BEHAVIORAL HEALTH CRISIS CENTER CONTRACT
(Fulton)

THIS BEHAVIORAL HEALTH CRISIS CENTER CONTRACT (as amended and supplemented, the "***Contract***") is made and entered into on [Closing Date], by and between **FULTON COUNTY, GEORGIA**, acting by and through its Board of Commissioners (the "***County***"), and **THE FULTON-DEKALB HOSPITAL AUTHORITY**, a public body corporate and politic (the "***Authority***").

WITNESSETH:

WHEREAS, the Authority is a public body corporate and politic existing under the Hospital Authorities Law of the State of Georgia (O.C.G.A. Section 31-7-70 et seq., as amended (the ***"Hospital Authorities Law"***)) and by resolutions of the Board of Commissioners of Fulton County on August 6, 1941 and of the Board of Commissioners of DeKalb County on August 9, 1941; and

WHEREAS, pursuant to the Hospital Authorities Law, the Authority is empowered to issue its revenue anticipation certificates and to make loans for the purpose of (a) paying all or any part of the cost of acquisition, construction, alteration, repair, modernization, and other charges incident thereto in connection with any facilities or "project" (as defined in the Hospital Authorities Law), (b) paying all or any part of the cost of paying off or refinancing any outstanding debt or obligation of any nature owed by the Authority or by persons in furtherance of the Authority's public purposes, and (c) refunding outstanding revenue anticipation certificates or other obligations; and

WHEREAS, pursuant to the Official Code of Georgia Annotated Section 36-1-19.1, counties having a population of 400,000 or more are authorized to provide for the appropriation of money to any institution for purely charitable purposes, including health; and

WHEREAS, the population of Fulton County, Georgia, is in excess of 400,000; and

WHEREAS, pursuant to Section 31-7-84 of the Hospital Authorities Law, a county shall have the power to adopt a resolution and execute a contract for the use of facilities and services of an authority and provision shall be made annually by such county contracting with an authority for the payment for the services and facilities of an authority used by a county out of general funds or out of tax revenues realized for the purpose of providing medical care or hospitalization for the indigent sick and others entitled to the use of the services and facilities of an authority; and

WHEREAS, pursuant to Section 31-7-85 of the Hospital Authorities Law, a county, for the purpose of using the facilities of an authority, is authorized by action of its governing body to enter into contracts with an authority for a period not exceeding 40 years as shall be necessary to provide for the continued maintenance and use of such facilities of the authority; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia and the Hospital Authorities Law authorize any county to contract with any public authority for the provision of facilities or services which the contracting parties are authorized by law to provide; and

WHEREAS, the Authority and the County heretofore issued and sold $66,920,000 in original principal amount of The Fulton-DeKalb Hospital Authority Revenue Certificates (Grady Surgical Center Project), Series 2020A (the "***Series 2020A Certificates***") on terms and conditions set forth in a Certificate Resolution adopted on March 31, 2020 (the "***2020A Certificate Resolution***") in order to finance the acquisition, construction, equipping and development of a new center for advanced surgical services to be housed in an approximately 10-story facility that includes a multi-story parking garage containing approximately 600 parking spaces and an outpatient surgical center containing approximately 225,000 square feet of space to be located at the former site of the Aldredge Building in Downtown Atlanta (collectively, the "***2020A Project***"); and

WHEREAS, the Authority and the County entered into a Surgical Center Contract dated as of May 7, 2020 (the "***2020A Contract***"), pursuant to which the Authority agreed, among other things, to continue to provide medical services and hospital facilities needed to serve the indigent sick of Fulton County and the County agreed, among other things, to make payments to the Authority sufficient to enable the Authority to pay the principal of and interest on the Series 2020A Certificates; and

WHEREAS, the Authority and the County heretofore issued and sold $8,025,000 in original principal amount of The Fulton-DeKalb Hospital Authority Revenue Certificates (Ponce De Leon Project), Series 2021 (the "***Series 2021 Certificates***") on terms and conditions set forth in a Certificate Resolution adopted on November 9, 2021 (the "***2021 Certificate Resolution***") in order to finance the acquisition, construction, equipping and development of an infectious disease program facility located at the Ponce de Leon Center at 341 Ponce de Leon Avenue, Atlanta, Georgia (collectively, the "***2021 Project***"); and

