

THIRD AMENDMENT AND SUPPLEMENT TO TRUST INDENTURE

between

CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY,
as Issuer

and

COMPUTERSHARE TRUST COMPANY, N.A.
as agent and attorney in fact for Wells Fargo Bank, N.A.,
as Bond Trustee

City of St. Petersburg Health Facilities Authority
Health Facilities Revenue Refunding Bonds
(All Children's Hospital, Inc. Obligated Group), Series 2012A

Dated as of May 1, 2023

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THIRD AMENDMENT AND SUPPLEMENT TO TRUST INDENTURE

THIS THIRD AMENDMENT AND SUPPLEMENT TO TRUST INDENTURE dated as of May 1, 2023 (this "Third Supplemental Indenture") amends and supplements a Trust Indenture dated as of June 1, 2012 (the "Original Indenture") as previously amended by the First Amendment and Supplement to Trust Indenture dated November 1, 2014 (the "First Supplemental Indenture") and as further amended by the Second Amendment and Supplement to Trust Indenture dated May 1, 2019 (the "Second Supplemental Indenture" and together with the Original Indenture, the First Supplemental Indenture and this Third Supplemental Indenture, the "Indenture") each between the CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY, a public body corporate and politic of the State of Florida (the "Issuer"), and COMPUTERSHARE TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as agent and attorney in fact for Wells Fargo Bank, N.A. as Bond Trustee (the "Bond Trustee");

RECITALS

WHEREAS, on June 28, 2012, the Issuer authorized and issued its \$102,400,000 original par amount Health Facilities Revenue Refunding Bonds (All Children's Hospital, Inc. Obligated Group), Series 2012A (the "Series 2012A Bonds" also referred to herein as the "Bonds") pursuant to Chapter 154, Part III, Florida Statutes, as amended, the Constitution of the State of Florida and other applicable provisions of law (collectively, the "Act");

WHEREAS, the proceeds derived from the sale of the Series 2012A Bonds were loaned to Johns Hopkins All Children's Hospital, Inc., successor to All Children's Hospital, Inc., a Florida not-for-profit corporation (together with its successors and assigns and any surviving, resulting or transferee corporation, "All Children's", also referred to herein as, the "Company"), pursuant to a Loan Agreement dated as of June 1, 2012 between All Children's and the Issuer (the "2012 Loan Agreement");

WHEREAS, the Series 2012A Bonds were purchased by Wells Fargo Municipal Capital Strategies, LLC (the "Holder" and also referred to herein as the "Bank") for its own account and not with a present view for public resale, and the Holder continues to hold 100% of the outstanding Series 2012A Bonds;

WHEREAS, The Johns Hopkins Health System Corporation (the "JH Corporation") became the sole member of All Children's in 2011;

WHEREAS, All Children's joined together with the current members of an obligated group associated with JH Corporation, the members of which are currently JH Corporation, The Johns Hopkins Hospital, Johns Hopkins Bayview Medical Center, Inc., Suburban Hospital, Inc., Suburban Hospital Healthcare System, Inc. and Howard County General Hospital, Inc., each a nonprofit corporation incorporated and existing under the laws of the State of Maryland, and Lucy Webb Hayes National Training School for Deaconesses and Missionaries d/b/a Sibley

Memorial Hospital, a nonprofit corporation incorporated and existing under the laws of the District of Columbia (collectively, together with All Children's, the "JH Health System Obligated Group");

WHEREAS, the JH Health System Obligated Group is a party to and acts under the Amended and Restated Master Loan Agreement dated as of March 2, 1999 among the Maryland Health and Higher Educational Facilities Authority (the "Maryland Authority") and the JH Health System Obligated Group, as amended and supplemented (as the same may be further amended and supplemented, the "JH Health System Master Loan Agreement");

WHEREAS, the Indenture of Trust dated as of November 17, 1988, as amended and supplemented (as the same may be further amended and supplemented, the "JH Health System Indenture") further secures the obligations of the JH Health System Obligated Group and is between the Maryland Authority and The Bank of New York Mellon, as successor trustee (together with any successor, the "JH Health System Master Trustee");

