I. Attached Documentation

1. Government Obligation Contract
   - An authorized individual that is with the Obligor should sign on the first space provided. **All original signatures are required for funding.**

2. Exhibit A – Description of Equipment
   - Review equipment description. Complete serial number/VIN if applicable.
   - List the location where the equipment will be located after delivery/installation.

3. Exhibit B – Payment Schedule
   - Sign and print name and title

4. Exhibit C - Acceptance of Obligation
   - Sign and print name and title

5. Exhibit D - Obligor Resolution
   - Type in the date of the meeting in which the purchase was approved.
   - Print or type the name and title of the individual(s) who is/are authorized to execute the Contract.
   - The secretary, chairman or other authorized board member of the Obligor must sign the Resolution where indicated.
   - A second authorized individual that is with the Obligor should attest the Resolution where indicated.

6. Exhibit E - Officer's Certificate
   - Sign and print name and title
   - Please list the Source of Funds for the Contract Payments.

7. Exhibit F - Payment Request & Equipment Acceptance Form
   - Do Not Return until you need to request funds from the Vendor Payable Account.

8. Exhibit G - Signature Card
   - Sign and print name and title
   - An additional individual may sign as an authorized individual, if desired.

9. Exhibit H - Obligor Acknowledgement
   - Complete information as indicated.

10. Exhibit I - Bank Qualified Certificate
    - Sign and print name and title

11. Insurance Requirements
    - Complete insurance company contact information where indicated.

12. Debit Authorization – (Preferred)
    - Complete form and attach a voided check

13. 8038G IRS Form
    - Please read 8038 Review Form
    - In Box 2, type Employer Identification Number
    - Sign and print name and title

II. Condition to Funding

If, for any reason: (i) the required documentation is not returned by May 28, 2020, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. **Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.**

All documentation should be returned to:

KS StateBank
2627 KFB Plaza, Suite 202E
Manhattan, Kansas 66503
GEORGE Obligation CONTRACT

Obligor
City of Greenfield, Indiana
10 South State Street
Greenfield, Indiana 46140

Obligee
KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of February 28, 2020

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions
Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proffer execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Committed Obligation" means the Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligee is required to make under the Contract as set forth in Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" means the schedules and appendages to this Contract, as amended and supplemented.

"Equipment" means all of the items of Equipment Listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created.

"Government" as used in this title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment Date that occurs on or after the earlier of (a) the twenty-four month [24] anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section 3 of this Contract.

II. Obligor Warranties
Section 2.01. Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assigns:

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of section 150(e)(1) of the Code.

(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.

(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.

(d) Obligor shall use the Equipment only for essential, traditional government purposes.

(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would have received if the transaction continued to be tax-exempt.

(f) Obligor has never non-appropriated funds under a contract similar to this Contract.

(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.

(h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.

(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. as amended and supplemented.

(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

(k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth in Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that money can and will lawfully be appropriated and made available for this purpose.

(l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

(m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any leases, liens or encumbrances of any kind or nature to the Equipment or any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligee mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligee agree to execute and deliver to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties hereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price
Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit 6. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment or the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.
Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received by it later than the due date stated on the Exhibit due to the cancellation of the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 5% of the monthly Contract Payment that is past due. Furthermore, Obligee agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

Section 3.03 Contract Payments UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE TERMS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, SURRENDER SET-OFF, OR SUBJECT TO SET-OFF OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-propriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR SPECIFIC PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF. SUCH EQUIPMENT, NOT OBLIGEE IS A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGEE.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor’s budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any money to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-propriates, then all contributions made by Obligor under this Contract for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that: if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor’s failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-propriate is made. If such non-propriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.01. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall issue the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks as may be required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligee may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligee may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assigns as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without fifteen (15) days advance notice to Obligee or its assigns. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other causes beyond Obligor’s control, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency if Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay all costs thereof in excess of the amount of the Net Proceeds or (2) apply the net proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligee assumes all risks and liabilities and all losses, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor’s property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereafter enacted which may in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor, which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including attorney’s fees) of whatsoever kind and nature imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding brought in whole or in part upon the matter of this Contract, whether the matter be against Obligor, its officers, employees and agents, or arise out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor as soon as Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to Obligee in the event Obligor non-propriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor’s obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or hereafter incurred, Obligor hereby grants to Obligee a security interest in the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligations of Obligee, whether incurred prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligee authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligee agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligor. All of Obligor’s rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignee shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.
Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and the Equipment may be assigned by Obligor unless Obligees approves of such assignment in writing before such assignment occurs and only after first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment
Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer’s and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligee or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Oblige is listed as first lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6961 et. seq. Oblige agrees that Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Oblige which Oblige deems necessary or appropriate to protect Oblige’s interest in the Equipment and in this Contract. Obligor shall allow Oblige to examine and inspect the Equipment at all reasonable times.

