

(c) to appear in and defend any action or proceeding affecting or purporting to affect the security of this Security Agreement, and additional or other security for any of the obligations secured hereby, or the interest, rights, powers, or duties of the Trustee of the Board hereunder, it being agreed, however, that in the case of an action or proceeding against the Trustee or the Board said Trustee or Board, at their option, may appear in and defend any such action or proceeding and, in addition, it being agreed that the Trustee may commence any action or proceeding deemed necessary by it to perfect, maintain or protect such interest, rights, powers or duties, all in such manner and to such extent as it may see fit, and the Trustee is authorized to pay, purchase or compromise on behalf of the Borrower any encumbrance or claim which in its judgment appears or purports to affect the security hereof or to be superior hereto; to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any above described action or proceeding in which the Board or the Trustee may appear;

(d) to pay immediately and without demand all reasonable and necessary sums that the Trustee or the Board expend to enforce the terms of this agreement, including attorneys' fees, with interest from date of expenditure at the rate of twelve percent (12%) per annum; and

(e) (i) to inform the Trustee and the Board in writing of the location of such Collateral and of any changes in the Collateral's location, to execute and deliver to the Trustee and the Board such financing statements and other documents in a form satisfactory to the Trustee and the Board, (ii) to do all acts that may be reasonably requested in order to establish and maintain a perfected interest in the Collateral, and (iii) to pay the costs of filing any notices or statements in any public office in which the Trustee deems filing or recording to be necessary or desirable.

Section 4. Acceptance Not Waiver.

By accepting payment of any sum secured hereby after its due date, neither the Trustee nor the Board shall be deemed to have waived its right either to require prompt payment when due of all other sums so secured or to declare default as herein provided for failure so to pay.

Section 5. Amendment, Additional Security.

Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Security Agreement upon any property not then or theretofore released as security for the full amount of all unpaid obligations, the Trustee may, upon written request by the Board, and without notice to the Borrower, release any person other than the Borrower so liable, extend the maturity or alter any of the terms of any such obligation, or grant other indulgences or releases or cause to be released any portion or all of the Collateral, release any other or additional security for any obligation herein mentioned, to make compositions or other arrangements with debtors in relation thereto; and if the Trustee at any time holds any additional security for any obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same at its option, either before or concurrently herewith or after a sale is made hereunder.

Section 6. Right of Entry for Inspection.

The Trustee and the Board and their employees and agents may inspect the Collateral at any reasonable time or times, regardless of where such Collateral is located.

Section 7. Entry, Possession, Operation of Equipment and Other Remedies.

If the Borrower fails or refuses to make any payment or to do any act which this agreement obligates it to make or do at the time and in the manner herein provided, then the Trustee and the Board, in their sole discretion, without notice to or demand upon the Borrower and without releasing the Borrower from any obligation hereof, are each authorized to do any of the following:

(a) make any such payment or do any such act in such manner and to such extent as they may deem necessary to protect the security hereof; or

(b) pay, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of the Trustee or Board may affect or appear to affect the security of this Security Agreement, the interest of the Board or the rights, powers or duties of the Trustee or the Board hereunder.

In addition to any right or remedies it may have hereunder or otherwise, the Trustee or the Board shall have all the rights and remedies of a secured party under the Uniform Commercial Code of Montana, including without limitation, the right to dispose of such Collateral at public or private sale.

The Trustee and the Board are not obligated to make any of the payments or to do any of the acts mentioned above, but, upon election so to do, employment of an attorney is authorized and payment of such attorney's fees and of all other necessary expenditures is hereby secured under this Security Agreement.

Section 8. Permitted Encumbrances.

There are no Permitted Encumbrances allowed under this Agreement.

Section 9. Duration of Security Interest.

The security interest herein granted shall continue in full force and effect until all indebtedness hereby secured shall have been fully paid and satisfied and all commitments of the Board to extend credit to or for the account of the Borrower have expired.

Section 10. Additional Security.

