

**RESOLUTION NO. 2020-003
ECONOMIC DEVELOPMENT AUTHORITY**

**APPROVAL OF A REVOLVING LOAN IN THE AMOUNT OF \$50,000.00 TO ALL FLEX FLEXIBLE CIRCUITS,
LLC FOR EQUIPMENT PURCHASE**

WHEREAS, The Citywide Revolving Loan Fund Program was established by the Northfield Economic Development Authority (EDA) to assist businesses with land and building purchases, new building construction, building renovation or expansion, the purchase of machinery and equipment, inventory, and working capital; and,

WHEREAS, All Flex Flexible Circuits, LLC (“All Flex”), is expanding manufacturing capacity by adding an addition 14,000 square foot production expansion and corresponding equipment at 1705 Cannon Lane, Northfield, MN; and,

WHEREAS, All Flex has requested \$50,000 from the Citywide Revolving Loan Program to assist with the equipment purchase costs; and,

WHEREAS, the EDA Loan Review Committee has reviewed the revolving loan application and supporting documentation from John Fallon representing All Flex and has determined that the Revolving Loan request is consistent with the criteria of the Citywide Revolving Loan program.

NOW THEREFORE BE IT RESOLVED that the City of Northfield Economic Development Authority approves a Citywide Revolving Loan in the amount of fifty thousand dollars (\$50,000.00) to All Flex Flexible Circuits, LLC from its EDA 293 Minnesota Investment Fund and authorizes its designated representatives to execute and seek execution of the requisite documentation for such Loan upon completion of said documentation.

BE IT FURTHER RESOLVED by the Economic Development Authority of the City of Northfield that the terms of the loan approval shall be payments of principal and interest thereon from the date of the executed Loan Agreement and accruing for sixty (60) months at an annual interest rate of one percent (1%).

Passed by the Northfield Economic Development Authority this 22nd day of October, 2020.

Mike Strobel, EDA President

Rachel Leatham, Its Vice President

**CITY OF NORTHFIELD ECONOMIC DEVELOPMENT AUTHORITY
NORTHFIELD REVOLVING LOAN FUND LOAN AGREEMENT**

THIS LOAN AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2020 (the "Effective Date,"), by and between All Flex Flexible Circuits, LLC, a Delaware limited liability company, 1705 Cannon Lane, Northfield, MN 55057 (the "Recipient"), and the City of Northfield Economic Development Authority, a public corporation and political subdivision of the State of Minnesota (the "EDA"); (collectively the "parties").

WITNESSETH:

WHEREAS, the EDA administers the Northfield Revolving Loan Fund Program to assist local businesses throughout the City in financing land and building purchases, building construction, renovation, and/or expansion, machinery and equipment purchases, inventory and working capital; and

WHEREAS, Recipient has applied to the EDA for a Revolving Loan in the amount of **Fifty Thousand and no/100ths Dollars (\$50,000.00)** to assist with the financing of Recipient's purchase of additional manufacturing equipment (the "Equipment") in order to expand local manufacturing capacity in conjunction with the \$300,000 Minnesota Investment Funds already secured for production expansion; and

WHEREAS, Recipient is the owner of the subject property upon which the Equipment will be installed located at 1705 Cannon Lane, Northfield, MN 55057 (the "Property"); and

WHEREAS, the EDA has determined that Recipient's loan application is consistent with the intent of the Northfield Revolving Loan Fund Program and has agreed to make a loan in the principal amount of **Fifty Thousand and no/100ths Dollars (\$50,000.00)** to Recipient from its EDA 293 Minnesota Investment Fund in accordance with the terms and conditions provided herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. AMOUNT AND TERMS OF THE LOAN.

- a. Loan. Subject to, and upon the terms and conditions herein set forth, the EDA agrees to make a loan to Recipient in the principal amount of **Fifty Thousand and no/100ths Dollars (\$50,000.00)** (the "Loan").
- b. Term. The Loan shall be amortized over a sixty (60) month period with the first payment due _____, 2020, and the final payment due on or before _____, 20____, in accordance with the Amortization Schedule attached hereto and incorporated herein by reference as Schedule A.