IX. Default
Section 9.01 Default Event defined. The following events shall constitute an “Event of Default” under this Contract:
(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
(b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Oblige that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Oblige may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate of 8% per annum.
(c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure. If such failure is not eliminated by Obligor, unless Oblige agrees in writing to an extension of time, Oblige will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
(d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor’s intent and which materially adversely affects the rights or security of Oblige under this Contract.
(e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Oblige.
(f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
(g) Obligor defaults on one or more of its other obligations with Oblige.
(h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws.

Section 9.02 Remedies on default. Whenever any Event of Default exists, Oblige shall have the right to take one or any combination of the following remedial steps:
(a) With or without terminating this Contract, Oblige may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
(b) With or without terminating this Contract, Obligor may require Oblige at Obligor’s expense to redeliver any of the Equipment and any additional collateral to Oblige as provided below in Section 10.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Oblige shall be entitled to do so at Obligor’s expense and where therefore the Equipment and any additional collateral and charge Obligor for any costs incurred. Notwithstanding that Oblige has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Oblige or its employees or agents.
(c) Oblige may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Oblige shall be responsible to Oblige for all costs incurred by Oblige in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Oblige is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.
(a) Surrender. The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to Oblige in the event of a default or a non-assignment by delivery of the Equipment and any additional collateral to the Oblige to a location accessible by common carrier and designated by Oblige. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Oblige all tangible items constituting such software. At Oblige’s request, Obligor shall also certify in a form acceptable to Oblige that Obligee has complied with the above software return provisions and that they will immediately cease using the software and that they will permit Oblige and/or the vendor of the software to inspect Obligee’s location to verify compliance with the terms hereunder.
(b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not required. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee’s instructions and at the Obligee’s sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral from the Obligor’s property without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral, and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligee’s possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
(c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
(d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligor shall reimburse the Obligee on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account
Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executes this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to advance to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by an amount separate, non-interest-bearing account (the “Vendor Payable Account”), as agent for Obligor’s account, with a financial institution that Obligee selects that is acceptable to Obligee (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligee hereby further agrees to make the presentations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligee’s delivery to Obligor of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligee authorizes Obligor to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as is it delivered and the Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligee. The authorized individual or individuals designated by the Obligee must sign the Signature Card which will be kept in the possession of the Obligee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligee must either (1) deposit all the down payment funds that the Obligee has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligee must provide written verification to the satisfaction of the Obligee that all the down payment funds obligation has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligee are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligee to the Obligee.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligee will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.
Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligee as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee’s satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the equipment or any additional collateral financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Section 11.09 Governing Law. This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana without regard to conflict of law principles.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Greenfield, Indiana

Signature
Chuck Fewell, Mayor
Printed Name and Title

KS StateBank

Signature
Marsha Jarvis, Senior Vice President
Printed Name and Title
EXHIBIT A
DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of February 28, 2020, between KS StateBank (Obligee) and City of Greenfield, Indiana (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Thirty Seven (37) BodyWorn Cameras with Assorted Accessories, Please See Attached Exhibit A-1 for Details

Physical Address of Equipment after Delivery: 116 S. State St., Greenfield, IN 46140
SALES ESTIMATE

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price Each</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BW-S4005</td>
<td>Avail. Web SaaS and Warranty with 3yr Technical Support for BodyWorn and Rocket IoT In-Car - 5 Years</td>
<td>37</td>
<td>9,800.00</td>
<td>355,200.00</td>
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<td>BW-H4091</td>
<td>BodyWorn and Rocket IoT In-Car Video System Hardware Bundle</td>
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<td>122,100.00</td>
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<td></td>
</tr>
<tr>
<td>BW-S4005</td>
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<td></td>
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<tr>
<td>IOTSM-H4001</td>
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</tr>
<tr>
<td>ROCE-YD-OS4II</td>
<td>Rocket IoT OBDII Diagnostic Case</td>
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<td>3,700.00</td>
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<td>DISCOUNT</td>
<td>Discount for Multi-Year SaaS Agreement</td>
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</tr>
</tbody>
</table>