WHEREAS, the Authority and the County entered into a Ponce De Leon Contract dated as of December 8, 2021 (the "***2021 Contract***"), pursuant to which the Authority agreed, among other things, to continue to provide medical services and hospital facilities needed to serve the indigent sick of Fulton County and the County agreed, among other things, to make payments to the Authority sufficient to enable the Authority to pay the principal of and interest on the Series 2021 Certificates; and

WHEREAS, the Authority and the County heretofore issued and sold $19,000,000 in original principal amount of The Fulton-DeKalb Hospital Authority Revenue Anticipation Certificates (Free-Standing Emergency Department Project), Series 2026A (the "**S*eries 2026A Certificates***" and, together with the Series 2020A Certificates and the Series 2021 Certificates, the "***Prior Certificates***") on terms and conditions set forth in a Certificate Resolution adopted on December 16, 2025 (the "***2026A Certificate Resolution***") in order to finance the acquisition, construction, equipping and development a free-standing emergency department and certain other related medical facilities and equipment to be located in Union City, Georgia (collectively, the "***2026A Project***"); and

WHEREAS, the Authority and the County entered into a Free-Standing Emergency Department Contract, dated January 14, 2026 (the "***2026A Contract***" and, together with the 2020A Contract and the 2021 Contract, the "***Prior Contracts***"), pursuant to which the Authority agreed, among other things, to continue to provide medical services and hospital facilities needed to serve the indigent sick of Fulton County and the County agreed, among other things, to make payments to the Authority sufficient to enable the Authority to pay the principal of and interest on the Series 2026A Certificates; and

WHEREAS, the Prior Contracts are authorized under the Hospital Authorities Law and payable by the County from either its general fund or, if applicable, specified sums derived from an annual ad valorem tax levy within the statutory seven mill limit; and

WHEREAS, in order to benefit the health and welfare of Fulton County residents, the Authority and the County desire to finance, in whole or in part, of the cost of the acquisition, construction, installation and equipping of a Behavioral Health Crisis Center and certain other related medical facilities and equipment to be located in North Fulton, Georgia (collectively, the "***Project***"); and

WHEREAS, as set forth in a Certificate Resolution adopted by the Authority on [August 19, 2026] (the "***Certificate Resolution***"), the acquisition, construction and equipping of the Project, along with the payment of certain costs of issuance thereof, will be financed in whole or in part, by the issuance of "*The Fulton-DeKalb Hospital Authority Revenue Anticipation Certificate (Behavioral Health Crisis Center Project), Federally Taxable Series 2026B*," in the principal amount of $24,000,000 (the "***Series 2026B Certificate***"); and

WHEREAS, in order to secure the Series 2026B Certificate, the Authority and the County propose to enter into this Contract, under the terms of which the County, in return for the Authority's agreement to issue the Series 2026B Certificate to finance the cost of the Project and thereby provide certain facilities and services with respect to the indigent sick and poor (as hereinafter defined) in Fulton County, agrees to make payments to the Authority sufficient to ensure the payment of the principal of and interest on and redemption premium of (provided that any optional redemption of the Series 2026B Certificate is approved in advance by the County), as shown on **Exhibit A** attached hereto (the "***Contract Payments***"), and further agrees to make such Contract Payments from its general fund or to levy an annual tax on all taxable property located within Fulton County, within the seven mill limit now prescribed by the Hospital Authorities Law, or at such higher rate or rates as may hereafter be provided by the Hospital Authorities Law or other law, as may be necessary for the County to make the payments required of it pursuant to this Contract and the Prior Contracts; and

WHEREAS, in connection with the issuance of the Series 2026B Certificate, the Authority and the County have approved the execution and delivery of the (i) Paying Agent and Registrar Agreement, to be dated on or around the date of issuance of the Series 2026B Certificate (the "***Paying Agent and Registrar Agreement***"), with U.S. Bank Trust Company, National Association, in its separate capacities as Paying Agent and as Registrar; and (ii) an Agreement Relating to Custodian and Depository to be dated on or around the date of issuance of the Series 2026B Certificate (the "***Agreement Relating to Custodian and Depository***"), with U.S. Bank Trust Company, National Association, in its separate capacities as Custodian and as Depository, and the County; and

