AGREEMENT TO PROVIDE INSURANCE

DATE AND PARTIES. The date of this Agreement to Provide Insurance (Agreement) is June 28, 2023. The parties and their addresses are:

OWNER:

CITY OF GREENFIELD, INDIANA BUILDING CORPORATION 10 S STATE ST GREENFIELD, IN 46140-2329

SECURED PARTY:

GREENFIELD BANKING COMPANY 1920 N State St Greenfield, IN 46140

The pronouns "you" and "your" refer to the Secured Party. The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Owner.

- 1. LOAN DESCRIPTION (Loan).
 - A. Date. June 28, 2023

Agent Name.

Agency Name, Address, and Phone Number.

- **B. Loan Number**. 60007148
- C. Loan Amount. \$314,722.00
- 2. AGREEMENT TO PROVIDE INSURANCE. As part of my Loan, I agree to do all of the following.
 - A. I will insure the Property as listed and with the coverages shown in the DESCRIPTION OF PROPERTY section.
 - **B.** I will have you named on the policy, with the status listed under the STATUS section.
 - C. I will arrange for the insurance company to notify you that the policy is in effect and your status has been noted.
 - D. I will pay for this insurance, including any fee for this endorsement.
 - E. I will keep the insurance in effect until the Property is no longer subject to your security interest. (I understand that the Property may secure debts in addition to any listed in the LOAN DESCRIPTION section.)
- 3. DESCRIPTION OF PROPERTY. The Property subject to this Agreement is described as follows.

 A Motor Vehicle of Make: Ford, Year: 2022, Model: F550/PL Custom ClassicI70, VIN: .

 I agree to insure this Property according to the following described risks, amount of coverage, and maximum deductible allowed. I will provide automobile coverage on the Property. The insurable value of this Property is _______. The term of coverage will be _______. The maximum deductible allowed is \$314,722.00.

 Effective Date:

 INSURANCE COMPANY. The insurance policy covering the Property and the insurance company issuing the policy are as follows:

 Policy Number. _______

 Insurance Company Name, Address, and Phone Number.

INSURANCE AGENCY AND AGENT. The insurance agency through which I have purchased, or intend to purchase, the required insurance is as follows:

- 4. STATUS. Your status shall be listed on the insurance policy as Lienholder. The current lien position of the Secured Party is First lien.
- 5. MAILING ADDRESS. Please return to Secured Party at the address listed in the DATE AND PARTIES section.

in this Agreement and acknowledge receipt of a copy of this Agreement. I request the listed insurance company and agency to provide the indicated coverage, and list you on the policy with the indicated status. I also request the insurance company or its authorized agent to immediately confirm that the policy is in effect by signing this form and forwarding a copy of the policy to you. OWNER: CITY OF GREENFIELD, INDIANA BUILDING CORPORATION Chuck Fewell, Mayor, on behalf of Greenfield Board of Works & Safety SIGNATURE OF SECURED PARTY AND REQUEST FOR CONFIRMATION. Upon receipt of this Agreement, the insurance company or agency named above is requested to confirm the policy coverages shown above. SECURED PARTY: Greenfield Banking Company LAURA A NANCE, ASSISTANT VICE-PRESIDENT SIGNATURE FOR INSURANCE COMPANY AND CONFIRMATION. By signing below, Insurance Company confirms the existence of the insurance coverages agreed to be provided by our insured and that you will be notified not less than 10 days before cancellation. **INSURANCE COMPANY:** Insurance Company Signer Name ____ Signer Title ___ Telephone Number _____

SIGNATURES FOR OWNERS AND AUTHORIZATION TO INSURANCE AGENT AND COMPANY. By signing below, I agree to the terms contained

LOAN NUMBER **LOAN NAME** ACCT. NUMBER AGREEMENT DATE INITIALS CITY OF GREENFIELD. 60007148 CAA0467 06/28/23 IAN INDIANA BUILDING CORPORATION MATURITY DATE **LOAN PURPOSE** NOTE AMOUNT **RATE** INDEX (w/Margin) \$314,722.00 Not Applicable 4.700% 07/01/28 Commercial Creditor Use Only

COMMERCIAL LOAN AGREEMENT

Single Advance Loan

DATE AND PARTIES. The date of this Commercial Loan Agreement (Agreement) is June 28, 2023. The parties and their addresses are as follows:

LENDER:

GREENFIELD BANKING COMPANY 1920 N State St Greenfield, IN 46140

BORROWER:

CITY OF GREENFIELD, INDIANA BUILDING CORPORATION 10 S STATE ST GREENFIELD, IN 46140-2329

- 1. **DEFINITIONS.** For the purposes of this Agreement, the following terms have the following meanings.
 - A. Accounting Terms. In this Agreement, any accounting terms that are not specifically defined will have their customary meanings under generally accepted accounting principles.
 - **B.** Insiders. Insiders include those defined as insiders by the United States Bankruptcy Code, as amended; or to the extent left undefined, include without limitation any officer, employee, stockholder or member, director, partner, or any immediate family member of any of the foregoing, or any person or entity which, directly or indirectly, controls, is controlled by or is under common control with me.
 - 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.
 - D. Loan Documents. Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
 - **E. Pronouns.** The pronouns "I", "me" and "my" refer to every Borrower signing this Agreement and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Agreement. "You" and "your" refers to the Loan's lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
 - F. Property. Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- 2. SINGLE ADVANCE. In accordance with the terms of this Agreement and other Loan Documents, you will provide me with a term note in the amount of \$314,722.00 (Principal). I will receive the funds from this Loan in one advance. No additional advances are contemplated, except those made to protect and preserve your interests as provided in this Agreement or other Loan Documents.
- 3. DEMAND. I agree to fully repay the Loan on demand, but if no demand is made, I will repay the Loan by July 1, 2028.
- **4. WARRANTIES AND REPRESENTATIONS.** I represent and warrant that I have the right and authority to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing me or to which I am a party.
 - A. Hazardous Substances. Except as I previously disclosed in writing and you acknowledge in writing, no Hazardous Substance, underground tanks, private dumps or open wells are currently located at, on, in, under or about the Property.
 - **B.** Use of Property. After diligent inquiry, I do not know or have reason to know that any Hazardous Substance has been discharged, leached or disposed of, in violation of any Environmental Law, from the property onto, over or into any other property, or from any other property onto, over or into the property.
 - C. Environmental Laws. I have no knowledge or reason to believe that there is any pending or threatened investigation, claim, judgment or order, violation, lien, or other notice under any Environmental Law that concerns me or the property. The property and any activities on the property are in full compliance with all Environmental Law.
 - D. Loan Purpose. The purpose of this Loan is purchase one new 2022 Ford F550/PL Custom Classic 170 type I Ambulance.
 - E. No Other Liens. I own or lease all property that I need to conduct my business and activities. I have good and marketable title to all property that I own or lease. All of my Property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those to you or those you consent to in writing.
 - F. Compliance With Laws. I am not violating any laws, regulations, rules, orders, judgments or decrees applicable to me or my property, except for those which I am challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should I lose.