- c. Interest. Interest shall accrue for sixty (60) months on the unpaid principal balance of the Loan at an annual rate of one percent (1%) per annum (the “Loan Rate”).
 - d. Promissory Note. Recipient shall execute a Promissory Note in the amount of **Fifty Thousand and no/100ths Dollars (\$50,000.00)**.
 - e. Loan Payments. The loan amount amortized over sixty (60) months equals a monthly Loan payment of \$854.69. The Loan shall be repaid by Recipient in accordance with the Amortization Schedule attached hereto as Schedule A.
 - f. Disbursements. The Loan shall be disbursed to Recipient in one lump sum as provided herein below.
2. DISTRIBUTION OF LOAN FUNDS. The EDA will pay the sum of Fifty Thousand and No/100ths Dollars (\$50,000.00) (the “Loan Funds”) to the Recipient in a lump sum upon:
- a. Execution of this Agreement;
 - b. Execution of a Borrower’s Affidavit;
 - c. Execution and filing of a UCC1 for the Collateral in favor of the EDA; and
 - d. Execution of a Promissory Note.
3. REPRESENTATIONS OF RECIPIENT. Recipient warrants that the following statements are true:
- a. The statements and representations made in Recipient’s request/application for the Loan were at the time of the request/application and are as of the date hereof true and correct.
 - b. Recipient is in good standing with all public entities having any authority or jurisdiction over Recipient.
 - c. Recipient is currently in compliance with and shall at all times remain in compliance with all federal, state and local laws, rules and regulations which apply to Recipient.
 - d. Recipient shall use the Loan Funds for, and only for, the purposes stated in Recipient’s request/application or as otherwise approved by the EDA in the award of the Loan, specifically, to assist with the financing of Recipient’s purchase of the Equipment.
 - e. Recipient is current on local property tax and special assessment payments owing on the Property, which is the subject of this Agreement.

- f. Recipient shall continue to operate its business within the City of Northfield, Minnesota (the “City”) at all times during the term of this Agreement.
4. **DISCLOSURE BY RECIPIENT.** Recipient shall provide to the EDA, upon request, any and all business and financial records (but not in excess of the documents required by be produced pursuant to Section 9.4 of the Minnesota Investment Fund Loan Agreement between the parties dated upon the date of this Agreement) as may be necessary to confirm to the EDA that Recipient continues to be in good standing and operating successfully on the Property in the City and that the Loan Funds have been used and/or continue to be used in compliance with the approved purposes of the Loan. Recipient shall also provide to the EDA a year-end report annually until the Loan has been repaid in full following the Effective Date of this Agreement. “Year-end” shall be defined as December 31, with the year-end report being due by the following January 31. The year-end reports shall demonstrate to the EDA the status or completion of the purposes for which the Loan was given and shall document the continuing existence of the business on the Property in the City and whether the business has created or retained jobs and met the other terms and conditions of this Agreement.
5. **REPAYMENT OF LOAN FUNDS.** Recipient shall repay the Loan in monthly installments pursuant to the Amortization Schedule attached hereto as Schedule A. Monthly payments of principal and interest pursuant to Schedule A shall be due on the last day of the month, provided that should such date not be a business day, such payment shall be payable on the next business day. Any amount of principal and accrued interest which is not paid when due shall bear interest from the date on which such amount is due until such amount is paid in full, payable on demand, and if such event of default continues for more than sixty (60) days, then interest shall accrue at the rate of ten percent (10%) per annum. Interest shall be computed daily at the Loan Rate on the basis of the actual number of days in which all or any portion of the principal amount hereof is outstanding computed on the basis of a 365-day year. Recipient may prepay the Loan at any time without penalty. Principal and interest shall be payable in lawful money of the United States at the EDA’s offices located at 801 Washington Street, Northfield, Minnesota. If Recipient defaults on any material provision of this Agreement, then Recipient shall immediately repay the entire Loan Amount to the EDA. In addition, Recipient shall also pay any costs of collection, including but not limited to reasonable attorneys’ fees and expenses, incurred by the EDA in enforcing this obligation.
6. **SECURITY.** As security for the payment of principal and accrued interest under this Agreement, Recipient hereby grants the following to the EDA:
 - a. **Collateral.** A security interest in a specific piece of the Recipient’s Equipment listed on Schedule B attached hereto (the “Collateral”). Recipient shall not and nothing in this Section shall constitute or be deemed to constitute, a grant of authority to Recipient to, sell, lease, or otherwise dispose or encumber the Collateral, or any part of the Collateral, without prior written consent of the EDA, except in the ordinary course of business or as otherwise provided herein. The

security interest hereby created shall attach immediately upon execution of this Agreement, and concurrently therewith, Recipient shall execute a UCC Financing Statement (Form UCC1) against the asset(s) listed on Schedule B, attached hereto. The form UCC1 shall be promptly filed by Recipient with the Minnesota Secretary of State's Office at Recipient's sole cost and expense.

