

SECOND SUPPLEMENT TO
SECOND AMENDED AND RESTATED
INDENTURE OF TRUST

between

CITY OF NORTHFIELD, MINNESOTA
and

COMPUTERSHARE TRUST COMPANY, N.A.
as Trustee

Dated as of January 1, 2023

Relating to
City of Northfield, Minnesota
Hospital Revenue Bond,
Series 2023A

This instrument was drafted by
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SECOND SUPPLEMENT TO
SECOND AMENDED AND RESTATED
INDENTURE OF TRUST

THIS SECOND SUPPLEMENT TO SECOND AMENDED AND RESTATED INDENTURE OF TRUST (the “Series 2023A Supplement”), dated as of January 1, 2023, between the CITY OF NORTHFIELD, MINNESOTA, a municipality organized and existing under its City Charter, the Constitution and laws of the State of Minnesota (the “City”) and COMPUTERSHARE TRUST COMPANY, N.A. (as successor to Wells Fargo Bank, National Association) in Minneapolis, Minnesota, a national banking association organized and existing under the laws of the United States, as Trustee (hereinafter, together with any successor trustee under this Indenture, referred to as the “Trustee”),

W I T N E S S E T H:

WHEREAS, the City is authorized by Minnesota Statutes, Sections 447.45 through 447.50, as amended (the “Act”), to issue its revenue bonds to finance the acquisition and betterment of hospital, nursing home and related medical facilities and health care facilities; and

WHEREAS, the City owns and operates a municipal hospital and nursing home facility (the “Hospital”) pursuant to its City Charter and the Act; and

WHEREAS, the City previously determined that it was necessary to acquire, construct and equip improvements, additions, extensions, renewals or replacements to Hospital facilities including without limitation improvements to the urgent care center and the obstetrics unit (the “Original Project”); and

WHEREAS, the City previously issued its Hospital Revenue Bonds, Series 2015B (the “Series 2015B Bond”) to finance certain improvements to the Hospital pursuant to that certain Mortgage and Security Agreement and Indenture of Trust, dated as of November 1, 2001, between the City, and the Trustee, as previously amended (the “Original Indenture”); and

WHEREAS, the City previously determined to issue its Hospital Revenue Refunding Bond, Series 2016A, in the aggregate principal amount of \$22,375,000 (the “Series 2016A Bond”) in order to refund the City’s Hospital Revenue Bonds, Series 2006 (the “Series 2006 Bonds”) and its Hospital Revenue Bond, Series 2016B, in the aggregate principal amount of \$2,625,000 (the “Series 2016B Bond”) in order to finance the Original Project; and

WHEREAS, in connection with the issuance of the Series 2016A Bond and the Series 2016B Bond, and with the consent of the holder of the Series 2015B Bond, the City and the Trustee determined, for purposes of convenience, to amend and restate the terms of the Original Indenture in its entirety pursuant to that certain Amended and Restated Indenture of Trust dated as of August 1, 2016, between the City and the Trustee, as previously amended (the “2016 Indenture”); and

WHEREAS, with the consent of the holders of the Series 2015B Bond, the Series 2016A Bond, and the Series 2016B Bond, the City and Trustee agreed to change the definition of “Operating Expenses” (defined herein) and determined, for purposes of convenience, to amend and restate the

terms of the Amended and Restated Indenture as set forth in the Second Amended and Restated Indenture of Trust, dated as of December 1, 2018 (the “2018 Indenture”);

WHEREAS, the City has determined that it is necessary to finance the construction, installment and equipping of various improvements to the Hospital and capital expenditures related thereto (the “2022 Project”); and

WHEREAS, in connection with the issuance by the City of its Hospital Revenue Bond, Series 2022B, in the original aggregate principal amount of \$5,980,000 (the “Series 2022B Bond”) to finance a portion of the costs of the 2022 Project, the City and the Trustee entered into a First Supplement to Second Amended and Restated Indenture of Trust dated as of September 1, 2022 (the “Series 2022B Supplement”); and

WHEREAS, in order to finance the remainder of the costs of the 2022 Project the City has agreed to issue its Hospital Revenue Bond, Series 2023A, in the original aggregate principal amount of \$4,020,000 (the “Series 2023A Bond”); and