- **G. Legal Disputes.** There are no pending or threatened lawsuits, arbitrations or other proceedings against me or my property that singly or together may materially and adversely affect my property, operations, financial condition, or business.
- H. Adverse Agreements. I am not a party to, nor am I bound by, any agreement that is now or is likely to become materially adverse to my business, Property or operations.
- I. Other Claims. There are no outstanding claims or rights that would conflict with the execution, delivery or performance by me of the terms and conditions of this Agreement or the other Loan Documents. No outstanding claims or rights exist that may result in a lien on the Property, the Property's proceeds and the proceeds of proceeds, except liens that were disclosed to and agreed to by you in writing.
- J. Solvency. I am able to pay my debts as they mature, my assets exceed my liabilities and I have sufficient capital for my current and planned business and other activities. I will not become insolvent by the execution or performance of this Loan.
- **5. FINANCIAL STATEMENTS.** I will prepare and maintain my financial records using consistently applied generally accepted accounting principles then in effect. I will provide you with financial information in a form that you accept and under the following terms.
 - A. Certification. I represent and warrant that any financial statements that I provide you fairly represents my financial condition for the stated periods, is current, complete, true and accurate in all material respects, includes all of my direct or contingent liabilities and there has been no material adverse change in my financial condition, operations or business since the date the financial information was prepared.
 - **B. Frequency.** I will provide to you on an annual basis my financial statements, tax returns, annual internal audit reports or those prepared by independent accountants as soon as available or at least within 30 days after the close of each of my fiscal years. Any annual financial statements that I provide you will be prepared statements.
 - C. SEC Reports. I will provide you with true and correct copies of all reports, notices or statements that I provide to the Securities and Exchange Commission, any securities exchange or my stockholders, owners, or the holders of any material indebtedness as soon as available or at least within 30 days after issuance.
 - D. Requested Information. I will provide you with any other information about my operations, financial affairs and condition within 30 days after your request.
 - E. Additional Financial Statements Terms. Borrower and Guarantors to provide updated annual financial statements and tax returns upon request

City of Greenfield to provide annual company prepared financial statements (cash & invest. balances, receipts, disbursements, etc)

- 6. COVENANTS. Until the Loan and all related debts, liabilities and obligations are paid and discharged, I will comply with the following terms, unless you waive compliance in writing.
 - A. Participation. I consent to you participating or syndicating the Loan and sharing any information that you decide is necessary about me and the Loan with the other participants or syndicators.
 - **B.** Inspection. Following your written request, I will immediately pay for all one-time and recurring out-of-pocket costs that are related to the inspection of my records, business or Property that secures the Loan. Upon reasonable notice, I will permit you or your agents to enter any of my premises and any location where my Property is located during regular business hours to do the following.
 - (1) You may inspect, audit, check, review and obtain copies from my books, records, journals, orders, receipts, and any correspondence and other business related data.
 - (2) You may discuss my affairs, finances and business with any one who provides you with evidence that they are a creditor of mine, the sufficiency of which will be subject to your sole discretion.
 - (3) You may inspect my Property, audit for the use and disposition of the Property's proceeds and proceeds of proceeds; or do whatever you decide is necessary to preserve and protect the Property and your interest in the Property.

After prior notice to me, you may discuss my financial condition and business operations with my independent accountants, if any, or my chief financial officer and I may be present during these discussions. As long as the Loan is outstanding, I will direct all of my accountants and auditors to permit you to examine my records in their possession and to make copies of these records. You will use your best efforts to maintain the confidentiality of the information you or your agents obtain, except you may provide your regulator, if any, with required information about my financial condition, operation and business or that of my parent, subsidiaries or affiliates.

- C. Business Requirements. I will preserve and maintain my present existence and good standing in the jurisdiction where I am organized and all of my rights, privileges and franchises. I will do all that is needed or required to continue my business or activities as presently conducted, by obtaining licenses, permits and bonds everywhere I engage in business or activities or own, lease or locate my property. I will obtain your prior written consent before I cease my business or before I engage in any new line of business that is materially different from my present business.
- D. Compliance with Laws. I will not violate any laws, regulations, rules, orders, judgments or decrees applicable to me or my Property, except for those which I challenge in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its appeal should I lose. Laws include without limitation the Federal Fair Labor Standards Act requirements for producing goods, the federal Employee Retirement Income Security Act of 1974's requirements for the establishment, funding and management of qualified deferred compensation plans for employees, health and safety laws, environmental laws, tax laws, licensing and permit laws. On your request, I will provide you with written evidence that I have fully and timely paid my taxes, assessments and other governmental charges levied or imposed on me, my income or profits and my property. Taxes include without limitation sales taxes, use taxes, personal property taxes, documentary stamp taxes, recordation taxes, franchise taxes, income taxes, withholding taxes, FICA taxes and unemployment taxes. I will adequately provide for the payment of these taxes, assessments and other charges that have accrued but are not yet due and payable.
- **E. New Organizations.** I will obtain your written consent before organizing, merging into, or consolidating with an entity; acquiring all or substantially all the assets of another; materially changing the legal structure, management, ownership or financial condition; or effecting or entering into a domestication, conversion or interest exchange.
- F. Dealings with Insiders. I will not purchase, acquire or lease any property or services from, or sell, provide or lease any property or services to, or permit any outstanding loans or credit extensions to, or otherwise deal with, any Insiders except as required under contracts existing at the time I applied for the Loan and approved by you or as this Agreement otherwise permits. I will not change or breach these contracts existing at Loan application so as to cause an acceleration of or an increase in any payments due.
- G. Other Debts. I will pay when due any and all other debts owed or guaranteed by me and will faithfully perform, or comply with all the conditions and obligations imposed on me concerning the debt or guaranty.

