligations of the United States of America, in an amount sufficient, with interest earnings thereon, to pay the redemption price of the Bonds on the redemption date. The Bonds have been called for redemption on September 10, 2024 at a redemption price of 100% of the principal amount thereof plus interest accrued to September 10, 2024, without premium.

Holders of such bonds maturing in said years should surrender their bonds for payment to U.S. Bank Trust Company, National Association, of Salt Lake City, Utah, as paying agent, for payment on September 10, 2024 at its operations center at 60 Livingston Avenue - Bond Drop Window, St. Paul, Minnesota 55107 or if by mail to P.O. Box 64111, St. Paul, Minnesota 55164-0111.

Important Notice:

We are required by law to withhold an applicable portion of the principal amount of your holdings redeemed unless we are provided with your social security number or federal employer identification number, properly certified. Accordingly, you are instructed to submit at the time of surrender of your bonds a W-9 Form which may be obtained at a bank or other financial institution.

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment is made if the tax identification number is not properly certified.

The paying agent shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for the convenience of the holders.

Interest on the bonds shall cease to accrue on September 10, 2024 and the holders thereof shall have no further rights with respect thereto except to receive the redemption price so deposited.

Dated: June 13, 2024.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Bond Registrar and Paying Agent

EXHIBIT D

Verification Report

EXHIBIT G

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This CONTINUING DISCLOSURE UNDERTAKING is made by the CITY OF BILLINGS, MONTANA (the “City”) in connection with the issuance and delivery by the City of its \$6,930,000 Tax Increment Urban Renewal Revenue Refunding Bonds (Expanded North 27th Street Urban Renewal Area), Series 2024A (the “Series 2024A Bonds”), as of this 13th day of June, 2024.

(a) Purpose and Beneficiaries. The Series 2024A Bonds were issued by the City in a public offering pursuant to an Official Statement dated May 14, 2024 with respect to the Series 2024A Bonds (the “Official Statement”). To provide for the public availability of certain information relating to the Series 2024A Bonds and the security therefor and to permit participating underwriters in the primary offering of the Series 2024A Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), the City hereby makes the following covenants and agrees, for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Series 2024A Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access system website (“EMMA”), as hereinafter described. The City is the only “obligated person” in respect of the Series 2024A Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

If the City fails to comply with this Continuing Disclosure Undertaking, any person aggrieved thereby, including the Owners of the outstanding Series 2024A Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of this Continuing Disclosure Undertaking, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained in this Continuing Disclosure Undertaking, in no event shall a default under this Continuing Disclosure Undertaking constitute a default under the Series 2024A Bonds or under any other provision of Resolution No. 13-19253, adopted by the City Council of the City on March 25, 2013, as amended and supplemented by Resolution Nos. 20-10878 and [____], adopted by the City Council of the City on June 22, 2020 and May 28, 2024, respectively (collectively, the “Resolution”). Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

As used in this Continuing Disclosure Undertaking, “Owner” means, in respect of a Series 2024A Bond, the registered owner or owners thereof appearing in the Bond Register or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used in this Continuing Disclosure Undertaking, “Beneficial Owner” means, in respect of a Series 2024A Bond, any person or entity that (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Series 2024A Bond

(including persons or entities holding Series 2024A Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Series 2024A Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in Section 3 hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(i) On or before 365 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2024, the following financial information and operating data in respect of the City (the "Disclosure Information"):

(A) audited financial statements of the City for the then most recent completed fiscal year or, if unavailable by the date specified, the City shall provide on or before such date unaudited financial statements as part of the Disclosure Information and, within 10 days after the receipt of thereof, the City shall provide the audited financial statements. The audited financial statements are to be prepared in accordance with generally accepted accounting principles or as otherwise provided under State law, as such principles may be changed from time to time as permitted by State law. If and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, the discrepancies will be noted; and

(B) updated information for the City for the then most recent completed fiscal year compiled by the City and publicly available under applicable data privacy or other law to include:

- (1) principal amount of Bonds outstanding of the District;
- (2) information regarding the District similar to what is presented in the table in the Official Statement in the section "THE DISTRICT--Value of Property and Tax Increment of the District" to include:
 - a. Incremental Taxable Value;
 - b. Actual Taxable Value;
 - c. Real Property Tax Increment Collected; and
 - d. Total Tax Increment Collected (including entitlement share revenue); and
- (3) debt service coverage for the then most recent completed fiscal year.

The Disclosure Information will be provided in the manner described in Section 3 hereof, may be provided in a single document or multiple documents, and may be incorporated by specific reference to documents available to the public on the internet website of the MSRB or filed with the Securities Exchange Commission (the "SEC"). Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public on EMMA. The City shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be material (as hereinafter defined), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Continuing Disclosure Undertaking is amended as permitted by Section 4(b) hereof, then the City shall include in the next Disclosure Information to be delivered pursuant to this Continuing Disclosure Undertaking, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(ii) In a timely manner not in excess of ten (10) business days, the City will provide notice of the occurrence of any of the following events:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Series 2024A Bonds or other material events affecting the tax status of the Series 2024A Bonds;
- (7) modifications to rights of holders of the Series 2024A Bonds, if material;

- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Series 2024A Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership, or similar event of the City;
- (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties.

As used herein, for those events that must be reported if material, an event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Series 2024A Bond or, if not disclosed, would materially alter the total mix of information otherwise available to an investor from the Official Statement or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Series 2024A Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For purposes of paragraphs (O) and (P) above, the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of either (i) or (ii). A “financial obligation” does not include municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

- (ii) In a timely manner, the City will provide notice of the occurrence of any of the following events or conditions:

(A) the failure of the City to provide the Disclosure Information described under Sections 2(a) and 2(b) hereof at the time specified thereunder;

(B) the amendment or supplementing of this Continuing Disclosure Undertaking pursuant to Section 4(b) hereof, together with a copy of such amendment or supplement and any explanation provided by the City; and

(C) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in Section 2 hereof to the MSRB through EMMA in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(d) Term; Amendments; Interpretation.

(i) This Continuing Disclosure Undertaking shall remain in effect until all Series 2024A Bonds have been paid or defeased under the Resolution.

(ii) Notwithstanding paragraph (a) above, this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided under Section 2(c)(ii) hereof), or the consent of the Owners of any Series 2024A Bonds, by a resolution or ordinance of the City filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that such amendment or supplement (1) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (2) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule, assuming that such provisions apply to the Series 2024A Bonds. If this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) are so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(iii) This Continuing Disclosure Undertaking is entered into as a continuing disclosure undertaking to provide continuing disclosure identical to that required by the continuing disclosure provisions of the Rule and should be construed so this Continuing Disclosure Undertaking would satisfy the requirements of paragraph (b)(5) of the Rule, assuming it was otherwise applicable to the Series 2024A Bonds.

(e) Further Limitation of Liability of City. None of the agreements or obligations of the City contained in this Continuing Disclosure Undertaking shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions whatsoever or constitute a pledge of the general credit or taxing powers of the City.