WHEREAS, in order to secure the Series 2012A Bonds, the JH Corporation previously issued a promissory note (the "JH Obligation") which has been certified as constituting a Parity Obligation under and as defined in the JH Health System Master Loan Agreement and the JH Health System Indenture, and in particular by that certain Fortieth Supplemental Indenture of Trust and Supplemental Master Loan Agreement dated as of November 1, 2014 (the "Fortieth Supplement") among the Maryland Authority, the JH Health System Obligated Group and the JH Health System Master Trustee;

WHEREAS, in order to accommodate All Children's joining the JH Health System Obligated Group the Issuer and the Bond Trustee entered into the First Supplemental Indenture in order to document such new security for the Series 2012A Bonds by the JH Obligation;

WHEREAS, in order to revise and replace certain provisions relating to the interest rate and tender provisions on the Series 2012A Bonds the Issuer and the Bond Trustee entered into the Second Supplemental Indenture;

WHEREAS, All Children's has now requested that the Issuer and the Bond Trustee enter into this Third Supplemental Indenture in order to revise and replace certain interest rate provisions relating to the London interbank offered rate with provisions relating to the secured overnight financing rate as set forth herein;

WHEREAS, the Issuer is authorized by law and deems necessary, in accordance with its powers described above and based upon the request of All Children's, to undertake certain further amendments to the Original Indenture, as amended by the First Supplemental Indenture and the Second Supplemental Indenture, which amendments have been consented to by the Holder;

WHEREAS, the execution and delivery of this Third Supplemental Indenture has been in all respects duly and validly authorized by a resolution duly adopted and approved by the Issuer; and

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH and it is expressly declared that the recitals set forth above are hereby incorporated herein and the following amendments shall be hereby agreed to, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Bond Trustee and the Holder, together with the other future respective owners from time to time of the Series 2012A Bonds as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Third Supplemental Indenture, unless the context or use clearly indicates another or different meaning or intent, the following terms shall have the following meanings, and any other words and terms defined in the Original Indenture, the First Supplemental Indenture or the Second Supplemental Indenture shall have the same meanings when used herein as assigned to them in the Original Indenture, First Supplemental Indenture or Second Supplemental Indenture, as applicable, unless superseded by this Third Supplemental Indenture.

Section 1.02. Additional Definitions.

"**SOFR**" means a per annum rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"**SOFR Index Rate**" means a per annum rate of interest established on each Computation Date and effective on the related SOFR Index Reset Date equal to the sum of: (a) the product of the Term SOFR multiplied by the Applicable Factor; plus (b) the product of the Applicable Spread multiplied by the Margin Rate Factor, determined as provided in Section 202 hereof.

"**SOFR Index Rate Conversion Date**" means (a) the date on which the Bonds begin to bear interest at the SOFR Index Rate or (b) if the Bonds have previously borne interest at the SOFR Index Rate during a SOFR Index Rate Period then ending, the Bank Purchase Date occurring at the end of the then ending SOFR Index Rate Period.

"**SOFR Index Rate Period**" means (a) the Subsequent Index Rate Period and (b) each period thereafter from and including a SOFR Index Rate Conversion Date to but excluding the

earliest of (i) the immediately succeeding Bank Purchase Date, (ii) the immediately succeeding Conversion Date and (iii) the Maturity Date.

"SOFR Index Reset Date" means the first Business Day of each month.

"Term SOFR" means, for any Computation Date, the Term SOFR Reference Rate for a tenor comparable to a one-month period on such Computation Date, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Computation Date, the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator. Notwithstanding anything herein to the contrary, during any period of time while Term SOFR, determined as provided above, would be less than zero percent (0.0%), Term SOFR shall be deemed to be zero percent (0.0%).

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Calculation Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

Section 1.03. Amendment of Definitions.

