Account

Account Name and Address		Payment		Payment Details	
	BLACK MTN UTILITY DISTRICT	Payment Amount:	\$0.00	Payment Due Date:	09/01/2024
	PO BOX 310	Past Due Amount:	\$0.00	Use Billed Amounts When Splitting Payments:	Yes
	HARLAN KY 40831-0310	Partially Paid Amount:	\$0.00	Payment Type:	2 - Payment is accrued interest only
		Payment Suspense Amount:	\$0.00	Payment Frequency (Term):	1
		Total Amount Due:	\$0.00	Payment Frequency (Units):	M - Months
		diam'r Control		Loan Term:	41
		Interest		L'oan Term (Units):	M - Months
Balance Details		Interest Base;	0 - Interest accrued on 365/365		
Original Loan Amount:	\$107,624.43	Interest Rate:	2.400000 %	Dates	
Current Balance:	\$0.00	Daily Accrual:	\$0.00000	Original Loan Date:	07/01/2020
Interest Accrued:	\$0.00			Last Payment Date:	10/09/2024
Late Charge Due:	\$0.00	Payoff		Maturity Date:	09/01/2024
Other Charges:	\$0.00	Current Payoff:	\$0.00	Next Review Date:	
Credit Line Available:	\$0.00	Payoff Good Thru Date:	10/09/2024	Last Maintenance Date:	08/29/2024
		Payoff Pending Flag:	No	1000000000000	. United the control of the control
Internal Account Number:		Next Months Payoff:	\$0.00	Maturity Rate Maturity Rate:	0.000000 %
Loan Type:	TE - TAX EXEMPT	Collateral		Maturity Rate Grace Days:	0
Officer:	KWC - KEVIN W CAVINS	Collateral:	15 - SAVINGS AND CERTIFICATES OF DEPOSIT		
Branch:	18 - HARLAN MANSION	Collateral Insurance Expiration Date:	**************************************	Charged Off Details	
General Ledger Group Code:	600 - TAX EXEMPT			Charged Off Amount:	\$0.00
Universal Loan Identifier:	***************************************	LTV Ratio		Charged Off Date:	
		Original LTV Ratio:	1.00 %		
		Current Appraisal LTV Ratio:	0.00 %		

MONTICELLO BANKING COMPANY

PO BOX 421 MONTICELLO KY 42633 606-348-8411

GOVT AGCY Activity Statement

BLACK MTN UTILITY DISTRICT

PO BOX 310

HARLAN KY 40831-0310

	Gener	al Information	
Account Number:		Customer Number:	
Home Phone:	(606)573-1277	Work Phone:	(606)573-1277
Loan Term:	11	Loan Type:	TAX EXEMPT
Interest Rate:	2.400000 %	Origination Date:	07/01/2020
		Date Range:	1/1/2024-10/10/2024

Loan Officer: KEVIN W CAVINS

Collateral: 15 - SAVINGS AND CERTIFICATES OF DEPOSIT Call Report: Obligations of State and Political Subdivisions in US

Loan Purpose: COMMERCIAL

Balance & Payment Information				
Original Amount:	\$107,624.43	Payment Due Date:	09/01/2024	
Current Balance:	\$0.00	Payment Amount:	\$0.00	
Accrued Interest:	\$0.00	Principal/Interest:	\$0.00	
Daily Per Diem:	\$0.00000	Payment Type:	Payment is accrued interest only	

	Loan History		
Posting Date Transaction D	escription	Amount	Principal Balance
01/11/2024 Late Charge Assessed		\$8.58	\$84,000.00
01/23/2024 Regular Payment		(\$180.19)	\$84,000.00
	Payment Break Down		
Transaction Description	Affects	Amount	Balance
Late Charge Split Out	Late Charge	(\$8.58)	\$84,000.00
Interest Payment Split Out	Interest Payment	(\$171.61)	\$84,000.00
02/12/2024 Late Charge Assessed		\$8.54	\$84,000.00
02/27/2024 Regular Payment		(\$339.03)	\$84,000.00
	Payment Break Down		4.4
Transaction Description	Affects	Amount	Balance
Interest Payment Split Out	Interest Payment	(\$159.73)	\$84,000.00
Late Charge Split Out	Late Charge	(\$8.54)	\$84,000.00
Interest Payment Split Out	Interest Payment	(\$170.76)	\$84,000.00
04/11/2024 Late Charge Assessed		\$8.54	\$84,000.00