WHEREAS, the City and the Trustee are entering into this Second Supplement to Second Amended and Restated Indenture of Trust (the “Series 2023A Supplement”) for the purpose of authorizing and issuing the Series 2023A Bond on a parity with the Series 2015B Bond, the Series 2016A Bond, the Series 2016B Bond and the Series 2022B Bond as an “Additional Bond” and “Parity Debt” under Article V of the 2018 Indenture; and

WHEREAS, to secure payment of the principal of, redemption premium, if any, and interest on the Series 2023A Bond, and to induce the purchase of the Series 2023A Bond by the Holder thereof, the City has determined to execute and deliver this Series 2023A Supplement to the Trustee; and

WHEREAS, all things have been done that are necessary to make the Series 2023A Bond herein authorized, when executed and issued by the City and authenticated and delivered hereunder, the valid obligations of the City in accordance with their terms, and to constitute this Indenture a valid contract for the security of the Series 2023A Bond herein authorized, in accordance with its terms.

GRANTING CLAUSES

NOW, THEREFORE, THIS SERIES 2023A SUPPLEMENT WITNESSETH, that, to secure payment of the principal of, premium, if any, and interest on the Series 2023A Bond on a parity with Bonds issued under the Indenture according to their tenor and effect and the performance of all covenants and conditions therein and herein contained, and in consideration of the premises, and of the purchase of the Series 2023A Bond by the Holders thereof, the City by these presents have granted, bargained, sold, conveyed and pledged, and by these presents do hereby grant, bargain, sell, convey, and pledge, unto the Trustee, its successors and assigns forever:

GRANTING CLAUSE FIRST

The Net Revenues of the Hospital.

GRANTING CLAUSE SECOND

All other property of every kind which is now or hereafter subjected to the lien of this Series 2023A Supplement or pledged or assigned to the Trustee pursuant to the provisions of this Series 2023A Supplement, including without limitation all cash and securities now or hereafter held in the Trust Funds created or established under this Indenture (other than the Rebate Fund), all insurance proceeds and condemnation awards or other moneys represented by “Trust Moneys” as defined in the 2018 Indenture (as defined herein).

The premises and property herein described and referred to above shall hereinafter be called the “Trust Estate.”

TO HAVE AND TO HOLD the Trust Estate together with the hereditaments and appurtenances thereunto now or hereafter belonging or in anywise appertaining unto the Trustee and its successors and assigns forever;

PROVIDED, NEVERTHELESS that these presents are upon the express condition that if the City shall pay or cause to be paid the Series 2023A Bond and all other indebtedness hereby secured and shall strictly observe and perform all the terms, provisions and conditions herein contained and the other instruments given as security for the Series 2023A Bond, then this Series 2023A Supplement and the estate, right and interest of the Trustee in the Trust Estate shall cease and be and become void and of no effect.

THIS SERIES 2023A SUPPLEMENT FURTHER WITNESSETH as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01 Definitions. In this Series 2023A Supplement the following terms have the following meanings unless the context hereof clearly requires otherwise, and any other terms defined in the 2018 Indenture shall have the same meanings when used herein as assigned them in the 2018 Indenture unless the context or use thereof indicates another or different meaning or intent:

Bond Year: the 12 month period commencing on January 1 and ending on the following December 31, or such other 12 month period selected by the City with respect to any series of tax exempt Bonds; provided that the first Bond Year for the Series 2015B Bond is the period ending December 31, 2015, for the Series 2016 Bonds is the period ending December 31, 2016, for the Series 2022B Bonds is the period ending December 31, 2022, and for the Series 2023A Bonds is the period ending December 31, 2023;

Bonds: the Series 2015B Bond, the Series 2016A Bond, the Series 2016B Bond, the Series 2022B Bond, the Series 2023A Bond and any Additional Bonds;

Indenture: the 2018 Indenture, as supplemented by the Series 2022B Supplement, as further supplemented by the Series 2023A Supplement and any additional Supplemental Indenture;

Project: the construction, installment and equipping of hospital and nursing home facilities on the Land or otherwise owned and operated by the City and improvements, additions, extensions, renewals or replacements thereto, including but not limited to the Original Project and the 2022 Project;