- H. Other Liabilities. I will not incur, assume or permit any debt evidenced by notes, bonds or similar obligations, except: debt in existence on the date of this Agreement and fully disclosed to you; debt subordinated in payment to you on conditions and terms acceptable to you; accounts payable incurred in the ordinary course of my business and paid under customary trade terms or contested in good faith with reserves satisfactory to you.
- **I. Notice to You.** I will promptly notify you of any material change in my financial condition, of the occurrence of a default under the terms of this Agreement or any other Loan Document, or a default by me under any agreement between me and any third party which materially and adversely affects my property, operations, financial condition or business.
- J. Certification of No Default. On your request, my chief financial officer or my independent accountant will provide you with a written certification that to the best of their knowledge no event of default exists under the terms of this Agreement or the other Loan Documents, and that there exists no other action, condition or event which with the giving of notice or lapse of time or both would constitute a default. As requested, my chief financial officer or my independent accountant will also provide you with computations demonstrating compliance with any financial covenants and ratios contained in this Agreement. If an action, condition or event of default does exist, the certificate must accurately and fully disclose the extent and nature of this action, condition or event and state what must be done to correct it.
- K. Use of Loan Proceeds. I will not permit the loan proceeds to be used to purchase, carry, reduce, or retire any loan originally incurred to purchase or carry any margin stock or otherwise cause the Loan to violate Federal Reserve Board Regulations U or X, or Section 8 of the Securities and Exchange Act of 1934 and its regulations, as amended.
- L. Dispose of No Assets. Without your prior written consent or as the Loan Documents permit, I will not sell, lease, assign, transfer, dispose of or otherwise distribute all or substantially all of my assets to any person other than in the ordinary course of business for the assets' depreciated book value or more
- M. No Other Liens. I will not create, permit or suffer any lien or encumbrance upon any of my properties for or by anyone, other than you, except for: nonconsensual liens imposed by law arising out of the ordinary course of business on obligations that are not overdue or which I am contesting in good faith after making appropriate reserves; valid purchase money security interests on personal property; or any other liens specifically agreed to by you in writing.
- **N.** Guaranties. I will not guaranty or become liable in any way as surety, endorser (other than as endorser of negotiable instruments in the ordinary course of business) or accommodation endorser or otherwise for the debt or obligations of any other person or entity, except to you or as you otherwise specifically agree in writing.
- O. No Default under Other Agreements. I will not allow to occur, or to continue unremedied, any act, event or condition which constitutes a default, or which, with the passage of time or giving of notice, or both, would constitute a default under any agreement, document, instrument or undertaking to which I am a party or by which I may be bound.
- P. Legal Disputes. I will promptly notify you in writing of any threatened or pending lawsuit, arbitration or other proceeding against me or any of my property, not identified in my financial statements, or that singly or together with other proceedings may materially and adversely affect my property, operations, financial condition or business. I will use my best efforts to bring about a favorable and speedy result of any of these lawsuits, arbitrations or other proceedings.
- Q. Other Notices. I will immediately provide you with any information that may materially and adversely affect my ability to perform this Agreement and of its anticipated effect.
- R. Loan Obligations. I will comply with the terms and agreements contained in this Agreement and in the other Loan Documents.
- S. Insurance. I will obtain and maintain insurance with insurers, in amounts and coverages that are acceptable to you and customary with industry practice. This may include without limitation insurance policies for public liability, fire, hazard and extended risk, workers compensation, and, at your request, business interruption and/or rent loss insurance. At your request, I will deliver to you certified copies of all of these insurance policies, binders or certificates. I will obtain and maintain a mortgagee clause (or lender loss payable clause) endorsement naming you as the loss payee. If you require, I will also obtain an "additional insured" endorsement naming you as an additional insured. I will immediately notify you of cancellation or termination of insurance. I will require all insurance policies to provide you with at least 10 days prior written notice to you of cancellation or modification. I consent to you using or disclosing information relative to any contract of insurance required by the Loan for the purpose of replacing this insurance. I also authorize my insurer and you to exchange all relevant information related to any contract of insurance required by any document executed as part of this Loan.
- T. Property Maintenance. I will keep all tangible and intangible property that I consider necessary or useful in my business in good working condition by making all needed repairs, replacements and improvements and by making all rental, lease or other payments due on this property.
- U. Property Loss. I will immediately notify you, and the insurance company when appropriate, of any material casualty, loss or depreciation to the Property or to my other property that affects my business.
- V. Reserves. You may set aside and reserve Loan proceeds for Loan interest, fees and expenses, taxes, and insurance. I grant you a security interest in the reserves.

No interest will accrue on any reserve Loan proceeds. Disbursement of reserves is disbursement of the Loan's proceeds. At my request, you will disburse the reserves for the purpose they were set aside for, as long as I am not in default under this Agreement. You may directly pay these reserved items, reimburse me for payments I made, or reduce the reserves and increase the Loan proceeds available for disbursement.

- W. Deposit Accounts. I will maintain substantially all of my demand deposit/operating accounts with you.
- X. Additional Taxes. I will pay all filing and recording costs and fees, including any recordation, documentary or transfer taxes or stamps, that are required to be paid with respect to this Loan and any Loan Documents.
- 7. DEFAULT. I understand that you may demand payment anytime at your discretion. For example, you may demand payment in full 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 Agreement 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 Agreement.
 - 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.
- I. 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 Agreement or that the prospect for payment or performance of the Loan is impaired for any reason.
- M. Fraud. I engage in fraud or material misrepresentation in connection with this transaction.
- 8. 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 the Loan immediately due. If I am a debtor in a bankruptcy petition or in an application filed under section 5(a)(3) of the Securities Investor Protection Act, the Loan is automatically accelerated and immediately due and payable without notice or demand upon filing of the petition or application.
 - 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 the Loan, 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 the Loan 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 the Loan" means the total amount to which you are entitled to demand payment under the terms of the Loan 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 the Loan, 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. Repossession. You may repossess the Property so long as the repossession does not involve a breach of the peace. You may sell, lease or otherwise dispose of the Property as provided by law. You may apply what you receive from the disposition of the Property to your expenses, your attorneys' fees and legal expenses (where not prohibited by law), and any debt I owe you. If what you receive from the disposition of the Property does not satisfy the debt, I will be liable for the deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

Where a notice is required, I agree that ten days prior written notice sent by first class mail or via a nationally recognized overnight courier to my address listed in this Agreement will be reasonable notice to me under the Indiana Uniform Commercial Code. If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing (where permitted by law).

If any items not otherwise subject to this Agreement are contained in the Property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them (where permitted by law).

- **G. Waiver.** 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.
- 9. 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 Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. 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 Loan. 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.
- 10. APPLICABLE LAW. This Agreement is governed by the laws of Indiana, 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 Indiana, unless otherwise required by law.
- 11. 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. You may assign all or part of your rights or duties under this Agreement or the Loan Documents without my consent. If you assign this Agreement, all of my covenants, agreements, representations and warranties contained in this Agreement or the Loan Documents will benefit your successors and assigns. I may not assign this Agreement or any of my rights under it without your prior written consent. The duties of the Loan will bind my successors and assigns.
- 12. AMENDMENT, INTEGRATION AND SEVERABILITY. This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 13. 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 Agreement.
- 14. 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.