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04/15/2024 Regular Payment		(\$179.30)	\$84,000.00
Transaction Description	Payment Break Down Affects	Amount	Balance
Late Charge Split Out Interest Payment Split Out	Late Charge Interest Payment	(\$8.54) (\$170.76)	\$84,000.00 \$84,000.00
04/30/2024 Additional Principal Payment 05/01/2024 Regular Payment		(\$50,000.00) (\$165.24)	\$34,000.00 \$34,000.00
Transaction Description	Payment Break Down Affects	Amount	Balance
Interest Payment Split Out	Interest Payment	(\$165.24)	\$34,000.00
06/11/2024 Regular Payment	Payment Break Down	(\$65.84)	\$34,000.00
Transaction Description	Affects	Amount	Balance
Interest Payment Split Out	Interest Payment	(\$65.84)	\$34,000.00
07/11/2024 Late Charge Assessed		\$5.00	\$34,000.00
07/25/2024 Regular Payment	Payment Break Down	(\$141.00)	\$34,000.00
Transaction Description	Affects	Amount	Balance
Interest Payment Split Out	Interest Payment	(\$69.11)	\$34,000.00
Late Charge Split Out	Late Charge	(\$5.00)	\$34,000.00
Interest Payment Split Out	Interest Payment	(\$66.89)	\$34,000.00
08/30/2024 Status Change		\$0.00	\$34,000.00
09/11/2024 Late Charge Assessed		\$100.00	\$34,000.00
10/09/2024 Regular Payment	Payment Break Down	(\$253.84)	\$33,815.28
Transaction Description	Affects	Amount	Balance
Principal Payment Split Out Interest Payment Split Out	Principal Interest Payment	(\$184.72)	\$33,815.28
miterest rayment spilt out	imerest Payment	(\$69.12)	\$34,000.00
10/09/2024 Regular Payment		(\$34,000.00)	
Transaction Description	Payment Break Down Affects	Amount	Balance
Interest Payment Split Out	Interest Payment	(\$84.72)	
Interest Assessment	Non-monetary	(\$84.72)	
Late Charge Split Out Principal Payment Split Out	Late Charge Principal	(\$100.00) (\$33,815.28)	
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LOAN NUMBER LOAN NAME ACCT. NUMBER NOTE DATE INITIALS BLACK MTN UTILITY 07/01/20 KWC DISTRICT MATURITY DATE NOTE AMOUNT INDEX (w/Margin) RATE LOAN PURPOSE \$107,624,43 Not Applicable 2.400% 08/01/21 Commercial Creditor Use Only

PROMISSORY NOTE

(Commercial - Single Advance)

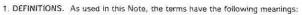
DATE AND PARTIES. The date of this Promissory Note (Note) is July 1, 2020. The parties and their addresses are:

LENDER:

MONTICELLO BANKING CO. PO Box 421 Monticello, KY 42633 Telephone: 606-348-8411

BORROWER:

BLACK MTN UTILITY DISTRICT 609 FOUR MILE RD BAXTER, KY 40806



- A. Pronouns. The pronouns "I," "me," and "my" refer to each Borrower signing this Note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. Note. Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. Loan. Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. Loan Documents. Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Property. Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. Percent. Rates and rate change limitations are expressed as annualized percentages.
- G. Dollar Amounts. All dollar amounts will be payable in lawful money of the United States of America.
- 2. REFINANCING. This Note will pay off the following described note(s):

Note Date	Note Number	Note Amount
August 31, 2017		\$144,000.00

The remaining balance of the note listed in the table above is \$107,624.43.

- 3. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$107,624.43 (Principal) plus interest from July 1, 2020 on the unpaid Principal balance until this Note matures or this obligation is accelerated.
- 4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 2,400 percent (Interest Rate).
 - A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.
 - B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
 - C. Statutory Authority. The amount assessed or collected on this Note is authorized by the Kentucky usury laws under Ky. Rev. Stat. Ann. Ch. 286, Subtitle 6.
 - D. Accrual. Interest accrues using an Actual/365 days counting method.
- 5. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment, Additional remedial charges may be described elsewhere in this Note.
 - A. Late Charge. If a payment is more than 10 days late, I will be charged 5.000 percent of the Amount of Payment or \$5.00, whichever is greater. However, this charge will not be greater than \$100.00. I will pay this late charge promptly but only once for each late payment.
- 6. PAYMENT. I agree to pay this Note in installments of accrued interest beginning August 1, 2020, and then on the 1st day of each month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on August 1, 2021.