Total: $539,650.00
EXHIBIT B
PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of February 28, 2020, between KS StateBank (Obligee) and City of Greenfield, Indiana (Obligor)

Date of First Payment: February 28, 2021
Original Balance: $430,920.00
Down Payment Due April 15, 2020: $107,730.00
Total Number of Payments: Four (4)
Number of Payments Per Year: One (1)

<table>
<thead>
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<th>Pmt No.</th>
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<th>Contract Payment</th>
<th>Applied to Interest</th>
<th>Applied to Principal</th>
<th>*Purchase Option Price</th>
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<tr>
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<td>29-Feb-24</td>
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<td>$0.00</td>
<td>$107,730.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

By signing below, Obligor acknowledges that its obligation to make the Contract Payments set forth in Exhibit B to the Contract includes repayment of the principal amount of $430,920.00, together with interest at 0.800%.

Furthermore, the amount financed by Obligor is $382,155.06 and such amount is the issue price of this Contract for federal income tax purposes. The difference between the principal amount of this Contract and the issue price is original issue discount, as defined in section 1288 of the Internal Revenue Code of 1986, as amended. The yield of this Contract for federal income tax purposes is 4.9990%. Such issue price and yield will be stated on the applicable Form 8198-G.

City of Greenfield, Indiana

Signature
Chuck Fewell, Mayor

Printed Name and Title

*Assumes all Contract Payments due to date are paid
EXHIBIT C

ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of February 28, 2020, between KS StateBank (Obligee) and City of Greenfield, Indiana (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the “Purchase Price”) for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

(a) Obligor’s obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
(b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor’s final acceptance of the Equipment by delivering to Obligee the “Payment Request and Equipment Acceptance Form” in the form set forth in Exhibit F attached to the Contract;
(c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
(d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

City of Greenfield, Indiana

Signature
Chuck Fewell, Mayor

Printed Name and Title
EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of February 28, 2020, between KS StateBank (Obligee) and City of Greenfield, Indiana (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on ______________________ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of February 28, 2020, between City of Greenfield, Indiana (Obligor) and KS StateBank (Obligee).

2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor’s behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

   Authorized Individual(s): Chuck Fewell, Mayor
   (Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

   Signature: ____________________________
   (Signature of Secretary, Board Chairman or other member of the Governing Body)

   Printed Name & Title: Chuck Fewell, Mayor
   (Printed Name and Title of individual who signed directly above)

   Attested By: ____________________________
   (Signature of one additional person who can witness the passage of this Resolution)

   Printed Name & Title: Lori Elmore, Clerk – Treasurer
   (Printed Name of individual who signed directly above)
EXHIBIT E
OFFICER’S CERTIFICATE

RE: Government Obligation Contract dated as of February 28, 2020, between KS StateBank (Obligee) and City of Greenfield, Indiana (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer’s Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds: General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Greenfield, Indiana

Signature
Chuck Fewell, Mayor

Printed Name and Title
EXHIBIT F
PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of February 28, 2020, between KS StateBank (Obligee) and City of Greenfield, Indiana (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is $____________________ and this amount is consistent with the Contract between Obligor and vendor.

2. Payment is to be made to: Payee: ________________________________

3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSC/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.

4. No amount listed in this exhibit was included in any such exhibit previously submitted.

5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.

6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor’s specifications and accepted for all purposes.

7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.

8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.

9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: dmorris@ksstate.bank
or
Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

City of Greenfield, Indiana

Signature
Chuck Fewell, Mayor
Printed Name and Title
The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of Greenfield, Indiana.

