US \$250,000.00

Rapid City, SD

(Date)

FOR VALUE RECEIVED, Soccer Rapid City, a South Dakota a 501(c)(3) nonprofit corporation, of Rapid City, South Dakota (Borrower) promises to pay to the City of Rapid City, Rapid City, South Dakota (Lender) the principal sum of Two Hundred Fifty Thousand dollars (\$250,000.00) plus accrued interest. The unpaid balance shall accrue interest at an annual rate of 3%, as described in the Loan Agreement previously executed by Borrower and Lender.

Lender hereby accepts that the principal sum represents repayment of a loan to assist in constructing sponsor signage and other approved amenities at a soccer complex located at 3737 Elk Vale Road, Rapid City, South Dakota, more specifically described in the Loan Agreement.

Borrow shall repay the loan within five years from the date of execution of the Loan Agreement. Borrower is obligated to repay the City the entire balance of the Loan including accrued interest.

Payments shall be made to:	City of Rapid City
	300 Sixth Street
	Rapid City, SD 57701

Attn: Pauline Sumption, Finance Officer

In the event of default, if costs are incurred to collect this note, the note holder shall be entitled to collect all reasonable costs and expenses of collection allowed by law, including reasonable attorney's fees.

Borrower shall have the right to prepay without penalty all or any portion of the remaining balance of this note at any time after date of execution with interest, if any, computed to the date of such prepayment.

All makers, sureties, guarantors, and endorsers hereby waive presentment, notice of dishonor, and protest hereof. This note shall be the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

In accordance with the terms of the Loan Agreement, the indebtedness evidenced by this Note is secured by pledge agreements which are payable to the Borrower. Copies of this security are herein incorporated by reference as if fully set forth in this document.

This Note has been issued pursuant to, and shall be subject to, the terms, conditions, covenants and agreements set forth in the Agreement.

All documents and agreements between the parties hereto shall be governed by and construed in accordance with the laws of the State of South Dakota.

This Agreement shall be binding upon the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the undersigned sets its hand and seal this _____ day of _____, 2016.

SOCCER RAPID CITY

By:_____

Its: _____

STATE OF SOUTH DAKOTA,)) ss. COUNTY OF PENNINGTON.)

ON THIS _____ DAY of, _____, 2016, before me, the undersigned officer, personally appeared ______, who acknowledged her/himself to be the ______ of Soccer Rapid City, a South Dakota nonprofit, and in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by her/himself as its _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public

My Comm. Expires:_____

Soccer Rapid City Promissory Note for Sponsor Signage Project