

LOAN AND SECURITY AGREEMENT

(St. Ambrose Short Form from _____ Parish, _____)

Amount \$ _____

Dated: _____

FOR VALUE RECEIVED, _____ Parish, a Roman Catholic Parish organized under the laws of the State of Wisconsin with an address at _____, WI _____ (“Maker”) promises to pay to the order of St. Ambrose Financial Services, Inc., a Wisconsin non-stock corporation (“SAFS”) the sum of \$ _____ together with interest at the Applicable Interest Rate (defined below).

The Loan shall be paid as follows: (a) a payment of accrued interest on or before the fifteenth (15th) day of each month and (b) a single payment of principal and accrued unpaid interest on demand (the “Maturity Date”). Payment shall be made at P.O. Box 4004, 3710 East Avenue South, La Crosse, Wisconsin 54601, Attn: St. Ambrose Financial Services, Inc. All payments shall be applied first to payment of interest and then to the remaining balance of principal. The outstanding principal may be prepaid at any time.

The term “Applicable Interest Rate” shall mean: a per annum interest rate equal to a floating rate of $\frac{3}{4}$ of 1% over the 90 days UST Bill as published in the Wall Street Journal on the first day of each quarter (Jan. 1, April 1, July 1, Oct. 1) rate in effect at the time of the loan. Upon the occurrence of an Event of Default (defined below) the Applicable Interest Rate shall increase by six percent (6%).

The proceeds of the Loan shall be used solely for _____ (the “Stated Purpose”).

In the event that (a) Maker fails to make any payment of principal or interest within 10 days of the due date, (b) Maker uses the Loan funds for any purpose other than the Stated Purpose or (c) SAFS deems itself insecure and provides Maker written notice of such determination (each an “Event of Default”), the entire principal balance due together with accrued interest shall become immediately due and payable in full on demand by SAFS.

As security for the prompt payment of the Loan, Maker grants SAFS a first lien security interest in all of its right, title and interest in and to any and all property, assets, rights and interests of Maker, of any kind or description, tangible or intangible, wherever located, whether now owned or hereafter acquired or arising, together with all replacements therefor, proceeds thereof and products thereof including, but not limited to the following: all Accounts and all Goods whose sale, lease or other disposition by the Maker has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, the Maker, or rejected or refused by an Account Debtor; all Inventory, including, without limitation, raw materials, work-in-process and finished goods; all Goods (other than Inventory), including, without limitation, embedded software. Equipment, vehicles, furniture and Fixtures; all Software and computer programs; all Securities, Investment Property, Financial Assets and Deposit Accounts; all Chattel Paper, Electronic Chattel Paper, Instruments, Documents, Letter of Credit Rights, all proceeds of letters of credit. Health care insurance Receivables, Supporting Obligations, notes secured by real estate, Commercial Tort Claims and General Intangibles, including Payment Intangibles; all

insurance policies and proceeds insuring the foregoing property or any part thereof; including unearned premiums; and all other property of the Maker, real and/or personal, in which the Maker heretofore, now and/or from time to time hereafter has an interest, it being the intent of the parties hereto that the grant of a Security Interest hereby be broadly interpreted to include all property of the Maker, real, personal, now existing or hereafter acquired or arising. In addition and as further security, the Maker will execute and deliver to the SAFS security agreements and such other documents, including financing statements, in connection herewith as shall be required by SAFS. The Security Interest granted hereby shall continue to attach to the Collateral notwithstanding any sale, exchange or other disposition of the Collateral, or any part thereof, by the Maker. The Security Interest herein granted is to secure the payment of the Loan to SAFS hereunder and any and all other obligations of the Maker to SAFS of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising. Upon Event of Default SAFS shall have the rights permitted under the Wisconsin Uniform Commercial Code to enforce its security interest. All capitalized words in this paragraph shall have the definition ascribed to such Word in the Wisconsin Uniform Commercial Code if not otherwise defined in this Agreement.

This Agreement may be executed by one or more of the parties on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. No Amendments to this Agreement shall be effective without a written agreement signed by authorized officers of both parties. No waiver of any provision of this Agreement shall be effective without a written waiver signed by an authorized officer of the party making such waiver.

This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. Maker shall reimburse SAFS for all reasonable expenses, including actual attorneys' fees, which SAFS may incur in connection with this Agreement or any other agreement between SAFS and Maker which relate to or arise out of the Loan, including costs of collection.

_____ Parish, _____

By: _____
The Most Reverend William Patrick Callahan,
O.F.M. Conv., Bishop of La Crosse
Title: President

By: _____
Name:
Title: Vice President (Pastor)

By: _____
Name:
Title: Secretary of Parish Corporate Board of Trustees

The Loan and this Loan and Security Agreement have been approved by the Board of St. Ambrose Financial Services, Inc.

By: _____
Name: Judy Fuchsteiner
Title: Treasurer