City of Greenfield, Indiana

____________________________
Signature
Chuck Fewell, Mayor
Printed Name and Title

____________________________
Signature
Printed Name and Title
OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of February 28, 2020, between KS StateBank (Obligee) and City of Greenfield, Indiana (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Equipment:</th>
<th>Cost of Equipment:</th>
</tr>
</thead>
<tbody>
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<td></td>
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<table>
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<th>Vendor Name:</th>
<th>Equipment:</th>
<th>Cost of Equipment:</th>
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</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Vendor Name:</th>
<th>Equipment:</th>
<th>Cost of Equipment:</th>
</tr>
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<tbody>
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<th>Vendor Name:</th>
<th>Equipment:</th>
<th>Cost of Equipment:</th>
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<tr>
<th>Vendor Name:</th>
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<th>Cost of Equipment:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Obligor will immediately notify Obligee if any of the information listed above is changed.
EXHIBIT I

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of February 28, 2020, between KS StateBank (Obligee) and City of Greenfield, Indiana (Obligor)

Whereas, Obligor hereby acknowledges that it is a tax-exempt municipality and hereby represents that Obligor will not designate more than $10 million of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such “qualified tax-exempt obligations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the “Code”). (A “Bank Qualified Issuer” is an issuer that issues less than ten million ($10,000,000) dollars of tax-exempt obligations other than “private activity bonds” as defined in Section 141 of the Code, excluding certain “qualified 501(c)(3) bonds” as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than $10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such “qualified tax-exempt obligations”.

2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than “private activity bonds” as defined in Section 141 of the Code and excluding certain “qualified 501(c)(3) bonds” as defined in Section 145 of the Code) in an amount greater than $10,000,000.

City of Greenfield, Indiana

______________________________
Signature
Chuck Fewell, Mayor

Printed Name and Title
Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

**Insured:**
City of Greenfield, Indiana  
10 South State Street  
Greenfield, Indiana 46140

**Certificate Holder:**
KS StateBank  
1010 Westloop, P.O. Box 69  
Manhattan, Kansas 66505-0069

1. **Equipment Description**
   - Thirty Seven (37) BodyWorn Cameras with Assorted Accessories
   - Please include all applicable VIN’s, serial numbers, etc.

2. **Deductible**
   - The deductible amounts on the insurance policy should not exceed $50,000.00.

3. **Physical Damage**
   - All risk coverage to guarantee proceeds of at least $430,920.00.

4. **Loss Payee**
   - KS StateBank AOIA (and/or Its Assigns) MUST be listed as loss payee.

Please forward certificate as soon as possible to: Email: dmorris@ksstate.bnk  
or Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

**City of Greenfield, Indiana**

Insurance Company: ________________________________

Agent’s Name: ________________________________

Telephone #: ________________________________

Fax #: _____________________________________

Address: ____________________________________

City, State Zip: ________________________________

Email: _____________________________________
*PREFERRED*

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.*

**DEBIT AUTHORIZATION**

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

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<tr>
<td>Month</td>
<td>20th</td>
</tr>
<tr>
<td>Year</td>
<td></td>
</tr>
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</table>

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

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<tr>
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<th>Branch</th>
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<table>
<thead>
<tr>
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<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Routing Number</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Account</th>
<th>Checking</th>
<th>Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

<table>
<thead>
<tr>
<th>Obligor Name on Contract</th>
<th>Printed Name and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Greenfield, Indiana</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tax ID Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>35-6001048</td>
<td></td>
</tr>
</tbody>
</table>

**PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!**

**USA Patriot Act**

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.
### INVOICE

**BILL TO:**
CITY OF GREENFIELD, INDIANA
ATTN: ACCOUNTS PAYABLE
10 SOUTH STATE STREET
GREENFIELD, INDIANA 46140

**REMIT TO:**
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>PAYMENT DATE</th>
<th>PAYMENT DUE DATE</th>
<th>TOTAL AMOUNT DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3356731</td>
<td>At Delivery</td>
<td>At Delivery</td>
<td>$107,730.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>GOVERNMENT OBLIGATION CONTRACT DATED AS OF FEBRUARY 28, 2020</td>
<td>DOWN PAYMENT: $107,730.00</td>
</tr>
</tbody>
</table>

THIRTY SEVEN (37) BODYWORN CAMERAS WITH ASSORTED ACCESSORIES

*Additional interest will be assessed on any payment received after the due date.*
The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:
The IRS is now requesting information regarding tax-exempt issuers’ and borrowers’ written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to “check” items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: http://www.irs.gov/app/picklist/list/formsInstructions.html, or contact your local IRS office.
**Information Return for Tax-Exempt Governmental Obligations**

**Part I** Reporting Authority

<table>
<thead>
<tr>
<th>Issuer's name</th>
<th>Issuer's employer identification number (EIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Greenfield, Indiana</td>
<td>35-6001048</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 South State Street</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, town, or post office, state, and ZIP code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greenfield, Indiana 46140</td>
</tr>
</tbody>
</table>