The Trustee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Security Agreement or under any other agreement or any laws now or hereafter in force, notwithstanding that some or all of the indebtedness and obligations secured hereby are now or shall hereafter be otherwise secured, whether by mortgage, deed of trust, security agreement, lien, or otherwise. The obligation to repay the indebtedness secured hereby remains without reference to condition, disposition or location of the Collateral. Neither the Trustee's acceptance of this Security Agreement nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect the Trustee's right to realize upon or enforce any other security now or hereafter held by the Trustee or the Board.

Section 11. Successors and Assigns.

This Security Agreement applies to, inures to the benefit of, and binds all parties hereto, the Board and the successors and assigns of any of them.

Section 12. Severability.

If any provision hereof should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of the remainder of this Security Agreement.

Section 13. Notice of Actions.

The Trustee shall be under no obligation to notify any party hereto of any action or proceeding of any kind in which the Borrower, the Board or the Trustee shall be a party, unless brought by the Trustee, or of any pending sale under any other deed of trust or security agreement.

Section 14. Charge for Provision of Statement.

For any statement regarding the obligations secured hereby, a charge, which the Borrower agrees to pay, may be made in an amount not exceeding the maximum allowed by law at the time any such statement is requested.

Section 15. Waiver of Statute of Limitations.

The right to plead any and all statutes of limitations as a defense to any demand secured by this Security Agreement is hereby waived.

Section 16. Substitution of Trustee.

The Board may substitute a successor Trustee from time to time by recording at the places required by law an instrument stating the election by the Board to make such substitution and identifying this Security Agreement.

Section 17. Choice of Law.

The laws of the state of Montana shall govern the construction and interpretation of this agreement.

Section 18. Notice.

Notices to the Borrower may be mailed to it at: 2521 South Ave West, Missoula, MT 59804, or at such other address as the Borrower may file in writing with the Trustee. Notices to the Trustee hereunder may be mailed to it at: U. S. Bank National Association, Corporate Trust Services PD-WA-T7CT, 1420 Fifth Avenue, 7<sup>th</sup> Floor, Seattle, WA 98101, or at such other address as the Trustee may file in writing with the Borrower. Notices to the Board may be mailed to the Board of Investments of the State of Montana, P.O. Box 200126, Helena, Montana 59620-0126

IN WITNESS WHEREOF, the Borrower has caused this Security Agreement to be duly executed as of this 20th day of November, 2020.

MISSOULA RURAL FIRE DISTRICT

\_\_\_\_\_  
By Larry Hanson  
Its Board Chair

(SEAL)

ATTEST:

\_\_\_\_\_  
By Melissa Schnee  
Its Office Manager

For value received, the undersigned hereby grants, assigns and transfers to U. S. Bank National Association (formerly known as First Trust Company of Montana National Association and as First Trust Company of Montana), as trustee under the Indenture of Trust dated March 1, 1991, between the undersigned and said trustee for the holders of the Board of Investments of the state of Montana Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program), Series 1991, all of its right, title and interest in this Security Agreement and the Collateral subject hereto.

Dated: November 20, 2020

BOARD OF INVESTMENTS OF THE  
STATE OF MONTANA

  
\_\_\_\_\_

By Louise Welsh  
Its Senior Bond Program Officer

DESCRIPTION OF COLLATERAL

<u>Item</u>	<u>Serial and Model Number</u>	<u>Amount</u>
2020 M2106 Freightliner	VIN 3ALACYFEXLDME5631	\$350,000.00
2020 M2106 Freightliner	VIN 3ALACY FE1LDME5632	



**INVOICE**

INVOICE #	DATE	PG
88814	10/8/2020	1

ROSENBAUER SOUTH DAKOTA, LLC  
 100 Third Street • Lyons, SD 57041-0057  
 Phone: (605) 543-5591 • Fax: (605) 543-5074