BLACK MTN UTILITY DISTRICT Kentucky Promissory Note

Initials ____

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to escrow that is due, then to interest that is due, then to principal that is due, then to late charges that are due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

- 7. PREPAYMENT. I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.
- 8. LOAN PURPOSE. The purpose of this Loan is REFI
- 9. SECURITY. The Loan is secured by separate security instruments prepared together with this Note as follows:

 Document Name
 Parties to Document
 Date of Security Document

 Security Agreement - HARLAN COUNTY FISCAL COURT
 HARLAN COUNTY FISCAL COURT
 07/01/2020

- 10. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:
 - A. Payments. I fail to make a payment in full when due.
 - B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.
 - C. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Note.
 - D. Other Documents. A default occurs under the terms of any other Loan Document.
 - E. Other Agreements. I am in default on any other debt or agreement I have with you.
 - F. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
 - G. Judgment. I fail to satisfy or appeal any judgment against me.
 - H. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority,
 - 1. Name Change. I change my name or assume an additional name without notifying you before making such a change.
 - J. Property Transfer. I transfer all or a substantial part of my money or property.
 - K. Property Value. You determine in good faith that the value of the Property has declined or is impaired.
 - L. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.
- 11. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.
- 12. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.
 - A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.
 - (1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.
 - (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
 - (3) You may release, substitute or impair any Property securing this Note.
 - (4) You, or any institution participating in this Note, may invoke your right of set-off.
 - (5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.
 - (6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.
 - B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.
- 13. REMEDIES. After I default, you may at your option do any one or more of the following.
 - A. Acceleration. You may make all or any part of the amount owing by the terms of this Note immediately due,
 - B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.
 - C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.
 - D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.
 - E. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, If my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

- F. Walver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.
- 14. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, reasonable attorneys' fees as provided by law, and court costs. This amount does not include attorneys' fee for your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.
- 15. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.
- 16. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.
- 17. INSURANCE. I agree to obtain the insurance described in this Loan Agreement.
 - A. Property Insurance. I will insure or retain insurance coverage on any tangible property that secures the Loan and abide by the insurance requirements of any security instrument securing the Loan.
 - B. Insurance Warranties. I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance, I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts under this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.
- 18. CREDITOR-PLACED INSURANCE NOTICE. I am giving you a security interest in the Property described in the security instrument(s) securing the Loan. I am required to maintain insurance on the tangible property described in the security instrument(s) to protect your interest until all debts under this agreement are paid. If I fail to provide evidence of insurance on the tangible property to you, you may place insurance on the tangible property and I will be responsible to pay for the costs of that creditor-placed insurance.
- 19. APPLICABLE LAW. This Note is governed by the laws of Kentucky, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Kentucky, unless otherwise required by law.
- 20. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my successors and assigns.
- 21. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.
- 22. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.
- 23. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.
- 24. CREDIT INFORMATION. Lagree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.
- 25. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.
- 26. AGREEMENT TO ARBITRATE. You or I may submit to binding arbitration any dispute, claim or other matter in question between or among you and me that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as you and I agree to in writing. For purposes of this section, this Transaction includes this Note and the other Loan Documents, and proposed loans or extensions of credit that relate to this Note. You or I will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

You and I must consent to arbitrate any Dispute concerning a debt secured by real estate at the time of the proposed arbitration. You may foreclose or exercise any powers of sale against real property securing a debt underlying any Dispute before, during or after any arbitration. You may also enforce a debt secured by this real property and underlying the Dispute before, during or after any arbitration.

You or I may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to you or me, or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

You and I acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among you and me involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Note, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Note or another writing.

- 27. WAIVER OF TRIAL FOR ARBITRATION. You and I understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, you and I voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.
- 2B. SIGNATURES. By signing, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

BLACK MTN UTILITY DISTRICT

By Traymond Cox Chairman

LENDER:

Monticello Banking Co.

BY KEVIN W CAVINS, PERSONAL BANKER