**Part II** Type of Issue (enter the issue price).

<table>
<thead>
<tr>
<th>Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health and hospital</td>
</tr>
<tr>
<td>Transportation</td>
</tr>
<tr>
<td>Public safety</td>
</tr>
<tr>
<td>Environment (including sewage bonds)</td>
</tr>
<tr>
<td>Housing</td>
</tr>
<tr>
<td>Utilities</td>
</tr>
</tbody>
</table>

**Part III** Description of Obligations. Complete for the entire issue for which this form is being filed.

<table>
<thead>
<tr>
<th>Final maturity date</th>
<th>Issue price</th>
<th>Stated redemption price at maturity</th>
<th>Weighted average maturity</th>
<th>Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/29/2024</td>
<td>$398,214.56</td>
<td>$382,055.06</td>
<td>2.500 years</td>
<td>4.928</td>
</tr>
</tbody>
</table>

**Part IV** Uses of Proceeds of Bond Issue (including underwriters' discount).

<table>
<thead>
<tr>
<th>Proceeds used for accrued interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proceeds price of entire issue (enter amount from line 21, column (b))</td>
</tr>
<tr>
<td>Proceeds used for bond issuance costs (including underwriters' discount)</td>
</tr>
<tr>
<td>Proceeds used for credit enhancement</td>
</tr>
<tr>
<td>Proceeds allocated to reasonably required reserve or replacement fund</td>
</tr>
<tr>
<td>Proceeds used to refund prior tax-exempt bonds. Complete Part V.</td>
</tr>
<tr>
<td>Proceeds used to refund prior taxable bonds. Complete Part V.</td>
</tr>
<tr>
<td>Total (add lines 24 through 28)</td>
</tr>
<tr>
<td>Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)</td>
</tr>
</tbody>
</table>

**Part V** Description of Refunded Bonds. Complete this part only for refunding bonds.

| Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded |
| Enter the remaining weighted average maturity of the taxable bonds to be refunded |
| Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) |
| Enter the date(s) the refunded bonds were issued (MM/DD/YYYY) |

For Paperwork Reduction Act Notice, see separate instructions.
Part VI  Miscellaneous

35  Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) .............................................. 35
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) ............. 36a
   (see instructions) .........................................................................................................................
36b Enter the final maturity date of the GIC (MM/DD/YYYY) ............................................................
36c Enter the name of the GIC provider ..............................................................................................
37  Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans
   to other governmental units ............................................................................................................ 37
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box □ and enter the following information:
   b Enter the date of the master pool bond (MM/DD/YYYY) .........................................................
   c Enter the EIN of the issuer of the master pool bond ..............................................................
   d Enter the name of the issuer of the master pool bond ............................................................
39  If the issuer has designated the issue under section 255(b)(3)(B)(i)(III) (small issuer exception), check box □ .................................................................................................................................................................
40  If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box □ ........................................................................................................................................................................
41a If the issuer has identified a hedge, check here □ and enter the following information:
   b Name of hedge provider ...........................................................................................................
   c Type of hedge .............................................................................................................................
   d Term of hedge ............................................................................................................................
42  If the issuer has superintegrated the hedge, check box □ ................................................................................
43  If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated
   according to the requirements under the Code and Regulations (see instructions), check box □ ..............................................................................................................................................................
44  If the issuer has established written procedures to monitor the requirements of section 148, check box □ ..............................................................................................................................................................
45a If some portion of the proceeds was used to reimburse expenditures, check here □ and enter the amount
   of reimbursement ...........................................................................................................................
   b Enter the date the official intent was adopted (MM/DD/YYYY) .................................................

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS’s disclosure of the issuer’s return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer’s authorized representative  Date

Paid Preparer Use Only

Print/Type preparer’s name  Date  Check □ if self-employed  PTIN

H. Evan Howe  02/05/2020  48-1223987

Signature digitally signed by H. Evan Howe

H. Evan Howe  02/02/20  15:18:44

Firm’s Name ▶ Baystone Financial LLC  Firm’s EIN ▶

Firm’s Address ▶ 12980 Metcalf, Suite 310, Overland Park, KS 66213  Phone no. (800) 752-3562

Form 8038-G (Rev. 9-2011)