15. SIGNATURES. By signing, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

BORROWER:	
CITY OF GREENFIELD, INDIANA BUILDIN	IG CORPORATION
Ву	Date
By Chuck Fewell, Mayor, on behalf of Green	field Board of Works & Safety
LENDER:	
Greenfield Banking Company	
Ву	
LAURA A NANCE, ASSISTANT VICE-I	PRESIDENT

DISBURSEMENT AUTHORIZATION AND CASH PAYMENT SUMMARY

DATE AND PARTIES. The date of this Disbursement Authorization and Cash Payment Summary is June 28, 2023. The parties and their addresses are:

LENDER:

GREENFIELD BANKING COMPANY

1920 N State St Greenfield, IN 46140 Telephone: 317-462-1431

BORROWER:

CITY OF GREENFIELD, INDIANA BUILDING CORPORATION

10 S STATE ST

GREENFIELD, IN 46140-2329

Loan Number: 60007148

1. DEFINITIONS. As used in this Disbursement Authorization and Cash Payment Summary, the terms have the following meanings:

A. Pronouns. The pronouns "I", "me" and "my" refer to all Borrowers signing this Disbursement Authorization and Cash Payment Summary, individually and together. "You" and "Your" refer to the Lender.

B. 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 Disbursement Authorization and Cash Payment Summary.

2. DISBURSEMENT SUMMARY. The following summarizes the disbursements from the Loan.

Loan		\$314,722.00
Cash Paid In	\$500.00	
Amount Contributed by Borrower	\$0.00	
Total Cash Received		\$500.00
Disbursed to Borrowers	\$0.00	
Disbursed to Lender	\$500.00	
Disbursed to Other Payees	\$314,722.00	
Total Amounts Disbursed		\$315,222.00
Amount Remaining To Be Disbursed		\$0.00
Undisbursed Fees/Charges		\$0.00

3. DISBURSEMENT AUTHORIZATION. I authorize you to disburse the following amounts from my Loan.

I	DISBURSED TO:	DATE:	AMOUNT DISBURSED:
-	Disbursements to Borrower:		\$0.00
-	Disbursements to Lender:		\$0.00
-	Disbursements to third parties:		\$314,722.00
	Crossroads Ambulance Sales, Loan Proceeds	06/28/2023	\$314,722.00
	TOTAL DISBURSED:		\$314,722.00

4. CASH PAYMENT SUMMARY. The following loan charges are cash payments collected prior to or at settlement.



Initials _____ Page 1 **DISBURSED TO:** DATE: AMOUNT DISBURSED:

Cash Fees & Charges disbursed to Lender: 06/28/2023

\$500.00 B

\$500.00

Loan Origination Items marked with an asterisk (*) have been paid outside of closing in whole or in part

Items marked with a (B) are paid by borrower, Items marked with a (S) are paid by seller, Items marked with a (L) are paid by lender, Items marked with a (T) are paid by third party

TOTAL OF CASH PAYMENTS: \$500.00

Amount remaining to be disbursed, if any: \$0.00

I acknowledge receipt of a copy of this Disbursement Authorization and Cash Payment Summary on June 28, 2023.

BORROWER:

CITY OF GREENFIELD, INDIANA BUILDING CORPORATION

By	Date
Chuck Fewell, Mayor.	on behalf of Greenfield Board of Works & Safety

LOAN NUMBER **LOAN NAME** ACCT. NUMBER **NOTE DATE** INITIALS CITY OF GREENFIELD. 60007148 CAA0467 06/28/23 IAN INDIANA BUILDING CORPORATION MATURITY DATE LOAN PURPOSE NOTE AMOUNT **RATE** INDEX (w/Margin) \$314,722.00 Not Applicable 4.700% 07/01/28 Commercial Creditor Use Only

PROMISSORY NOTE AND SECURITY AGREEMENT

(Commercial - Single Advance)

DATE AND PARTIES. The date of this Promissory Note and Security Agreement (Loan Agreement) is June 28, 2023. The parties and their addresses are:

LENDER:

GREENFIELD BANKING COMPANY

1920 N State St Greenfield, IN 46140 Telephone: 317-462-1431

BORROWER:

CITY OF GREENFIELD, INDIANA BUILDING CORPORATION

10 S STATE ST

GREENFIELD, IN 46140-2329

- 1. **DEFINITIONS.** As used in this Loan Agreement, the terms have the following meanings:
 - A. Pronouns. The pronouns "I," "me," and "my" refer to each Borrower signing this Loan Agreement and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Loan Agreement. "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. Loan Agreement. Loan Agreement refers to this combined Note and Security Agreement, and any extensions, renewals, modifications and substitutions of this Loan Agreement.
 - 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 Loan Agreement.
 - 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. 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 \$314,722.00 (Principal) plus interest from June 28, 2023 on the unpaid Principal balance until this Loan Agreement matures or this obligation is accelerated.
- 3. INTEREST. Interest will accrue on the unpaid Principal balance of this Loan Agreement at the rate of 4.700 percent (Interest Rate).
 - A. Interest After Default. If you declare a default under the terms of the Loan, including for failure to pay in full at maturity, you may increase the Interest Rate otherwise payable as described in this section. In such event, interest will accrue on the unpaid Principal balance of this Loan Agreement at a rate equal to the rate in effect prior to default, plus 4.000 percent, until paid in full.
 - **B.** Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Loan Agreement 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. Accrual. Interest accrues using an Actual/360 days counting method.
- 4. ADDITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, these additional fees and charges.
 - A. Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay this Loan Agreement before the scheduled maturity date.
 - Loan Origination. A(n) Loan Origination fee of \$500.00 payable from separate funds on or before today's date.
- **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 Loan Agreement.
 - A. Late Charge. If a payment is more than 15 days late, I will be charged 4.000 percent of the Unpaid Portion of Payment or \$19.00, whichever is greater. However, this charge will not be greater than \$1,500.00. I will pay this late charge promptly but only once for each late payment.

