

## ADDENDUM TO PROMISSORY NOTE

**THIS ADDENDUM TO PROMISSORY NOTE** (“Addendum”) is entered into and effective as of April 15, 2021, by and between **BIG HORN AT LONE MOUNTAIN UNIT OWNER’S ASSOCIATION, INC.** (“Borrower”), and **FIRST SECURITY BANK, DIVISION OF GLACIER BANK** (“Lender”), and modifies and amends that certain Promissory Note dated as of the date hereof made payable by Borrower to the order of Lender (“Note”) with respect to loans made by Lender to Borrower pursuant to the Loan Documents.

### RECITALS:

**WHEREAS**, Borrower and Lender desire to modify and amend certain terms and provisions of the Note as provided in this Addendum.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

### AGREEMENT:

1. Definitions. Capitalized terms that are used and not otherwise defined in this Addendum shall have the meanings respectively ascribed to them in the Note and all ancillary transaction documents are collectively referred to as the “Loan Documents.”

2. Amendments to Promissory Note. Notwithstanding anything in the Promissory Note to the contrary, the Promissory Note is hereby modified as follows:

a. In the section titled **PREPAYMENT**,

- i) The third sentence is hereby amended to read: “Early payments will be allowed if all other terms and payment provisions of the Loan Documents are in good standing and at Borrower’s request, may result in the subsequent payment amounts being reduced resulting in the same number of payments being made as originally scheduled through re-amortization of the remaining principal balance.”
- ii) The fourth sentence is hereby deleted. “Rather, early payments will reduce the principal balance due and may result in Borrower’s making fewer payments.

3. No Other Modifications; Incorporation. Except as otherwise modified by this Addendum, all other terms and conditions of the Loan Documents remain unchanged. This Addendum is hereby incorporated into and made a part of the Loan Documents.

4. Governing Law. This Addendum shall be construed in accordance with, and governed by, the laws of the State of Montana.

5. Severability. It is intended that each paragraph of this Addendum shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect.

6. Provisions Binding. The provisions of this Addendum shall be binding on, and inure to the benefit of, the Parties and their respective legal representatives, successors, heirs and assigns.

7. Further Actions. Each party to this Addendum agrees to perform any further acts and sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Addendum.

8. Counterparts. This Addendum may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. Modifications. All modifications to this Addendum shall be in writing and signed by all parties hereto or their successors, assigns or representatives.

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

**BIG HORN AT LONE MOUNTAIN UNIT  
OWNER'S ASSOCIATION, INC.**

By: Adrienne M. Fleckman 04/16/2021  
Adrienne M. Fleckman  
Its: President

**FIRST SECURITY BANK, DIVISION OF  
GLACIER BANK**

By: \_\_\_\_\_  
Tim R. Kent  
Its: Branch President / Commercial Lender

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OWNER'S ASSOCIATION, INC.**

By: \_\_\_\_\_  
Adrienne M. Fleckman  
Its: President

**FIRST SECURITY BANK, DIVISION OF  
GLACIER BANK**

DocuSigned by:  
By: TIMOTHY KENT  
Tim R. Kent  
Its: Branch President / Commercial Lender