- b. Insurance. The Recipient shall maintain, at Recipient's cost and expense, commercial general liability and other policies of insurance for liability, wind, fire and other casualty purposes on the Property and Equipment identified in this Agreement.

7. EVENTS OF DEFAULT OF RECIPIENT. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

- a. Recipient shall fail to pay when due (whether by acceleration or otherwise) principal or interest under this Agreement, and any such default continues for a period of thirty (30) calendar days after Recipient receives notice thereof from the EDA;
- b. Recipient shall close or sell its business, relocate its business outside of the City, or otherwise fail to operate its business within the City, at any time during the term of this Agreement;
- c. Any representation or warranty made by or on behalf of Recipient in this Agreement, in any other Loan Document, including but not limited to this Agreement, or in any statement or certificate given in writing pursuant thereto or in connection therewith is false, misleading or incomplete in any material respect when made (or deemed to have been made);
- d. Recipient fails or neglects to perform, keep or observe any covenant set forth in this Agreement and the same has not been cured within thirty (30) calendar days after Recipient receives notice thereof from the EDA;
- e. Recipient shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- f. An involuntary case or other proceeding shall be commenced against Recipient seeking liquidation, reorganization or other relief with respect to it or its debts

under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against Recipient under the federal bankruptcy laws as now or hereafter in effect; or

- g. This Agreement, for any reason (other than the satisfaction in full of all amounts owing in connection with the Loan) ceases to be, or is asserted by Recipient not to be, a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms, and such occurrence has not been cured to the EDA's satisfaction within five (5) calendar days after Recipient receives notice thereof from the EDA.
- 8. EDA REMEDIES IN EVENT OF DEFAULT. If an Event of Default shall occur and be continuing or shall exist, the outstanding principal amount of the Loan and interest accrued thereon shall be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, except as provided in this paragraph, interest thereon shall accrue on the total amount of the Loan (principal and interest) outstanding from and after the date of default, and an action therefore shall immediately accrue. In the Event of Default, the EDA shall give written notice thereof to the Recipient at the address provided herein, or to such other address as the Recipient may inform the EDA in writing. In the event that any such default is not cured within Ten (10) days of the receipt of such notice, the Authority may, at its option, declare the entire balance due hereunder immediately due and payable without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise this option at a later date. After the date of default, payment by Recipient shall be applied first to interest and then to principal. If payments are in default more than sixty (60) days, interest on the unpaid principal balance shall accrue at Ten percent (10%) per annum. Said increased interest shall be as and for liquidated damages to EDA and shall not be considered a penalty. Recipient shall also pay any reasonable and documented costs of collection, including but not limited to reasonable attorneys' fees and expenses, incurred by the EDA in enforcing this obligation.

9. GENERAL TERMS.

- a. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and

holds the other harmless against any breach of the foregoing representation and warranty.

- c. Recitals. The recitals to this Agreement are made a part hereof and incorporated herein by reference.
- d. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.
- e. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the EDA and Recipient.
- f. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, Recipient agrees that the City of Northfield, the EDA, State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Recipient and involve transactions relating to this Agreement. Recipient agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- g. Compliance with Laws. Recipient shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Recipient is responsible.
- h. Interest by City/EDA Officials. No elected official, officer, or employee of the City of Northfield or the EDA shall, during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- i. Cumulative Rights. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the EDA is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- j. Indemnification. The Recipient expressly releases from and covenants and agrees to indemnify and hold the EDA and the City and its officers, agents, servants, employees harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of this Agreement or the Equipment and further releases such officers, employees, agents and members from any personal liability

in connection with handling funds pursuant to the terms of this Agreement. The indemnification provided hereunder shall not apply to intentional acts or the negligence of the individual or entity so indemnified. Recipient further agrees to pay, indemnify and hold the EDA and the City harmless from any and all costs, expenses and fees, including reasonable attorney's fees that may be incurred by the EDA or the City in enforcing this Agreement.

- k. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
 - l. **Data Practices.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
 - m. **No Waiver.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
 - n. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
 - o. **Entire Agreement.** These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
 - p. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
 - q. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any party, and any undischarged obligations of the EDA and Recipient arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
 - r. **Execution.** This Agreement may be executed simultaneously in two or more
- All Flex Loan Agreement Page 7 of 12

counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF the parties have caused these presents to be signed as of the date first above mentioned.