**SOLD TO:**

Missoula Rural Fire District  
 2521 South Avenue West  
 Missoula, MT 59804

CUST ID	SALES PERSON	PURCHASE ORDER	TERMS	JOB NUMBER
MISSMT	GENFIR	PUMPERS	NET 0	18122-18123

ORDERED	QUANTITY SHIPPED	DESCRIPTION	UNIT PRICE	AMOUNT
2.00	2.00	Pumper Apparatus per Contract	\$392,020.00	\$784,040.00
2.00	2.00	Change Order # 1 Dated 9-9-19	\$134.00	\$268.00
2.00	2.00	Change Order # 3 Dated 10-18-19	\$391.00	\$782.00
-2.00	-2.00	Change Order # 4 Dated 11-18-19	\$878.00	-\$1,756.00
-2.00	-2.00	Credit for FD pick up and delivery	\$4,000.00	-\$8,000.00
-2.00	-2.00	Credit for unused inspection trips due to Covid	\$2,000.00	-\$4,000.00
-2.00	-2.00	Received Chassis Payment 2-3-20	\$94,992.00	-\$189,984.00
-2.00	-2.00	Chassis Pre-Pay Discount	\$3,780.00	-\$7,560.00
				\$0.00
				\$0.00
			<b>SALES AMT</b>	\$573,790.00
			<b>FREIGHT</b>	\$0.00
			<b>STATE TAX</b>	\$0.00
			<b>CITY TAX</b>	\$0.00
			<b>TOTAL</b>	\$573,790.00

MRFD is requesting funds for the approved amount of \$350,000.00.

**CERTIFICATE OF ORIGIN FOR A VEHICLE**



DATE  
**11/28/19**

INVOICE NO.  
**X73272**

VEHICLE IDENTIFICATION NO.  
**3ALACYFEXLDME5631**

YEAR  
**2020**

MAKE  
**FREIGHTLINER**

BODY TYPE  
**TRUCK**

SHIPPING WEIGHT  
**12952**

H.P. (S.A.E.)  
**350**

G.V.W.  
**40600**

NO. CYLS  
**6**

SERIES OR MODEL  
**M2106**

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC:

**I STATE TRUCK, INC.  
DBA I-STATE TRUCK CENTER  
2901 WEST 60TH STREET N.  
SIOUX FALLS, SD 57107**

It is further certified that this was the first transfer of such new motor vehicle in ordinary trade and commerce.

**DAIMLER TRUCKS NORTH AMERICA LLC**

BY: (SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

**4747 NORTH CHANNEL  
PORTLAND, OREGON 97217**

**2192609**

CITY STATE **OR 97217** (LS040 (7/92))



**CERTIFICATE OF ORIGIN FOR A VEHICLE**



DATE  
**11/28/19**

INVOICE NO.  
**X73273**

VEHICLE IDENTIFICATION NO.  
**3ALACYFELLDME5632**

YEAR  
**2020**

MAKE  
**FREIGHTLINER**

BODY TYPE  
**TRUCK**

SHIPPING WEIGHT  
**12952**

H.P. (S.A.E.)  
**350**

G.V.W.R.  
**40600**

NO. CYLS.  
**6**

SERIES OR MODEL  
**M2106**

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

**ISTATE TRUCK, INC.  
DBA I-STATE TRUCK CENTER  
2901 WEST 60TH STREET N.  
SIOUX FALLS, SD 57107**

It is further certified that this was the first transfer of such new motor vehicle in ordinary trade and commerce

**DAIMLER TRUCKS NORTH AMERICA LLC**

BY

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

**4747 NORTH CHANNEL  
PORTLAND, OREGON 97217**

**2192610**

CITY - STATE

CLS040 (7/82)



CERTIFICATE OF APPROPRIATION

The undersigned Office Manager hereby certifies with respect to the Loan Agreement (the "Loan Agreement"), dated as of November 20, 2020, by and between the Missoula Rural Fire District (the "Borrower") and the Board of Investments (the "Board") that:

1. The governing body of the Borrower has prepared its budget for the fiscal year 2021 and included in its budget an amount designated and sufficient to make the Loan Repayments (as defined in the "Loan Agreement") due in fiscal year 2021.

Dated this 20th day of November, 2020.