Series 2023A Bond: the City's Hospital Revenue Bond, Series 2023A, dated January __, 2023 to be issued pursuant to the provisions of the Indenture in substantially the form set forth in **Exhibit A** to this Series 2023A Supplement;

Series 2023A Original Purchaser: the original purchaser of the Series 2023A Bond is the Community Resource Bank, Northfield, Minnesota;

Series 2023A Subaccount of the Bond Fund: the Series 2023A Subaccount of Revenue Bond Debt Service Account created as a subaccount of the Bond Fund pursuant to Section 4.03 hereof;

Series 2023A Supplement: this Second Supplement to Second Amended and Restated Indenture of Trust dated as of January 1, 2023 between the City and the Trustee relating to the Series 2023A Bond;

Trustee: Computershare Trust Company, N.A., a national banking association, as successor in interest to Wells Fargo Bank, National Association;

2018 Indenture: the Second Amended and Restated Indenture of Trust dated as of December 1, 2018, between the City and the Trustee;

2022 Project: the construction, installment and equipping of various improvements to the Hospital and capital expenditures related thereto and improvements, additions, extensions, renewals, or replacements thereto, including without limitation the Hospital's Clinic and Birthing Center located at 2000 North Avenue, Northfield, Minnesota, including related architectural, engineering, surveying, soil testing, construction, and similar capital expenditures related thereto, financed with proceeds of the Series 2022B Bond and the Series 2023A Bond;

Section 1.02 Effect of this Series 2023A Supplement. This Series 2023A Supplement shall take effect on the date of issuance of the Series 2023A Bond. Thereafter, to the extent of any inconsistency between the terms and provisions of this Series 2023A Supplement and the terms and provisions of the 2018 Indenture, this Series 2023A Supplement shall control. Except as expressly amended or supplemented hereby, all of the terms and provisions of the 2018 Indenture shall remain in full force and effect.

Section 1.03 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.04 Successors and Assigns. All covenants and agreements in this Series 2023A Supplement by the City shall bind their successors, whether so expressed or not.

Section 1.05 Separability Clause. In case any provision in this Series 2023A Supplement or in the Series 2023A Bond shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.06 Execution and Counterparts. This Series 2023A Supplement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute one and the same instrument.

Section 1.07 Construction. This Series 2023A Supplement shall be construed in accordance with the laws of the State of Minnesota.

Section 1.08 Benefit of Indenture. Nothing in this Series 2023A Supplement or in the Series 2023A Bond, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any separate trustee or co-trustee appointed under Section 10.12 hereof, the City, and the Holders of the Series 2023A Bond, any benefit or other legal or equitable right, remedy or claim under this Indenture.

Section 1.09 Limitation of Liability. Nothing in this Series 2023A Supplement or in the Series 2023A Bond, express or implied, shall impose upon, or give rise to, a pecuniary liability of the City or a charge upon its general credit or taxing powers. In entering into this Series 2023A Supplement, the City has not obligated itself, except with respect to the application of the Net Revenues of the Hospital, the Net Proceeds of insurance or condemnation awards, and the proceeds from the issuance and sale of the Series 2023A Bond. It is specifically recognized that

the obligations of the City under this Series 2023A Supplement, to the extent involving any monetary cost, are to be performed only out of the above described revenues or from the disposition of the property subject to the lien of this Indenture upon default by the City under this Indenture or the Ground Lease.

Section 1.10 Notices. Section 1.05 of the 2018 Indenture is amended to add the address of the Series 2023A Purchaser as set forth below:

To the 2023A Original Purchaser: Community Resource Bank
1605 Heritage Drive
Northfield, MN 55057
Attn: _____

ARTICLE II

SERIES 2023A BOND FORM

Section 2.01 Forms Generally. The Series 2023A Bond and the Trustee's certificate of authentication shall be in substantially the forms set forth in **Exhibit A** hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the Act or any other applicable state or federal law, or as may, consistently herewith, be determined by the officials of the City executing such Series 2023A Bond, as evidenced by their execution of the Series 2023A Bond. Any part of the text of any Series 2023A Bond may be set forth on the reverse side thereof with an appropriate reference thereto on the face of the Series 2023A Bond.