RECIPIENT:

ALL FLEX FLEXIBLE CIRCUITS, LLC

Date: _____

By: _____
John Fallon, Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by John Fallon, the Chief Financial Officer of All Flex Flexible Circuits, LLC, on behalf of the limited liability company and pursuant to the authority granted by its board of governors.

Notary Public

**THE CITY OF NORTHFIELD ECONOMIC
DEVELOPMENT AUTHORITY**

Date: _____

By: _____
Mike Strobel, Its President

Date: _____

By: _____
Andrew Ehrmann, Its Treasurer

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020,
by Mike Strobel, President and Andrew Ehrmann, Treasurer, on behalf of the City Northfield
Economic Development Authority.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103-2122
651-225-8840

SCHEDULE A

AMORTIZATION SCHEDULE FOR PRINCIPAL AND INTEREST PAYMENTS

Northfield EDA MIF Loan - All Flex Flexible Circuits, LLC

\$50,000 principal loan; 1% Interest; 5-year amortization; 5-year term

Years
5

Periods per year
12

Period	PMT	Interest	Principal Paid	Balance	Annual Rate
0				\$ 50,000.00	
1	\$854.69	\$41.67	\$813.02	\$ 49,186.98	1.00%
2	\$854.69	\$40.99	\$813.70	\$ 48,373.28	1.00%
3	\$854.69	\$40.31	\$814.38	\$ 47,558.90	1.00%
4	\$854.69	\$39.63	\$815.05	\$ 46,743.85	1.00%
5	\$854.69	\$38.95	\$815.73	\$ 45,928.12	1.00%
6	\$854.69	\$38.27	\$816.41	\$ 45,111.70	1.00%
7	\$854.69	\$37.59	\$817.09	\$ 44,294.61	1.00%
8	\$854.69	\$36.91	\$817.78	\$ 43,476.83	1.00%
9	\$854.69	\$36.23	\$818.46	\$ 42,658.38	1.00%
10	\$854.69	\$35.55	\$819.14	\$ 41,839.24	1.00%
11	\$854.69	\$34.87	\$819.82	\$ 41,019.42	1.00%
12	\$854.69	\$34.18	\$820.50	\$ 40,198.91	1.00%
13	\$854.69	\$33.50	\$821.19	\$ 39,377.72	1.00%
14	\$854.69	\$32.81	\$821.87	\$ 38,555.85	1.00%
15	\$854.69	\$32.13	\$822.56	\$ 37,733.29	1.00%
16	\$854.69	\$31.44	\$823.24	\$ 36,910.05	1.00%
17	\$854.69	\$30.76	\$823.93	\$ 36,086.12	1.00%
18	\$854.69	\$30.07	\$824.62	\$ 35,261.51	1.00%
19	\$854.69	\$29.38	\$825.30	\$ 34,436.20	1.00%
20	\$854.69	\$28.70	\$825.99	\$ 33,610.21	1.00%
21	\$854.69	\$28.01	\$826.68	\$ 32,783.53	1.00%
22	\$854.69	\$27.32	\$827.37	\$ 31,956.17	1.00%
23	\$854.69	\$26.63	\$828.06	\$ 31,128.11	1.00%
24	\$854.69	\$25.94	\$828.75	\$ 30,299.36	1.00%
25	\$854.69	\$25.25	\$829.44	\$ 29,469.92	1.00%
26	\$854.69	\$24.56	\$830.13	\$ 28,639.79	1.00%
27	\$854.69	\$23.87	\$830.82	\$ 27,808.97	1.00%
28	\$854.69	\$23.17	\$831.51	\$ 26,977.46	1.00%
29	\$854.69	\$22.48	\$832.21	\$ 26,145.25	1.00%
30	\$854.69	\$21.79	\$832.90	\$ 25,312.35	1.00%
31	\$854.69	\$21.09	\$833.59	\$ 24,478.76	1.00%
32	\$854.69	\$20.40	\$834.29	\$ 23,644.47	1.00%
33	\$854.69	\$19.70	\$834.98	\$ 22,809.49	1.00%
34	\$854.69	\$19.01	\$835.68	\$ 21,973.81	1.00%
35	\$854.69	\$18.31	\$836.38	\$ 21,137.43	1.00%
36	\$854.69	\$17.61	\$837.07	\$ 20,300.36	1.00%
37	\$854.69	\$16.92	\$837.77	\$ 19,462.59	1.00%
38	\$854.69	\$16.22	\$838.47	\$ 18,624.12	1.00%
39	\$854.69	\$15.52	\$839.17	\$ 17,784.95	1.00%