(a) The following definitions set forth in the Original Indenture, as amended, are hereby amended and restated to read as follows (deletions indicated by ~~strikethrough text~~, additions indicated by double underline text):

"Applicable Factor" means (a) during the Subsequent Index Rate Period, 80%, provided that upon any change in the Maximum Federal Corporate Tax Rate during such Subsequent Index Rate Period, the Applicable Factor shall mean a percentage equal to the greater of (i) the Applicable Factor multiplied by the Margin Rate Factor and (ii) 70%, and (b) during any other ~~LIBORSOFR~~ Index Rate Period, 80%, or with an Opinion of Bond Counsel, such other percentage as may be designated in writing by the Company as the Applicable Factor for such Index Rate Period pursuant to Section 202(g); provided that upon any change in the Maximum Federal Corporate Tax Rate during such other ~~LIBORSOFR~~ Index Rate Period, the Applicable Factor shall mean a percentage equal to the greater of (i) the Applicable Factor multiplied by the Margin Rate Factor and (ii) 70%.

"**Applicable Spread**" means, with respect to each Index Rate Period, the following:

(a) During the Subsequent Index Rate Period, forty-five basis points (0.45%); provided, however, that in the event the current credit ratings assigned to any Parity Debt (each a "Rating") by Fitch, Moody's or S&P (in each case, if then maintaining a Rating on Parity Debt) shall fall below the current ratings of AA-/Aa3/AA-, the Applicable Spread shall be the number of basis points associated with such new Rating as set forth in the following schedule:

LEVEL	S&P RATING	FITCH RATING	MOODY" <u>MOODY'S</u> RATING	<u>APPLICABLE</u> <u>APPLICABLE</u> SPREAD
I	AA-	AA-	Aa3	45 basis points
II	A+	A+	A1	45 basis points
III	A	A	A2	45 basis points
IV	A-	A-	A3	55 basis points
V	BBB+	BBB+	Baal	70 basis points
VI	BBB	BBB	Baa2	95 basis points
VII	BBB-	BBB-	Baa3	145 basis points

In the event of a split Rating or differing Ratings as between and among Fitch, Moody's and/or S&P, as applicable, and (i) all three of Fitch, Moody's and S&P provide a Rating and all three of such Ratings are in different Levels in the table above, the Applicable Spread shall be based on the Level where the middle Rating appears in the table above, except if any Rating is lower than the Ratings specified in Level VII in the table above, the Applicable Spread shall be based on the lowest Rating, (ii) all three of Fitch, Moody's and S&P provide a Rating and two of the three Ratings are in the same Level in the table above, the Applicable Spread shall be based on the Level where the two like Ratings appear in the table above, except if an ACy Rating is lower than the Ratings specified in Level VII in the table above, the Applicable Spread shall be based on the lowest Rating, and (iii) only two of Fitch, Moody's and S&P provide a Rating, the Applicable Spread shall be based on the Level where the lower Rating appears in the table above.

Any change in the Applicable Spread resulting from a change in a Rating shall be and become effective as of and on the ~~LIBOR~~ SOFR Index Reset Date or SIFMA Rate Reset Date, as applicable, immediately following the announcement of the change in such Rating. References to ratings levels above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system, including, without limitation, any recalibration or realignment of Rating in connection with the adoption of a "global" rating scale, the Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system that most closely approximates the applicable rating category as currently in effect.

(b) During any Index Rate Period other than the Subsequent Index Rate Period, the number of basis points determined by the Market Agent on or before the first day of such Index Rate Period and designated by the Company in accordance with Section 202(g) (which shall

include a schedule for the Applicable Spread based upon the Ratings as described in subparagraph (a) of this definition) that, when added to the SIFMA Index or the product of the ~~LIBOR INDEX~~ Term SOFR multiplied by the Applicable Factor, as applicable, would equal the minimum interest rate per annum that would enable the Bonds to be sold on such date at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon).

"Computation Date" means (i) during each SIFMA Index Rate Period, Wednesday of each week, or if any Wednesday is not a Business Day, the next succeeding Business Day and (ii) during each ~~LIBOR-SOFR~~ Index Rate Period, the second ~~London Business Day~~ U.S. Government Securities Business Day preceding each ~~LIBOR~~SOFR Index Reset Date.