The definitive Series 2023A Bond shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods on steel engraved or lithographed borders or may be produced in any other manner permitted by the rules of any securities exchange, all as determined by the officials of the City executing such Series 2023A Bond, as evidenced by their execution of such Series 2023A Bond.

Sections 2.02, 2.03 and 2.04 of the 2018 Indenture do not apply to the Series 2023A Bond.

ARTICLE III

SERIES 2023A BOND

Section 3.01 Specific Title and Terms. There is hereby created and there shall be an additional series of Bonds entitled “City of Northfield, Minnesota, Hospital Revenue Bond, Series 2023A.”

The aggregate principal amount of the Series 2023A Bond that may be authenticated and delivered and Outstanding under this Indenture is limited to and shall not exceed \$5,980,000.

The Series 2023A Bond may be issued only as a typewritten fully registered Bond and shall mature on September 1, 2032. The Series 2023A Bond shall bear interest at the rate and on the dates set forth in the form thereof attached hereto as **Exhibit A**.

Interest on the Series 2023A Bond shall be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2023A Bond shall bear a date of its original issuance.

The principal of and premium, if any, and interest on the Series 2023A Bond shall be payable by check or draft drawn upon the Trustee and mailed on the applicable Interest Payment Date to the Bondholder of record in the Bond Register as of the close of business on the 15th day (whether or not a business day) of the calendar month immediately preceding each applicable Interest Payment Date for the Series 2023A Bond at the address of such Holder as it appears on the Bond Register without presentment; provided that, upon written request to the Trustee not later than the 15th day of the calendar month preceding the applicable Interest Payment Date by any of the Holders of the Series 2023A Bond, interest will be paid by wire transfer to an account of such Holder within the United States specified in such written request.

Section 3.02 Redemption. Section 4.02 of the 2018 Indenture is amended to add the following as paragraphs (g) and (h):

(g) Series 2023A Optional Redemption. The Series 2023A Bond is subject to redemption and prepayment by the City, in whole or in part, at the option of the City on any date, upon 30 days’ prior written notice to the Trustee and the Holder thereof, at a price of par plus accrued interest, without premium.

(h) The provisions of Article XIV of the Indenture do not apply to the Series 2023A Bond.

Section 3.03 Authentication and Delivery of the Series 2023A Bond. The Series 2023A Bond may forthwith upon the execution and delivery of this Indenture, or from time to time thereafter, be executed by the proper officials of the City and delivered to the Trustee for authentication, and shall thereupon be authenticated and delivered by the Trustee, but only upon receipt by the Trustee of the following:

(a) a copy of the City Resolution adopted and approved by the City Council authorizing the execution and delivery of this Indenture and the issuance and sale of the Series 2023A Bond;

(b) an original executed counterpart of this Series 2023A Supplement; and

(c) a request and authorization to the Trustee on behalf of the City and signed by its Mayor or other official specified in a City Resolution, to authenticate and deliver the Series 2023A Bond to the Holder therein identified upon payment to the Trustee, but for the account of the City, of a sum specified in such request and authorization. Such proceeds shall be paid over to the Trustee or retained by the City, as the case may be, and deposited as provided in Section 3.04 hereof.

Section 3.04 Deposit of Series 2023A Bond Proceeds. The City shall deposit with the Trustee the net proceeds of the sale of the Series 2023A Bond as follows:

(a) to the credit of the Construction Fund the sum of \$_____ (including \$_____ for Costs of Issuance) for the 2022 Project.

ARTICLE IV

APPLICATION OF TRUST MONEYS

Section 4.01 Hospital Fund. For the convenience and proper administration of the Revenues of the Hospital and for the payment of principal of and interest on the Series 2023A Bond, the Hospital Fund (the “Fund”) heretofore established shall continue to be in effect.

Section 4.02 Construction Account. Under Section 6.03 of the 2018 Indenture, the City has heretofore established with the Trustee the Construction Account, to which there shall be credited the proceeds of the sale of the Series 2023A Bond. The Trustee shall disburse moneys in the Construction Account to the City to pay or reimburse the City for the payment of the Costs of the Project upon receipt of a Draw Request executed by the Board Representative in the form attached hereto as **Exhibit B**. From the Construction Account the City or the Board shall pay all Costs of the Project and the Costs of Issuance of the Series 2023A Bond. Any balance remaining in the Construction Account after completion of the Project and payment of costs of issuance of the Series 2023A Bond shall be transferred to the Trustee for deposit in the Bond Fund herein established.