40	\$854.69	\$14.82	\$839.87	\$ 16,945.09	1.00%
41	\$854.69	\$14.12	\$840.57	\$ 16,104.52	1.00%
42	\$854.69	\$13.42	\$841.27	\$ 15,263.25	1.00%
43	\$854.69	\$12.72	\$841.97	\$ 14,421.29	1.00%
44	\$854.69	\$12.02	\$842.67	\$ 13,578.62	1.00%
45	\$854.69	\$11.32	\$843.37	\$ 12,735.24	1.00%
46	\$854.69	\$10.61	\$844.07	\$ 11,891.17	1.00%
47	\$854.69	\$9.91	\$844.78	\$ 11,046.39	1.00%
48	\$854.69	\$9.21	\$845.48	\$ 10,200.91	1.00%
49	\$854.69	\$8.50	\$846.19	\$ 9,354.72	1.00%
50	\$854.69	\$7.80	\$846.89	\$ 8,507.83	1.00%
51	\$854.69	\$7.09	\$847.60	\$ 7,660.23	1.00%
52	\$854.69	\$6.38	\$848.30	\$ 6,811.93	1.00%
53	\$854.69	\$5.68	\$849.01	\$ 5,962.92	1.00%
54	\$854.69	\$4.97	\$849.72	\$ 5,113.20	1.00%
55	\$854.69	\$4.26	\$850.43	\$ 4,262.77	1.00%
56	\$854.69	\$3.55	\$851.14	\$ 3,411.64	1.00%
57	\$854.69	\$2.84	\$851.84	\$ 2,559.79	1.00%
58	\$854.69	\$2.13	\$852.55	\$ 1,707.24	1.00%
59	\$854.69	\$1.42	\$853.26	\$ 853.98	1.00%
60	\$854.69	\$0.71	\$853.98	\$ -	1.00%

SCHEDULE B

COLLATERAL - UCC FINANCING STATEMENT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Nate Carlson, (507) 645-3069
B. E-MAIL CONTACT AT FILER (optional) Nate.Carlson@ci.northfield.mn.us
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Nathaniel Carlson, Economic Development Coordinator City of Northfield 801 Washington St. Northfield, MN 55057</div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME ALL FLEX FLEXIBLE CIRCUITS, LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS				
1705 Cannon Lane		CITY Northfield	STATE MN	POSTAL CODE 55057
COUNTRY USA				

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS				
		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME City of Northfield Economic Development Authority				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS				
801 Washington Street		CITY Northfield	STATE MN	POSTAL CODE 55057
COUNTRY USA				

4. COLLATERAL: This financing statement covers the following collateral:

Those certain items of equipment identified as (i) one (1) SDI Panel Cleaner (Model No.: IL4+24-TF); (ii) a Soldermask Final Cure Oven (Model No.: ST333); and (iii) one (1) Chemcut Conveyor (Style DD for Systems 070-7333).

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Instructions for UCC Financing Statement (Form UCC1)

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

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

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

ITEM INSTRUCTIONS

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

C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor's name.** Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1 -- either an organization's name (1a) or an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's correct name. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an abbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.

1a. **Organization Debtor Name.** "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is **not** an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company) is part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.

1b. **Individual Debtor Name.** "Individual Name" means the name of a natural person; this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box. Enter individual Debtor's surname (family name) in Individual's Surname box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/Initial(s) box.

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

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

1c. Enter a mailing address for the Debtor named in item 1a or 1b.

2. **Additional Debtor's name.** If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.

3. **Secured Party's name.** Enter name and mailing address for Secured Party or Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). If there has been a full assignment of the initial Secured Party's right to be Secured Party of record before filing this form, either (1) enter Assignor Secured Party's name and mailing address in item 3 of this form and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Assignee's name and mailing address in item 3 of this form and, if desired, also attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.

4. **Collateral.** Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

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

5. If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in item 5. If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.

6a. If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility and the initial financing statement is filed in connection with a Public-Finance Transaction or Manufactured-Home Transaction, check only that a Debtor is a Transmitting Utility.

6b. If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under other law.

7. **Alternative Designation.** If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consignor, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), bailee and bailor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.

8. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.