MISSOULA RURAL FIRE DISTRICT

---

By Melissa Schnee  
Its Office Manager

VEHICLE

OPINION OF BORROWER'S COUNSEL

[TO BE TYPED ON LETTERHEAD OF BORROWER'S COUNSEL]

**TO BE DATED THE DATE OF CLOSING**

(November 20, 2020)

Board of Investments  
of the State of Montana  
2401 Colonial Drive, 3<sup>rd</sup> Floor  
P.O. Box 200126  
Helena, MT 59620-0126

U.S. Bank Global Corporate Trust Services  
950 17th Street, 12th Floor  
DN-CO-T12CT  
Denver, CO 80202

Ladies and Gentlemen:

I have served as counsel to the Missoula Rural Fire District (the "Borrower") in connection with its participation in the INTERCAP Program (the "Program") of the Board of Investments of the State of Montana (the "Board"). Terms used herein which are defined in the Loan Agreement, dated as of November 20, 2020, (the "Loan Agreement") between the Borrower and the Board shall have the meanings specified therein. The resolution of the Borrower authorizing its participation in the Program and the issuance of its Loan Agreement relating thereto is herein referred to as the Loan Agreement Resolution.

I have examined, among other things:

- i) the Borrower Act;
- ii) the Loan Agreement dated as of November 20, 2020 and executed by the Borrower;
- iii) the Promissory Note (the "Note") dated as of November 20, 2020 and executed by the Borrower;
- iv) Resolution No. 2020-19 of the Borrower, dated \_\_\_\_\_ (the "Loan Agreement Resolution");
- v) the Security Agreement (the "Security Agreement") from the Borrower to the Board, dated as of November 20, 2020;

**USE EITHER vi) BELOW DEPENDING ON WHETHER TITLE HAS BEEN RECEIVED**

- vi) the Notice of Lien with Title from the Borrower, as debtor, to the Board, as secured party, mailed for filing on \_\_\_\_\_, to the office of the Missoula County Treasurer Motor Vehicle Office;
- vi) upon receipt of Title, the Notice of Lien with Title from the Borrower, as debtor, to the Board, as secured party, will be mailed for filing to the office of the Missoula County Treasurer Motor Vehicle Office;

vii) the proceedings of the Borrower with respect to the due execution and delivery by the Borrower of the Loan Agreement, Note and Security Agreements (the Program Documents), and such certificates and other documents relating to the Borrower, the Program Documents and the Loan Agreement Resolution of the Borrower and have made such other examination of applicable Montana law and a review of the Borrower's actions with respect to applicable ordinances and resolutions as we have deemed necessary in giving this opinion.

Based upon the foregoing, we are of the opinion that:

(a) The Borrower is a political subdivision duly organized and validly existing under the laws and Constitution of the State of Montana with full legal right, power and authority to enter into, execute and perform its obligations under the Program Documents and to carry out and effectuate the transactions contemplated thereunder.

(b) The execution of the Loan Agreement and Promissory Note have been duly authorized and are valid, binding and enforceable against the Borrower in accordance with its terms.

(c) The Loan Agreement Resolution of the Borrower has been duly adopted and is valid, binding and enforceable against the Borrower in accordance with its terms.

(d) The Borrower has taken all action required to be taken by it to authorize the execution and delivery of and the performance of the obligations contained in the Program Documents; and such authorization is in full force and effect on the date hereof.

(e) The Borrower has complied with all applicable competitive bidding requirements for the purchase, acquisition, and construction of the Project.

(f) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required to be obtained by the Borrower in connection with the execution, delivery and performance of the Program Documents or the consummation of the other transactions effected or contemplated thereby.

(g) The execution, delivery and performance of the Program Documents, and compliance with the provisions thereof will not conflict with or constitute a breach of, a violation of, or default under, the Constitution of the State of Montana, or any existing law, charter, judgment, ordinance, administrative regulation, decree, order or resolution of or relating to the Borrower and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument, to which the Borrower is a party or by which it is bound or to which it is subject.

(h) The Program Documents executed by the Borrower, when delivered to the Board, will have been duly authorized and executed and will constitute validly issued and legally binding obligations of the Borrower according to their terms.

(i) No other lien has been filed on this vehicle.

(j) The Board has a direct and valid first security interest in the Project. The Notice of Lien has been (or will be) duly filed for record in such manner at such places as required by law, in order to give constructive notice of and to establish, preserve and protect the lien and security interest of the Board on all properties of every kind described



in the Security Agreement. No other recording, filing, rerecording or refiling is required.

It is understood that the enforceability of the Program Documents may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement or creditors rights.

Sincerely,

\_\_\_\_\_  
Borrower Attorney