Section 4.03 Series 2023A Subaccount of the Bond Fund. Section 6.04 of the 2018 Indenture is amended to add the following as paragraph (e):

(e) As required by Section 6.04 of the 2018 Indenture, a special trust fund has heretofore been hereby established with the Trustee within the Bond Fund and designated as the “Series 2023A Subaccount of the Revenue Bond Debt Service Account” or “Series 2023A Subaccount of the Bond Fund”. None of the proceeds of the Series 2023A Bond will initially be credited to this account. In addition to the amounts required to be deposited in the Bond Fund pursuant to the 2018 Indenture for the payment of the Series 2015B Bond, the Series 2016A Bond, the Series 2016B Bond, and the Series 2022B Bond, the City shall deposit with the Trustee for credit to a separate Series 2023A Subaccount of the Bond Fund, from Net Revenues on a pro rata basis, on the 20th day of each and every month, commencing on October 20, 2023, an amount not less than the monthly installment to become due on the Series 2023A Bond on the 1st day of the next month as set forth in the Series 2023A Bond. The Series 2023A Bond Subaccount of the Bond Fund shall be used only to pay interest and principal due on the Series 2023A Bond.

On or before each Interest Payment Date with respect to the Series 2023A Bond, the Trustee shall withdraw from the Series 2023A Bond Subaccount of the Bond Fund an amount sufficient to pay the principal of, interest on, and redemption premium, if any, on the Series 2023A Bond on each such Interest Payment Date.

If, upon the Completion Date, any amounts are transferred by the Trustee from the Construction Account to the Series 2023A Bond Subaccount of the Bond Fund in accordance with Section 6.03 of the Original Indenture, said amount shall be set aside in a special escrow account and used to redeem the Series 2023A Bond on the first date upon which the Series 2023A Bond may be optionally redeemed in accordance with its terms. Pending such use, said funds shall be invested at the written direction of the Board Representative, provided that said funds shall not be

invested at a yield in excess of the yield of the Series 2023A Bond, computed in accordance with Section 148 of the Code.

Section 4.04. Financial Reporting.

(a) Within 30 days of the end of each fiscal quarter, commencing September 30, 2023, the Hospital shall provide the Holders of the Bonds and the City with quarterly financial statements and Days Cash on Hand calculations.

(b) Within 15 months of the end of each Fiscal year, the Hospital shall provide the Holders of the Bonds and the City, annual audited financial statements.

ARTICLE V

AMENDMENT OF 2018 INDENTURE

Section 5.01 2018 Indenture. Except as herein amended or as amended by the Series 2022B Supplement and this Series 2023A Supplement, all other terms and provisions of the 2018 Indenture remain in full force and effect.

IN WITNESS WHEREOF, the CITY OF NORTHFIELD, MINNESOTA, and COMPUTERSHARE TRUST COMPANY, N.A., as Trustee, have caused this Second Supplement to Second Amended and Restated Indenture of Trust to be executed in their respective corporate names, and attested by their duly authorized officers, and have caused their corporate seals to be hereunto affixed, all as of the day and year first written above.

CITY OF NORTHFIELD, MINNESOTA

By _____
Mayor

By _____
Clerk

COMPUTERSHARE TRUST COMPANY,
N.A., as Trustee

By _____
Its _____

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTIES OF DAKOTA AND RICE
CITY OF NORTHFIELD
HOSPITAL REVENUE BOND,
SERIES 2023A

No. R-____

INTEREST
RATE

MATURITY DATE

DATE OF
ISSUANCE

3.25%

September 1, 2032

January __, 2023

The City of Northfield, Minnesota, a municipality organized and existing under the Constitution, laws of the State of Minnesota and Charter of the City (hereinafter called the “City”), hereby promises to pay Community Resource Bank, a _____, its successors or registered assigns (the “Holder”), from the source and in the manner hereinafter provided, the principal sum of FOUR MILLION TWENTY THOUSAND and no hundredths DOLLARS (\$5,980,000), or so much thereof as has been advanced and remains unpaid from time to time (the “Principal Balance”), with interest thereon from the date hereof until paid or otherwise discharged at the rate of 3.25% per annum, in any coin or currency which at the time or times of payment is legal tender for the payment of public or private debts in the United States of America, in accordance with the terms hereinafter set forth.