"Index Rate" means the ~~LIBOR~~SOFR Index Rate and the SIFMA Index Rate, as applicable.

"Margin Rate Factor" means the product of (a) one minus the Maximum Federal Corporate Tax Rate in effect on the ~~LIBOR~~SOFR Index Reset Date or the SIFMA Rate Reset Date, as applicable, multiplied by (b) the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect on the Margin Rate Factor Effective Date. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change

(b) The following terms in the Original Indenture or the Second Supplemental Indenture, as applicable, are hereby deleted in their entirety.

"LIBOR Index"

"LIBOR Index Rate"

"LIBOR Index Rate Conversion Date"

"LIBOR Index Rate Period"

"LIBOR Index Reset Date"

"London Business Day"

ARTICLE II

AMENDMENTS

The Original Indenture is hereby amended, in accordance with Section 1002 of the Original Indenture, to provide for the following described amendments.

Section 2.01. Amendment to Section 201(c) of the Original Indenture.

The second paragraph of Section 201(c) of the Original Indenture is hereby amended and restated in its entirety to read as follows (deletions shall be indicated by ~~striketrough text~~ and additions shall be indicated by double underline text):

The amount of interest payable with respect to any Bonds on any Interest Payment Date shall be computed (1) during Daily Rate Periods, Weekly Rate Periods, SIFMA Index Rate Periods or Commercial Paper Rate Periods, on the basis of a 365- or 366-day year for the number of days actually elapsed, based on the calendar year in which the Daily Rate Period, Weekly Rate Period, SIFMA Index Rate Period or the Commercial Paper Rate Period commences, (2) during the Fixed Rate Periods, on the basis of a 360-day year of twelve (12) 30-day months and (3) during the LIBORSOFR Index Rate Periods, on the basis of 360-day year for the actual number of days elapsed, calculated by multiplying the Outstanding principal amount by the LIBORSOFR Index Rate, dividing that sum by 360, and multiplying that amount by the actual days elapsed.

Section 2.02. Amendment to Section 202 of the Original Indenture.

The first paragraph of Section 202 of the Original Indenture is hereby amended and restated in its entirety to read as follows (deletions shall be indicated by ~~striketrough text~~ and additions shall be indicated by double underline text):

Section 2.02 Interest Rates and Interest Rate Periods. The Bonds shall bear interest at the Index Rate, Purchaser Rate, Daily Rate, Weekly Rate, Commercial Paper Rate or Fixed Rate, determined as provided in this Section; except that in no event will the interest rate on any Bonds exceed the Maximum Rate. All Bonds shall accrue interest at the LIBORSOFR Index Rate on ~~the Issue Date~~ [May 1, 2023] and thereafter unless and until the rate period for the Bonds is converted to a different rate period pursuant to this Section. ~~During the initial LIBOR Index Rate Period, i~~ Interest shall be payable ~~beginning on August 1, 2012, and~~ on each Interest Payment Date thereafter. All determinations of interest rates and rate periods pursuant to this Section shall be conclusive and binding upon the Issuer, the Company, the Trustee, the Bank, an LOC Bank, and the registered owners and beneficial owners of the Bonds to which such rates are applicable. The Bonds may operate at any time in any one type of rate period, *provided that* all Bonds shall operate in the same type of rate period at any given time; and *provided, further, that* during each Index Rate Period, all Bonds shall bear interest at the same Index Rate.

Section 2.03. Amendment to Section 202(e)(2) of the Original Indenture.