CITY OF GREENFIELD, INDIANA BUILDING CORPORATION Indiana Promissory Note and Security Agreement IN/4XXXXXXX000000000002973037060723N

Initials _____

- **6. GOVERNING AGREEMENT.** This Loan Agreement is further governed by the Commercial Loan Agreement executed between you and me as a part of this Loan, as modified, amended or supplemented. The Commercial Loan Agreement states the terms and conditions of this Loan Agreement, including the terms and conditions under which the maturity of this Loan Agreement may be accelerated. When I sign this Loan Agreement, I represent to you that I have reviewed and am in compliance with the terms contained in the Commercial Loan Agreement.
- 7. PURCHASE MONEY SECURITY INTEREST. This Loan creates a Purchase Money Security Interest to the extent you are making advances or giving value to me to acquire rights in or the use of collateral and I in fact use the value given for that purpose. Purchase Money Loan means any loan or advance used to acquire rights in or the use of any Property. The portion of the Property purchased with loan proceeds will remain subject to the Purchase Money Security Interest until the Secured Debts are paid in full. I authorize you, at your option, to disburse the loan proceeds directly to the seller of the Property. Payments on any non-Purchase Money Loan also secured by this Loan will not be applied to the Purchase Money Loan. Payments on the Purchase Money Loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, then payments will be applied in the order you select. No security interest will be terminated by application of this formula. You may include the name of the seller on the check or draft for this Loan Agreement.
- **8. PAYMENT.** I agree to pay this Loan Agreement on demand, but if no demand is made, I agree to pay this Loan Agreement in **60** payments. I will make **59** payments of **\$5,908.95** beginning on August 1, 2023, and on the 1st day of each month thereafter. A single, final payment of the entire unpaid balance of Principal and interest will be due July 1, 2028.

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 Loan Agreement 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, then to any charges that I owe other than principal and interest, and finally to credit insurance premiums that are due. If you and I agree to a different application of payments, we will describe our agreement on this Loan Agreement. 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.

- **9. PREPAYMENT.** I may prepay this Loan under the following terms and conditions. There shall be no prepayment penalty if the loan is paid off through internal cash flows. There will be a prepayment penalty of 2.00% of the principal balance for the first five years of the loan if refinanced with third party lender. Any partial prepayment will not excuse any later scheduled payments until I pay in full.
- 10. LOAN PURPOSE. The purpose of this Loan is purchase one new 2022 Ford F550/PL Custom Classic 170 type I Ambulance.
- 11. SECURITY. The Loan is secured by Property described in the SECURITY AGREEMENT section of this Loan Agreement.
- 12. SECURITY AGREEMENT.
 - A. Secured Debts. This Security Agreement will secure the following debts (Secured Debts), together with all extensions, renewals, refinancings, modifications and replacements of these debts:
 - (1) Sums Advanced under the terms of this Loan Agreement. All sums advanced and expenses incurred by you under the terms of this Loan Agreement.
 - (2) All Debts. All present and future debts of all Borrowers owing to you, even if this Security Agreement is not specifically referenced, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Agreement, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Agreement. Nothing in this Security Agreement constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing.

This Security Agreement will not secure any debt which is also secured by real property or for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. In addition, this Security Agreement will not secure any other debt if, with respect to such other debt, 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, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

B. Limitations on Cross-collateralization. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

C. Security Interest. To secure the payment and performance of the Secured Debts, I grant you a security interest in all of the Property described in this Security Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the Property). Property is all the collateral given as security for the Secured Debts and described in this Security Agreement, and includes all obligations that support the payment or performance of the Property. "Proceeds" includes cash proceeds, non-cash proceeds and anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

Property also includes any original evidence of title or ownership whether evidenced by a certificate of title or ownership, a manufacturer's statement of origin or other document when the Property is titled under any federal or state law. I will deliver the title documents and properly execute all title documents as necessary to reflect your security interest.

This Security Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

- D. Property Description. The Property subject to this Security Agreement is described as follows:
 - (1) Motor Vehicle, Mobile Home, Sport Craft, or Trailer. A Motor Vehicle of Make: Ford, Year: 2022, Model: F550/PL Custom ClassicI70, VIN: .

(2) Specific Property. 2022 Ford 550/PL custom Classic I70 type I Ambulance and all equipment and accessories

E. Duties Toward Property.

(1) Protection of Secured Party's Interest. I will defend the Property against any other claim. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

(2) Use, Location, and Protection of the Property. I will keep the Property in my possession and in good repair. I will use it only for commercial purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to inspect the Property and I will immediately inform you of any loss or damage to the Property. I will not cause or permit waste to the Property.

I will keep the Property at my address listed in the DATE AND PARTIES section unless we agree I may keep it at another location. If the Property is to be used in other states, I will give you a list of those states. The location of the Property is given to aid in the identification of the Property. It does not in any way limit the scope of the security interest granted to you. I will notify you in writing and obtain your prior written consent to any change in location of any of the Property. I will not use the Property in violation of any law. I will notify you in writing prior to any change in my name or address.

Until the Secured Debts are fully paid and this Security Agreement is terminated, I will not grant a security interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of these taxes and assessments upon request.

- (3) Selling, Leasing or Encumbering the Property. I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written permission. Any disposition of the Property contrary to this Security Agreement will violate your rights. Your permission to sell the Property may be reasonably withheld without regard to the creditworthiness of any buyer or transferee. I will not permit the Property to be the subject of any court order affecting my rights to the Property in any action by anyone other than you. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.
- (4) Additional Duties Specific to Motor Vehicles, Sport Craft, or Trailers. So long as I am not in default under this Security Agreement, the Motor Vehicle, Sport Craft, or Trailer portion of the Property will not be restricted to a specific location and may be moved as necessary during ordinary use. However, they may not be taken out of state permanently nor removed from the United States or Canada without your prior written consent.
- **F. Authority To Perform.** I authorize you to do anything you deem reasonably necessary to protect the Property, and perfect and continue your security interest in the Property. If I fail to perform any of my duties under this Loan Agreement or any other security interest, you are authorized, without notice to me, to perform the duties or cause them to be performed.

These authorizations include, but are not limited to, permission to:

- (1) pay and discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property.
- (2) pay any rents or other charges under any lease affecting the Property.
- (3) order and pay for the repair, maintenance and preservation of the Property.
- (4) file any financing statements on my behalf and pay for filing and recording fees pertaining to the Property.
- (5) place a note on any chattel paper indicating your interest in the Property.
- (6) take any action you feel necessary to realize on the Property, including performing any part of a contract or endorsing it in my name.
- (7) handle any suits or other proceedings involving the Property in my name.
- (8) prepare, file, and sign my name to any necessary reports or accountings.
- (9) make an entry on my books and records showing the existence of this Agreement.