Accrued interest on this Bond shall be payable monthly on the 1st day of each month, commencing March 1, 2023, and continuing through September 1, 2032 (the “Maturity Date”) in the amounts set forth in **Exhibit A** attached hereto. Payments of principal on this Bond shall be payable on each September 1, commencing September 1, 2023, and continuing through the Maturity Date in the amounts set forth in **Exhibit A** attached hereto. Payments shall be applied first to amounts which are neither principal nor interest, next to interest due on the Principal Balance and thereafter to reduction of the Principal Balance. If any Payment Date should not be a Business Day (as defined in the Indenture referred to below)) such payment shall be made on the next succeeding Business Day, without additional interest accruing thereon for the period after such Payment Date (whether or not such next succeeding Business Day occurs in a succeeding month) and such payment shall be treated as if received on the Payment Date.

This Bond is issued under a certain Second Amended and Restated Indenture of Trust, dated as of December 1, 2018 (the “2018 Indenture”), between the City and Wells Fargo, Bank National Association, as trustee, as supplemented by a First Supplement to Second Amended and

Restated Indenture of Trust, dated as of September 1, 2022 (the First Supplement”) and the Second Supplement to Second Amended and Restated Indenture of Trust, dated as of January 1, 2023 (the “Second Supplement”), between the City and Computershare Trust Company, N.A., in Minneapolis, Minnesota as trustee (the “Trustee,” which term includes any successor trustee under the Indenture) (collectively, the “Indenture”).

Upon the failure to pay the principal of or interest on this Bond when due or upon the occurrence of any Event of Default, as defined in the Indenture, interest on the Principal Balance shall accrue, from the date on which the Holder notifies the Borrower in writing of such Event of Default, at a rate per annum equal to the sum of the interest rate otherwise payable hereunder plus (a) 400 basis points, in the case of a monetary Event of Default; or (b) 200 basis points, in the case of a non-monetary Event of Default under the Indenture (“Default Rate”). A late payment fee in an amount equal to 5% of the delinquent amount shall be paid with respect to all payments not made within 10 days of the date due; provided however, that such late payment fee does not apply to any amounts due by reason of acceleration.

Upon a Determination of Taxability, as defined below, this Bond shall convert to a taxable obligation and the interest rate for interest accruing from the Date of Taxability, as defined in below, shall be adjusted to an interest rate per annum equal to the then current Initial Rate or Adjusted Rate divided by .65 (the “Taxable Rate”). Any interest accruing from the Date of Taxability which is retroactively due as a result of the interest rate adjustment shall be payable on the 1st day of the following month along with regularly scheduled principal payment and interest accruing from the previous payment date at the Taxable Rate. The interest rate as adjusted shall remain in effect through and including the Maturity Date. Notwithstanding anything to the contrary in the Indenture or this Bond, a Determination of Taxability will not constitute an Event of Default with respect to this Bond. For the purpose of this paragraph, a “Determination of Taxability” shall mean the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision, judgment or order of a court of competent jurisdiction, or an enactment of federal legislation which holds or provides in effect that the interest payable on this Bond is included, for federal income tax purposes under Section 103 of the Code in the gross income of the Holder hereof for any reason, if the period, if any, for contest or appeal of such action, ruling or decision by the City or the Holder or any other interested party has expired without any such contest or appeal having been properly instituted by the City, the Holder or any other interested party. The expenses of any such contest shall be paid by the party initiating the contest, and neither the Holder nor the City shall be required to contest or appeal any Determination of Taxability. The “Date of Taxability” shall mean that point in time, as specified in the determination, ruling, order, or decision, that the interest payable on this Bond becomes includible in the gross income of the Holder hereof for federal income tax purposes.