Section 202(e)(2) of the Original Indenture is hereby amended and restated in its entirety to read as follows (deletions shall be indicated by ~~striketrough text~~ and additions shall be indicated by double underline text):

During each ~~LIBORSOFR~~ Index Rate Period, the Bonds shall, subject to Sections 202(e)(3), 202(e)(4) and 202(e)(5), bear interest at the ~~LIBORSOFR~~ Index Rate. The Calculation Agent shall determine the ~~LIBORSOFR~~ Index Rate on each Computation Date during the ~~LIBORSOFR~~ Index Rate Period, and such rate shall become effective on the ~~LIBORSOFR~~ Index Reset Date next succeeding the Computation Date and interest at such rate shall accrue each day during such ~~LIBORSOFR~~ Index Rate Period, commencing on and including the first day of such period but excluding the last day of such period. Promptly following the calculation of the ~~LIBORSOFR~~ Index Rate, the Calculation Agent shall give notice thereof to the Trustee and the Company. If the ~~LIBORSOFR~~ Index Rate is not determined by the Calculation Agent on the Computation Date, the rate of interest borne on such Bonds shall be the rate in effect for the immediately preceding period (i.e., the rate set by the Calculation Agent on the preceding Computation Date) until the Calculation Agent next determines the ~~LIBORSOFR~~ Index Rate on the next succeeding Calculation Date and becomes effective on the next succeeding ~~LIBORSOFR~~ Index Reset Date, as required hereunder. The ~~LIBORSOFR~~ Index Rate shall be rounded ~~upward~~ to the fifth decimal place. ~~The LIBOR Index Rate for the period commencing on and including the Issue Date until but excluding August 1, 2012, shall be equal to 0.67168%.~~

Section 2.04. Amendment to Section 202(g)(1) of the Original Indenture.

The first paragraph of Section 202(g)(1) of the Original Indenture is hereby amended and restated in its entirety to read as follows (deletions shall be indicated by ~~striketrough text~~ and additions shall be indicated by double underline text):

(1) Notice by Company; New Applicable Spread. The Company shall give notice of any proposed conversion and the proposed Conversion Date to the Trustee not less than thirty (30) days prior to the proposed Conversion Date; *provided that* during any Index Rate Period, the Company shall give notice of any proposed conversion and the proposed Conversion Date to the Trustee and the Bank not less than sixty (60) days prior to the proposed Conversion Date. Such notice shall state each of the items set forth in Paragraph 2 below and, if an Index Rate is to be in effect immediately following such Conversion Date:

- (A) whether such Index Rate shall be a SIFMA Index Rate or a ~~LIBORSOFR~~ Index Rate;
- (B) the new Bank Purchase Date;
- (C) the new Applicable Spread; and

(D) if such Index Rate shall be a ~~LIBOR~~SOFR Index Rate, the new Applicable Factor.

Section 2.05. Amendment to Exhibit A-2 of the Original Indenture.

Exhibit A-2 to the Original Indenture is hereby deleted in its entirety and replaced by Exhibit A-2 attached hereto; and all references in the Original Indenture to Exhibit A-2 shall be references to Exhibit A-2 as hereby amended.

Section 2.06. Use of Amended Terms. For the avoidance of doubt and for clarity, for all purposes set forth herein, including Article I hereof, the amendments and provisions set forth in this Third Supplemental Indenture shall be in full force and effect upon May 1, 2023. The amendments and provisions set forth in this Third Supplemental Indenture take precedence over the amendments and provisions in the First Supplemental Indenture and the Second Supplemental Indenture to the extent of any conflict therewith.

MISCELLANEOUS

Section 3.01. Titles, Headings, Etc. The titles and headings of the articles, sections and subdivisions of this Third Supplemental Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms of provisions hereof.

Section 3.02. Severability. In the event any provision of this Third Supplemental Indenture 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 3.03. Governing Law. This Third Supplemental Indenture shall be governed and construed in accordance with the laws of the State of Florida.

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IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be executed by its duly authorized officers, all as of the date first above written.

**CITY OF ST. PETERSBURG HEALTH
FACILITIES AUTHORITY**

(SEAL)

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

[First Signature Page | Third Amendment and Supplement to Trust Indenture]

COMPUTERSHARE TRUST COMPANY, N.A. as
agent and attorney in fact for Wells Fargo Bank,
N.A. as Bond Trustee

By: _____
Name: _____
Title: _____

Pursuant to and in accordance with Section 1002 of the Original Indenture, this Third Amendment and Supplement to Trust Indenture is hereby consented to by the Holder, as holder of 100% of the Series 2012A Bonds:

**WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC, as Holder**

By: _____
Name: _____
Title: _____

[Second Signature Page | Third Amendment and Supplement to Trust Indenture]

**EXHIBIT A-2
TO TRUST INDENTURE**

(FORM OF BOND - INDEX RATE)

**THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN ACCORDANCE WITH
SECTION 205 OF THE INDENTURE**

**UNITED STATES OF AMERICA
STATE OF FLORIDA**

Registered
No. R-2

\$102,400,000

**CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY
HEALTH FACILITIES REVENUE BONDS
(ALL CHILDREN'S HOSPITAL, INC. OBLIGATED GROUP)
SERIES 2012A**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
Index Rate (as provided herein)	November 15, 2034	June 28, 2012	793309JM8

Registered Owner: WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC

Principal Amount: ONE HUNDRED TWO MILLION FOUR HUNDRED THOUSAND
DOLLARS (\$102,400,000)

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture described herein.

The City of St. Petersburg Health Facilities Authority (the "Issuer"), a public body corporate and politic of the State of Florida (the "State"), for value received, promises to pay, but solely from the sources herein specified to the registered owner named above, or registered assigns, the principal amount stated above on the maturity date stated above, except as the provisions herein set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on said principal amount at the interest rate per annum determined as herein provided, initially at an Index Rate, from the date of Bonds stated above or from the most recent interest payment date to which interest has been paid or duly provided for, payable on each interest payment date as herein described, until said principal amount is paid.

Method and Place of Payment. The principal of, redemption premium, if any, and interest on this Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this Bond shall be payable by check

or draft to the registered owner at the maturity or redemption date upon presentation and surrender of this Bond at the principal corporate trust office or other designated payment office of Computershare Trust Company, N.A., St. Paul, Minnesota (the "Trustee"). The interest payable on this Bond on any Interest Payment Date shall be paid by the Trustee to the registered owner of this Bond appearing on the bond register maintained by the Trustee at the close of business on the Record Date for such interest, and, until such time as this bond is converted to another interest rate mode, shall be paid on the first Business Day of each month, commencing, August 1, 2012, by electronic wire transfer (or upon request by check or draft mailed) in immediately available funds to the bank for credit to the ABA routing number and account number filed with the Trustee no later than five (5) Business Days before the applicable Record Date.

Authorization of Bonds. This Bond is one of a duly authorized series of bonds of the Issuer designated "Health Facilities Revenue Bonds (All Children's Hospital, Inc. Obligated Group), Series 2012A," in the aggregate principal amount of \$102,400,000 (the "Bonds"), issued pursuant to the authority of and in full compliance with the applicable laws of the State and pursuant to proceedings duly had by the Issuer. The Bonds are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture, dated as of June 1, 2012 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the "Indenture"), between the Issuer and the Trustee, for the purpose of making a loan to John Hopkins All Children's Hospital, Inc. successor to All Children's Hospital, Inc., a Florida non-profit corporation (the "Company"), to provide funds for the purposes described in the Indenture. The loan will be made pursuant to a Loan Agreement, dated as of June 1, 2012 (said Loan Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the "Loan Agreement"), between the Issuer and the Company.

Further reference is hereby made to a Master Trust Indenture dated as of December 1, 2002 (referred to herein as the "Original Master Indenture"), between the Members of the Obligated Group (as defined in the Original Master Indenture) and U.S Bank National Association (formerly SunTrust Bank), as Master Trustee, as supplemented by Supplemental Indenture No. 9, dated as of June 1, 2012, between the Initial Member of the Obligated Group and the Master Trustee (the "Supplement" and together with certain other supplements the Original Master Indenture, collectively referred to herein as the "Master Indenture").

In order to provide security for the repayment of the Bonds, the Company is concurrently issuing to the Trustee its All Children's Obligated Group — All Children's Hospital, Inc. Obligation No. 13 (2012A Financing) (the "Series 2012A Obligation") in the principal amount of \$102,400,000. The principal amount of the Series 2012A Obligation is equal to the principal amount of the loan being made by the Issuer to the Company.