If you perform for me, you will use reasonable care. If you exercise the care and follow the procedures that you generally apply to the collection of obligations owed to you, you will be deemed to be using reasonable care. Reasonable care will not include: any steps necessary to preserve rights against prior parties; the duty to send notices, perform services or take any other action in connection with the management of the Property; or the duty to protect, preserve or maintain any security interest given to others by me or other parties. Your authorization to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Loan Agreement. All cash and non-cash proceeds of the Property may be applied by you only upon your actual receipt of cash proceeds against such of the Secured Debts, matured or unmatured, as you determine in your sole discretion.

If you come into actual or constructive possession of the Property, you will preserve and protect the Property. For purposes of this paragraph, you will be in actual possession of the Property only when you have physical, immediate and exclusive control over the Property and you have affirmatively accepted that control. You will be in constructive possession of the Property only when you have both the power and the intent to exercise control over the Property.

- **G. Name and Location.** My name indicated in the DATE AND PARTIES section is my exact legal name. I am an entity organized and registered under the laws of Indiana. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.
- H. Perfection of Security Interest. I authorize you to file a financing statement and/or security agreement, as appropriate, covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining perfection or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code. I agree to pay all actual costs of terminating your security interest.
- 13. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Loan Agreement 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.
- 14. 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 Loan Agreement, 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 Loan Agreement.
 - (1) You may renew or extend payments on this Loan Agreement, 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 Loan Agreement.

- (4) You, or any institution participating in this Loan Agreement, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of this Loan Agreement 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 Loan Agreement as a Borrower is authorized to modify the terms of this Loan Agreement or any instrument securing, guarantying or relating to this Loan Agreement.
- (7) I give up any rights I may have under any valuation and appraisement laws which apply to me.
- **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 Loan Agreement, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.
- C. Waiver of Claims. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.
- 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. APPLICABLE LAW.** This Loan Agreement is governed by the laws of Indiana, 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 Indiana, unless otherwise required by law.
- 17. 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 Loan Agreement 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.
- 18. AMENDMENT, INTEGRATION AND SEVERABILITY. This Loan Agreement may not be amended or modified by oral agreement. No amendment or modification of this Loan Agreement is effective unless made in writing. This Loan Agreement and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Loan Agreement 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.
- 19. 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 Loan Agreement.
- 20. 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 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.
- 21. CREDIT INFORMATION. I agree 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.
- 22. 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.
- 23. SIGNATURES. By signing, I agree to the terms contained in this Loan Agreement. I also acknowledge receipt of a copy of this Loan Agreement.

BORROWER:	
CITY OF GREENFIELD, INDIANA BUILDING	CORPORATION
Ву	Date
By Chuck Fewell, Mayor, on behalf of Greenfi	eld Board of Works & Safety
LENDER:	
Greenfield Banking Company	
Ву	Date
LAURA A NANCE, ASSISTANT VICE-PI	RESIDENT

Greenfield Banking Company 1920 N State St Greenfield, IN 46140 317-462-1431

Commercial **Loan Application**

Important Applicant Information: Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our provinces policy and federal law.

privacy policy and federal law. (Creditor Name, Address and Telephone Number)

1. TYPE OF CREDIT REQUESTED.			
☐ Joint Credit Requested: We intend to app	ly for joint credit. (initials) _		
X New Credit	For refinance/consolidation,	renewal, extension or modifie	cation only
Refinance or Consolidation	Loan Number	Balance	Lender Name and Address
☐ Renewal/Extension (No New Advances)	1. \$	1	l.
☐ Renewal with New Advance			
☐ Modification	2. \$	2	2.
	Σ. Ψ	2	<u>.</u> .
	3. \$	3	3.
	☐ See Addendum for addi	tional credits	
2. APPLICANT. Applicant General Information			
Legal Name		Form Whore and When Orga	anized (ex., Corporation, Delaware, 1984)
CITY OF GREENFIELD, INDIANA B	UILDING CORRECTION	Wernment Unit. Indiana. M	March 3. 2021
	Domestic do	, , , , , , , , , , , , , , , , , , , ,	201010, 2021
☐ Franchise, in full force and without defa	ults, with (Name of Franchise	er)	
Name(s) of Affiliated Entities	wite, with frame of Francisco	··,	
Current Tradename(s)		Other Tradenames Us	sed in Last 10 Years
		B	
Local Address 10 S STATE ST		Principal Executive Office A Same	ddress
GREENFIELD, IN 46140-2329		Same	
GREENFIELD, IN 40140-2329			
Phone No:317-477-4310		Phone No: Same	
Fax No:		Fax No:	
Tax Identification Number	Nature of	Business	NAICS Code
Principals' Names, Addresses, Position Title	=		
Chuck Fewell, Mayor on behalf of Gree	nfield Board of Works &	Safety	
Accountant Name, Address, and Phone Num	ber		
Financial Statements (Chastrall that are	ad attach atatamanata ta tili	annliaation \	
Financial Statements. (Check all that apply a Fiscal Year			
☐ Financial Statements covering			
☐ Accounts Receivable Schedule covering			
☐ Inventory Schedule covering			
☐ Income Tax/Informational Returns for ta			
☐ Other (Specify)			
Other Statements. (Check all that apply and	attach statements to this app	olication.)	
Business Plan dated			
☐ Project Plans & Specifications ☐ Project Plans & Project Plans & Specifications	-		
Franchise Agreement, FTC Franchiser D			
List of outstanding judgments or threate			
☐ Other (Articles of Incorporation, Resolut	ions, etc.)		

Commercial Loan Application Bankers Systems™ VMP® Wolters Kluwer Financial Services ©2017