This Bond (the “Series 2023A Bond”) is issued in the principal amount of \$4,020,000 to finance the construction, installment and equipping of various improvements to the City’s existing hospital facilities (the “Hospital”) and capital expenditures related thereto (the “Project”), which Hospital is owned by the City. Reference is made to the Indenture, copies of which are on file with the Trustee, for a complete description of the agreements and covenants contained therein and a description of the trust estate pledged thereby.

This Series 2023A Bond is issued and secured on a parity with the City's existing Series 2015B Bond, Series 2016A Bond, the Series 2016B Bond and the Series 2022B Bond (all as defined in the Indenture) and the Indenture permits the City to issue additional bonds upon the terms set forth therein, which bonds, if issued, would be secured on a parity with the Series 2015B Bond, the Series 2016A Bond, the Series 2016B Bond, the Series 2022B Bond and this Series 2023A Bond (collectively, the "Bonds") by the Net Revenues and Trust Estate pledged under and defined in the Indenture.

This Series 2023A Bond is issued pursuant to and in full compliance with the City's Charter and the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 447.45 to 447.50, inclusive, as amended, and pursuant to the Indenture. The Series 2023A Bond is not a general obligation of the City and the taxing power of the City is not pledged to the payment of the Series 2023A Bond or the interest thereon. The Series 2023A Bond is a special, limited obligations of the City. Principal of, premium, if any, and interest on the Series 2023A Bond is payable solely out of the Net Revenues of the Hospital (together with certain proceeds of the Series 2023A Bond, except as otherwise provided therein, the net proceeds of insurance claims or condemnation awards or amounts realized from the sale or other disposition of the Trust Estate pursuant to the Indenture). The pledge of Net Revenues to the payment of Bonds is a first and prior lien on the Net Revenues. No Holder of this Series 2023A Bond shall ever have the right to compel any exercise of the full faith and credit and taxing power of the City to pay this Series 2023A Bond or the interest hereon, or to enforce payment thereof against any property of the City other than Net Revenues. The State of Minnesota and the Counties of Rice and Dakota shall not in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2023A Bond or for the performance of any pledge, obligation or agreement of any kind whatsoever that may be undertaken by the City. Neither the Series 2023A Bond nor any of the agreements or obligations of the City relating thereto shall be construed to constitute an indebtedness of the State of Minnesota, the Counties of Rice and Dakota or the City within the meaning of any constitutional or statutory provisions whatsoever, nor constitute or give rise to a pecuniary liability or be a charge against the general credit or taxing powers of the State, Counties or City. The issuance of this Series 2023A Bond does not cause the indebtedness of the City to exceed any constitutional or statutory or Charter limitation.

Additional bonds with a parity or subordinate lien to the lien of the Bonds on the Net Revenues of the Hospital may be issued by the City as provided in the Indenture.

The Series 2023A Bond is subject to redemption at the option of the City prior to the Maturity Date in whole on any date, upon 30 days' prior written notice to the Trustee and the Holder hereof, at a price equal to the principal amount thereof plus accrued interest to the date of redemption upon the occurrence of any of the following events: (1) the Hospital Facilities (as defined in the Indenture) shall have been damaged or destroyed to such extent that, in the reasonable opinion of the City, the completion time for the repair and restoration thereof will exceed six months, or (2) there occurs the condemnation of all or substantially all of the Hospital Facilities or the taking by eminent domain of such use or control of the Hospital Facilities so as to render the Hospital Facilities unsatisfactory for this intended use for a period of at least 90 days.

The Series 2023A Bond is subject to optional redemption and prepayment at the option of the City prior to the Maturity Date, in whole or in part, on any date, upon 30 days' prior written

notice to the Trustee and the Holder hereof, at a price equal to the principal amount hereof to be redeemed, plus accrued interest to the redemption date, without premium.

All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed Outstanding under the provisions of the Indenture.