Under the Indenture, the Issuer has pledged and assigned certain of its rights under the Loan Agreement, including the right to receive all Loan Payments thereunder, to the Trustee as security for the Bonds. Reference is hereby made to the Indenture, which may be inspected at the principal corporate trust office of the Trustee, for a description of the property pledged and

assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Bonds, and the rights, duties and obligations of the Issuer, the Trustee and the registered owners of the Bonds, and a description of the terms upon which the Bonds are issued and secured, upon which provision for payment of the Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Bonds.

Interest Rate Provisions. The Bonds shall bear interest at Index Rates, Daily Rates, Weekly Rates, Commercial Paper Rates or the Fixed Rate, determined as provided in the Indenture, from their date or from the most recent Interest Payment Date to which interest has been paid or duly provided for; provided that in no event will the interest rate on any Bonds exceed the Maximum Rate. The Bonds may operate at any time in any one type of rate period, provided that all Bonds shall operate in the same type of rate period at any given time and during each Index Rate Period, all Bonds shall bear interest at the same Index Rate. All Bonds shall accrue interest at a SOFR Index Rate on the date of original issuance and thereafter unless and until the rate period for the Bonds is converted to a different rate period pursuant to the Indenture. The Calculation Agent shall notify the Trustee and the Company of the Index Rate for each Index Rate Period in accordance with the Indenture.

Interest shall be payable in arrears on each Interest Payment Date, commencing on the first Interest Payment Date after the date of original issuance of the Bonds. The amount of interest payable with respect to any Bonds on any Interest Payment Date shall be computed (1) during SIFMA Index Rate Periods on the basis of a 365- or 366-day year for the number of days actually elapsed, based on the calendar year in which the SIFMA Index Rate Period commences, and (2) during the SOFR Index Rate Periods, on the basis of 360-day year for the actual number of days elapsed, calculated by multiplying the Outstanding principal amount by the SOFR Index Rate, dividing that sum by 360, and multiplying that amount by the actual days elapsed.

Each interest rate in effect for Bonds shall be available to owners on the date such interest rate is determined, from the Trustee at their principal offices.

Provisions specific to the Index Rate Period are as follows:

(1) During each SIFMA Index Rate Period, the Bonds shall, subject to Paragraphs (3), (4) and (5) below, bear interest at the SIFMA Index Rate. The Calculation Agent shall determine the SIFMA Index Rate on each Computation Date during the SIFMA Index Rate Period, and such rate shall become effective on the SIFMA Rate Reset Date next succeeding such Computation Date and interest at such rate shall accrue each day during such SIFMA Index Rate Period, commencing on and including the first day of such period to but excluding the last day of such period. The SIFMA Index Rate shall be rounded upward to the second decimal place. Promptly following the calculation of the SIFMA Index Rate, the Calculation Agent shall give notice thereof to the Trustee. If the SIFMA Index Rate is not determined by the Calculation Agent on the Computation Date, the rate of interest borne on such Bonds shall be the rate in effect for the immediately preceding period (i.e., the rate set by the Calculation Agent on the preceding

Computation Date) until the Calculation Agent next determines the SIFMA Index Rate on the next succeeding Calculation Date and become effective on the next succeeding SIFMA Rate Reset Date as required hereunder.

(2) During each SOFR Index Rate Period, the Bonds shall, subject to Paragraphs (3), (4) and (5) below, bear interest at the SOFR Index Rate. The Calculation Agent shall determine the SOFR Index Rate on each Computation Date during the SOFR Index Rate Period, and such rate shall become effective on the SOFR Index Reset Date next succeeding the Computation Date and interest at such rate shall accrue each day during such SOFR Index Rate Period, commencing on and including the first day of such period to but excluding the last day of such period. Promptly following the calculation of the SOFR Index Rate, the Calculation Agent shall give notice thereof to the Trustee and the Company. If the SOFR Index Rate is not determined by the Calculation Agent on the Computation Date, the rate of interest borne on such Bonds shall be the rate in effect for the immediately preceding period (i.e., the rate set by the Calculation Agent on the preceding Computation Date) until the Calculation Agent next determines the SOFR Index Rate on the next succeeding Calculation Date and becomes effective on the next succeeding SOFR Index Reset Date, as required hereunder. The SOFR Index Rate shall be rounded to the fifth decimal place.