VMPC500 (1701).00 COMM-APP 1/31/2017 Page 1 of 3



3. LOAN REQUEST AND SOURCES OF REPAYMENT.		
Amount Requested \$ 314,722.00 Loa	Single Advances (Choose One) Single Advance/Closed End Revolving Draw Line of Credit Draw Loan Construction/Permanent Loan Revolving Draw Construction Line of Credit Draw Construction Loan	Loan Payment (Choose One) X Principal and Interest Principal, plus Interest Interest Only Single Payment Other (describe)
Requested Payment Amount \$ 5,908.95 Requested First Payment Date 08/01/2023 Payment Frequency (if Installment) Monthly Quarterly Requested Interest Rate Fixed Variable Index (If Variable List of primary and secondary sources of repayment for this Credits: Borrower Cash Flow, 2nd: Liquidation of Collateral	☐ Semi-Annually ☐ Other (describe) le)	
4. X LOAN SECURITY. The requested loan will be secured. (Co X All loan proceeds will be for purchase of collateral. Description of purchase money collateral: 2022 Ford F550/PL Custom Classic I70 Type I Ambulance	\$ of the proceeds	
Brief description of non-purchase money collateral: Appraised value \$ Liens on collateral (List any collateral with liens on it, the amount	Coverage: Term	uctible: n:
☐ Non-Applicant owners of collateral. Attach a separate list wire collateral.		
5. LOAN GUARANTY. The requested loan will be guaranteed	(Complete this section if checked)	
Legal name	. (complete this section if checked)	
Address Phone No:	☐ Guarantor or affiliate were declared ☐ There are outstanding judgments ag ☐ On a separate sheet, list each arbitration, or other proceeding and its a	gainst Guarantor. (Attach Summary) threatened or pending lawsuit,
☐ Guarantor Financial Statements. If checked, Guarantor is an	entity and will provide financial statements up	oon request by Lender
Security. Brief description of collateral to secure this guarant	Description of current property insurance Type:	
Appraised value of guaranty collateral \$	 of underlying debt, and the names and address	ses of collateral's lienholders):
☐ Non-Guarantor owners of collateral. If checked, attach a sepowner(s) of the collateral.	arate list with the name(s), address(es), and p	hone number(s) of any other
·	edit Opportunity Notice	
CREDIT DENIAL NOTICE. If your gross revenues were \$1,000, or less in your previous fiscal year, or you are requesting t credit, a factoring agreement, or similar types of business credits. Commercial Loan Application, and if your application	rade from discriminating against credit it in color, religion, national origin, sex,	applicants on the basis of race, marital status, age (providing the

business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement please contact (Name, address, and telephone number of the person or office from which the statement of reasons can be obtained):

LAURA A NANCE, Greenfield Banking Company 1920 N State

St, Greenfield, Indiana 46140

317-462-1431 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. The notice that follows describes additional protections extended to you. applicant has the capacity to enter into a binding contract), because all or a part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

FDIC (877)275-3342 **Consumer Response Center** 1100 Walnut Street, Box #11 Kansas City, Missouri 64106

Notices, Consent and Signatures

Important Applicant Information: Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

SIGNATURES. By signing below, Loan Applicant submits this application and the information provided on all accompanying financial statements and schedules for the purpose of obtaining credit and represents that the information submitted is accurate and complete. Loan Applicant acknowledges that representations made in this application will be relied on by Lender in evaluating this application and, if approved, in extending credit. Loan Applicant represents that none of the parties named in this application have relied on advice from the Lender in applying for or receiving any credit. Loan Applicant acknowledges that Lender has not made any commitment to approve this application and extend credit, unless otherwise agreed to in writing. Lender is authorized to conduct any inquiries it decides are necessary to verify the accuracy of the information contained in this application and to use any reasonable method to determine the creditworthiness of the Loan Applicant. Lender is also authorized to answer any questions from others about Lender's credit experience with the parties in this application. Loan Applicant will promptly notify Lender of any subsequent changes which would affect the accuracy of this application, and will provide all documents and information that Lender decides are necessary to complete this application. Loan Applicant authorizes Lender to retain this application, whether or not Lender approves any extension of credit. Any intentional misrepresentation of the information contained herein could result in criminal action under federal law.

In addition, each individual signing below authorizes the Creditor to check their individual credit account and employment history and have a credit reporting agency prepare a consumer credit report on them.

CITY OF GREENFI Applicant Name	ELD, INDIANA BU	ILDING CORPORAT	TION			
By X for Applicant Chu	ıck Fewell		Date	Mayor, on	behalf of Greenfield Boar	rd of Works & Safety
By X for Applicant			Date	Title		
Date Application Received 06/01/2023	Received By Laura A Nance	For Cre Decision X Approved ☐ Denied	Senio	Only ion By r Loan nittee	Date of Notification 06/05/2023	Notification Given X Email or Text ☐ Face-To-Face ☐ Mail or Fax ☐ Telephone
HMDA Reportable ☐ Yes 🛣 No	Census Tract	Account No. or HMI 60007148	DA ÚLI		are a natural person, h Demographic Informati Even if HMDA-reportal	one or more applicants ave the separate HMDA
The HMDA Demographic	☐ Mail or Fax	☐ Email or Inter	net		ı	

☐ Telephone Interview ☐ Face-To-Face Interview (includes Electronic Media with Video Component)

information was

provided through:

UCC FINANCING STATEMENT					
FOLLOW INSTRUCTIONS	A	1			
A. NAME & PHONE OF CONTACT AT FILER (optional)				
B. E-MAIL CONTACT AT FILER (optional)					
C. SEND ACKNOWLEDGMENT TO: (Name and Addre	ss)				
GREENFIELD BANKING COMPANY 1920 N STATE ST GREENFIELD, Indiana 46140					
		THE ABOVE	F SPACE IS FO	R FILING OFFICE USE	ONI V
DEBTOR'S NAME: Provide only one Debtor name (1a c	or 1b) (use exact, full name; do not om				
name will not fit in line 1b, leave all of item 1 blank, check					
1a. ORGANIZATION'S NAME CITY OF GREENFIELD					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONA	L NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
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UCC FINANCING STATEMENT				
A. NAME & PHONE OF CONTACT AT FILER (optional)				
B. E-MAIL CONTACT AT FILER (optional)				
C. SEND ACKNOWLEDGMENT TO: (Name and Address)				
GREENFIELD BANKING COMPANY 1920 N STATE ST GREENFIELD, Indiana 46140				
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Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions, especially Instruction 1; use of the correct name for the Debtor is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.

- C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.
- 1. **Debtor's name**. Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1 -- either an organization's name (1a) or an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's correct name. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an abbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.
- 1a. Organization Debtor Name. "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is **not** an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company)'s part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.
- 1b. <u>Individual Debtor Name</u>. "Individual Name" means the name of a natural person; this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box.Enter individual Debtor's surname (family name) in Individual's Surname box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/Initial(s) box.

If a Debtor's name consists of only a single word, enter that word in Individual's Surname box and leave other boxes blank.

For both <u>organization and individual Debtors</u>. Do not use Debtor's trade name, DBA, AKA, FKA, division name, etc. in place of or combined with Debtor's correct name; filer may add such other names as additional Debtors if desired (but this is neither required nor recommended).

- 1c. Enter a mailing address for the Debtor named in item 1a or 1b.
- 2. Additional Debtor's name. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.
- 3. **Secured Party's name.** Enter name and mailing address for Secured Party or Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). If there has been a full assignment of the initial Secured Party's right to be Secured Party of record before filing this form, either (1) enter Assignor Secured Party's name and mailing address in item 3 of this form and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Assignee's name and mailing address in item 3 of this form and, if desired, also attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.
- 4. **Collateral.** Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

Note: If this financing statement covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, attach Addendum (Form UCC1Ad) and complete the required information in items 13, 14, 15, and 16.