If provision is made for the payment of principal of, premium, if any, and interest on this Series 2023A Bond in accordance with the Indenture, this Series 2023A Bond shall no longer be deemed Outstanding under the Indenture, shall cease to be entitled to the benefits of the Indenture and shall thereafter be payable solely from the funds provided for such payment.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the Holders of the Bonds at any time with the consent of the Holders of a majority in aggregate principal amount of the Bonds at the time Outstanding which are affected by such amendment or modification. The Indenture also contains provisions permitting Holders of a majority in aggregate principal amount of the Bonds of all series at the time Outstanding, on behalf of all the Holders of all the Bonds, to waive compliance by the City with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Bond shall be conclusive and binding upon such Holder and on all future Holders of this Bond and of any Bond issued in lieu hereof whether or not notation of such consent or waiver is made upon this Bond.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, to institute action to enforce the covenants therein, to take any action with respect to a default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this Bond is transferable on the Bond Register upon surrender of this Bond for transfer to the Trustee as Bond Registrar duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the City and the Bond Registrar duly executed by, the Holder hereof or its attorney duly authorized in writing, and thereupon a new Bond of the same series, for the same aggregate principal amount and of the same stated maturity and interest rate will be issued to the designated transferee or transferees.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the City or Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The City, the Trustee and any agent of the City may treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes whether or not this Bond is overdue, and neither the City, the Trustee nor any such agent shall be affected by notice to the contrary.

This Series 2023A Bond has been designated by the City as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all conditions, acts and things required to exist, to happen and to be performed precedent to or in the issuance of this Bond and the issue of which it is a part do exist, have happened and have been performed in regular and due form as required by law, and that the issuance of this Bond and the series of which it forms a part, together with all other obligations of the City, does not exceed or violate any constitutional, statutory or charter limitation of indebtedness.

Additional provisions of this Bond are contained on the reverse hereof and such provisions shall for all purposes have the same effect as though fully set forth hereon.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature of one of its authorized representatives, this Bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the City of Northfield, Dakota and Rice Counties, Minnesota, has caused this Bond to be executed in its behalf by the manual signatures of its Mayor and its City Clerk, the corporate seal of the City having been intentionally omitted as permitted by law, dated as of the date of issuance set forth above.

CITY OF NORTHFIELD, MINNESOTA

(facsimile) _____
Mayor

(facsimile) _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds of the series designated therein referred to in the within mentioned Indenture.

Computershare Trust Company, N.A., as
Trustee

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TENANT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA - _____ as custodian for _____

(Cust)

(Minor)

under the _____ Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint account.)

Exhibit A to Bond
Schedule of Principal and Interest Payments

EXHIBIT B

DRAW REQUEST

Computershare Trust Company, N.A.
600 South 4th Street, 7th Floor
MAC N9300-070
Minneapolis, MN 55415
Attn: Computershare Corporate Trust

Re: City of Northfield- Hospital Revenue Bond, Series 2023A

Sirs or Madam:

As Board Representative (as defined in that certain Second Amended and Restated Indenture of Trust, dated as of December 1, 2018, (the “Indenture”) executed by and between your bank and the City of Northfield, Minnesota (the “City”), as supplemented by a First Supplement to First Amended and Restated Indenture of Trust, dated as of September 1, 2022 and further supplemented by a Second Supplement to Second Amended and Restated Indenture of Trust, dated as of January 1, 2023, I hereby request as a disbursement from the Construction Account the sums identified on **Exhibit A** to be paid to the parties listed therein in payment (and/or reimbursement for payment previously made by the City) for the work described therein. All capitalized terms not defined herein shall have the meaning ascribed to those terms in the Indenture. A copy of each bill setting forth each item of Project Cost to be paid as herein provided is attached hereto.

I hereby certify as of the date of this Disbursement Request that:

(a) each item for which payment or reimbursement is requested is or was necessary in connection with the Project, qualifies as a Cost of the Project under the Indenture, and that none of such items has formed the basis for any previous payment from the Construction Account; and

(b) with respect to all Costs of the Project incurred and to be incurred under any construction contract which provides for the retention of a portion of the contract price, the total amount now and heretofore certified for payment for such Costs does not exceed the approved contract amount after deducting any portion still withheld by the City.

Dated: _____

CITY OF NORTHFIELD, MINNESOTA

By _____
Its Hospital Board Representative

EXHIBIT A
TO DRAW REQUEST

I. Direct Payments

<u>Name of Payee</u>	<u>Amount</u>	<u>Nature of Expense</u>
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II. Reimbursement of City for Prior Payments

<u>Amount</u>	<u>Nature of Expense</u>	<u>Wire Instructions</u>
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