(3) **Default Rate During Index Rate Period.** Notwithstanding the foregoing provisions of this Section, but subject to the exception that in no event will the interest rate on any Bonds exceed the Maximum Rate., upon the occurrence and continuation of an Event of Default, from and after the effective date of such Event of Default, the interest rate for Bonds in an Index Rate Period and for Unremarketed Bonds shall be established at a rate at all times equal to the greater of (A) the Default Rate and (B) the interest rate that otherwise would be applicable to the Bonds but for the provisions of this paragraph, payable on demand to the Bank.

(4) **Taxable Rate.** From and after any Taxable Date, the interest rate on Bonds in an Index Rate Period or on Unremarketed Bonds shall be established at a rate at all times equal to the Taxable Rate.

(5) **Purchaser Rate.** In the event of a failure of the Company to pay the purchase price upon a mandatory tender on a Bank Purchase Date, the rate of interest on Unremarketed Bonds shall be determined as set forth in Section 402(c) of the Indenture.

Redemption of Bonds Prior to Maturity. The Bonds are subject to redemption and tender for purchase prior to their stated maturity, in accordance with the terms and provisions of the Indenture.

Transfer and Exchange. This Bond, bearing interest at an Index Rate or the Purchaser Rate, may be transferred without limitation to any Affiliate of the Bank or to a trust or custodial arrangement established by the Bank, each of the beneficial owners of which is the Bank or an Affiliate of the Bank subject to the limitations, if any, set forth in the Covenant Agreement. This Bond may be transferred to purchasers (other than an Affiliate of the Bank, a trust or custodial

arrangement each of the beneficial owners of which is the Bank or an Affiliate of the Bank, subject to the limitations set forth in the Covenant Agreement, if any) if (i) written notice of such transfer, together with addresses and related information with respect to such purchaser is delivered to the Company and the Trustee by such transferor and (ii) the purchaser shall have delivered to the Company, the Trustee and the transferor an Investor Letter in the form attached hereto as Exhibit D executed by a duly authorized officer of the purchaser thereof; *provided that* each such purchaser (other than an Affiliate of the Bank) shall constitute a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer pursuant to this Section and Section 205 of the Indenture, of not less than \$5,000,000,000.

Limitation on Rights. The registered owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of 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. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Bonds or the Indenture may be modified, amended, or supplemented only to the extent and in the circumstances permitted by the Indenture.

Limited Obligations. The Bonds and the interest thereon are special, limited obligations of the Issuer payable solely out of Loan Payments derived by the Issuer under the Loan Agreement and are secured by a pledge and assignment of such Loan Payments and other funds as provided in the Indenture. The Bonds shall not be deemed to constitute a debt or liability of the City of St. Petersburg or the State or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City of St. Petersburg or the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Loan Agreement and in the Indenture. The issuance of the Bonds shall not, directly, indirectly, or contingently, obligate the City of St. Petersburg or the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The City of St. Petersburg or the State shall not in any event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation, or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation, or agreement may impose any liability, pecuniary or otherwise, upon the State or any charge upon its general credit or its taxing power. The Issuer has no power to tax.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

Negotiable Instruments. This Bond is and has all the qualities and incidents of a negotiable instrument under the law merchant act and the Uniform Commercial Code – Investment Securities Law of the State of Florida.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY has caused this Bond to be executed in its name by the manual signature of its Chairman and attested by the manual signature of its Secretary and its seal to be affixed hereon, all as of the Dated Date specified above.

CITY OF ST. PETERSBURG HEALTH
FACILITIES AUTHORITY

(SEAL)

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Indenture.

COMPUTERSHARE TRUST COMPANY, N.A. as
agent and attorney in fact for Wells Fargo Bank,
N.A. as Trustee

Authentication Date: _____

By: _____

Authorized Signer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The 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 enlargement or any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____