- 5. If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in item 5.If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.
- 6a. If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility <u>and</u> the initial financing statement is filed in connection with a Public-Finance Transaction or Manufactured-Home Transaction, check <u>only</u> that a Debtor is a Transmitting Utility.
- 6b. If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under other law.
- 7. Alternative Designation. If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consignor, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), bailee and bailor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.
- 8. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

Instructions for UCC Financing Statement Addendum (Form UCC1Ad)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions; use of the correct name for the Debtor is crucial. Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

ITEM INSTRUCTIONS

9. **Name of first Debtor.** Enter name of first Debtor exactly as shown in item 1 of Financing Statement (Form UCC1) to which this Addendum relates. The name will not be indexed as a separate debtor. The Debtor name in this section is intended to cross-reference this Addendum with the related Financing Statement (Form UCC1).

If the box in item 1 of the Financing Statement (Form UCC1) was checked because Individual Debtor name did not fit, the box in item 9 of this Addendum should be checked.

- 10. Additional Debtor's name. If this Addendum adds an additional Debtor, complete item 10 in accordance with Instruction 1 of Financing Statement (Form UCC1). For additional Debtors, attach either an additional Addendum or Additional Party (Form UCC1AP) and follow Instruction 1 of Financing Statement (Form UCC1) for determining and formatting additional names.
- 11. Additional Secured Party's name or Assignor Secured Party's name. If this Addendum adds an additional Secured Party, complete item 11 in accordance with Instruction 3 of Financing Statement (Form UCC1). For additional Secured Parties, attach either an additional Addendum or Additional Party (Form UCC1AP) and complete applicable items in accordance with Instruction 3 of Financing Statement (Form UCC1). In the case of a full assignment of the Secured Party's interest before the filing of this financing statement, if filer has provided the name and mailing address of the Assignee in item 3 of Financing Statement (Form UCC1), filer may enter Assignor Secured Party's name and mailing address in item 11.
- 12. **Additional Collateral Description**. If space in item 4 of Financing Statement (Form UCC1) is insufficient or additional information must be provided, enter additional information in item 12 or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.
- 13-16. **Real Estate Record Information.** If this Financing Statement is to be filed in the real estate records and covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, complete items 1-4 of the Financing Statement (Form UCC1), check the box in item 13, check the appropriate box in item 14, and complete the required information in items 15 and 16. If the Debtor does not have an interest of record, enter the name and address of the record owner in item 15. Provide a sufficient description of real estate in accordance with the applicable law of the jurisdiction where the real estate is located in item 16. If space in items 15 or 16 is insufficient, attach additional page(s) and incorporate by reference in items 15 or 16 (e.g., See Exhibit A), and continue the real estate record information. Do not include social security numbers or other personally identifiable information.
- 17. **Miscellaneous.** Under certain circumstances, additional information not provided on the Financing Statement (Form UCC1) may be required. Also, some states have non-uniform requirements. Use this space or attach additional page(s) and incorporate by reference in item 17 (e.g., See Exhibit A) to provide such additional information or to comply with such requirements; otherwise, leave blank. Do not include social security numbers or other personally identifiable information.

Instructions for UCC Financing Statement Additional Party (Form UCC1AP)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions; use of the correct name for the Debtor is crucial. Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Use this form (multiple copies if needed) to continue adding additional Debtor or Secured Party names as needed when filing a UCC Financing Statement (Form UCC1).

ITEM INSTRUCTIONS

- 18. **Name of first Debtor**. Enter name of first Debtor exactly as shown in item 1 of Financing Statement (Form UCC1) to which this Additional Party relates. The name will not be indexed as a separate Debtor. If line1b of the Financing Statement (Form UCC1) was left blank because the Individual Debtor name did not fit, check the box in item 18 and enter as much of the Individual Debtor name from item 10 that will fit. The Debtor name in this section is intended to cross-reference this Additional Party with the related Financing Statement (Form UCC1).
- 19-21. Additional Debtor's name. If this Additional Party adds additional Debtors, complete items 19, 20, and 21 in accordance with Instruction 1 of Financing Statement (Form UCC1).
- 22-23. Additional Secured Party's name or Assignor Secured Party's name. If this Additional Party form adds additional Secured Parties, complete items 22 and 23 in accordance with Instruction 3 of Financing Statement (Form UCC1). In the case of a full assignment of the Secured Party's interest before the filing of this financing statement, if filer has provided the name and mailing address of the Assignee in item 3 of Financing Statement (Form UCC1), filer may enter Assignor Secured Party's name and mailing address in items 22 and 23.
- 24. **Miscellaneous.** Under certain circumstances, additional information not provided on the Financing Statement (Form UCC1) may be required. Also, some states have non-uniform requirements. Use this space or attach additional page(s) and incorporate by reference in item 24 (e.g., See Exhibit A) to provide such additional information or to comply with such requirements; otherwise, leave blank. Do not include social security numbers or other personally identifiable information.

FACTS

WHAT DOES GREENFIELD BANKING COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal Law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and checking account information
- Account balances and payment history
- Credit history and transaction history

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Greenfield Banking Company chooses to share, and whether you can limit this sharing.

Reasons we can share your personal information	Does Greenfield Banking Company Share?	Can you limit this sharing?
For our everyday business purposes – Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – To offer our products and services to you	No	We don't share
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – Information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 317-462-1431 or go to www.gbcbank.com

Page 2	
Who we are	
Who is providing this notice?	Greenfield Banking Company
What we do	
How does Greenfield Banking Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Greenfield Banking Company collect my personal	We collect your personal information, for example, when you
information?	■ apply for a loan or deposit money
	■ pay your bills or open an account
	use your credit or debit card
	We may also collect your personal information from others, such as credit bureaus.
Why can't I limit all sharing?	Federal law gives you the right to limit only
	sharing for affiliates' everyday business purposes-information about your creditworthiness
	■ affiliates from using your information to market to you
	sharing for nonaffiliates to market to you
	State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	■ Greenfield Banking Company is a subsidiary of a single-bank holding company called Greenfield Bancshares, Incorporated.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
	■ Greenfield Banking Company does not share with nonaffiliates so

they can market to you.

A formal agreement between nonaffiliated financial companies that

■ Our joint marketing partner(s) include credit card companies.

together market financial products or services to you.

Questions?

Joint marketing

Call 317-462-1431 or go to www.gbcbank.com