WHEREAS, the execution and delivery of this Contract by the Authority was authorized by the Authority pursuant to the Certificate Resolution, and the execution and delivery of this Contract by the County was authorized by a resolution of its Board of Commissioners adopted on August 19, 2026; and

WHEREAS, pursuant to the Certificate Resolution, provision is made whereby under certain terms and conditions, including the consent of the County as provided in this Contract, additional certificates or other obligations may be issued by the Authority ranking on a parity as to lien on the Contract Revenues (as therein defined) with the lien securing the Series 2026B Certificate (the "***Additional Certificates***"); and

WHEREAS, the Authority and the County have agreed that the Series 2026B Certificate will be issued on a parity with the Prior Certificates and the lien on the Contract Revenues ranking pari passu with the Prior Certificates; and

WHEREAS, this Contract is authorized by the provisions of Article IX, Section III, Paragraph I(a) and(c) of the Constitution of the State of Georgia and by the Hospital Authorities Law; and

WHEREAS, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Certificate Resolution;

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth, it is agreed by and between the County and the Authority, each acting by and through its duly authorized officers, pursuant to resolutions duly adopted and properly passed:

1. *Effective Date.* This Contract shall take effect as of the date of the issuance and delivery of the Series 2026B Certificate and shall continue until midnight on [__________] or until such time when the principal of and interest on all of the Series 2026B Certificate have been fully paid or shall be deemed to have been fully paid (within the meaning of the Certificate Resolution); but in no event shall the term of this Contract exceed forty (40) years from the date hereof.

2. *Effect on Other Contracts.* Except to the extent set forth in Section 4 hereof, nothing contained herein shall affect or impair the obligations of each of the parties hereto set forth in the Prior Contracts, all of the terms and conditions of which shall remain in full force and effect and are hereby ratified and reaffirmed. The obligations of the County under the Prior Contracts and this Contract shall be on a parity.

3. *Authority Obligations.* The Authority covenants and agrees, as follows:

(a) Simultaneously with the issuance and delivery of the Series 2026B Certificate, the proceeds derived from the sale of the Series 2026B Certificate shall be delivered or caused to be delivered by the Authority as follows:

(i) $[____________] to U.S. Bank Trust Company, National Association, serving as Custodian under the Certificate Resolution, for deposit into the Project Fund created under the Certificate Resolution, to be applied to pay, or reimburse, certain costs of the construction and development of the Project; and

(ii) $[____________] to U.S. Bank Trust Company, National Association, serving as Depository under the Certificate Resolution, for deposit into the Costs of Issuance Fund created under the Certificate Resolution, to be applied to pay for, or reimburse, certain costs incurred in connection with the issuance of the Series 2026B Certificate.

(b) At all times during the term of this Contract and in accordance with the rules and regulations of the Authority or any subsequent agreement by the County, the Authority will maintain and have available or cause to have maintained and available facilities to care for the indigent sick of the County, as may be properly certified as entitled to receive treatment pursuant to the rules and regulations of the Authority.

(c) At all times during the term of this Contract and in accordance with the rules and regulations of the Authority or any subsequent agreement by the County, the Authority will maintain and have available or cause to have maintained and available facilities to care for all emergency cases affecting the residents of the County and those cases affecting transients if the accident took place, or the emergency arose, within the corporate limits of the County.

(d) At all times during the term of this Contract and in accordance with the rules and regulations of the Authority or any subsequent agreement by the County, when requested to do so by the County, the Authority will furnish or cause to be furnished treatment, medicine, care and the facilities of the Authority for the treatment and care of employees of the County who are injured in the line of duty and in the service of the County and in all other cases when requested so to do by the County where the County shall assume responsibility for the cost of hospitalization and treatment of any injured person. Nothing herein shall prevent the Authority from receiving and collecting from insurance or other sources funds covering the cost of medical care or hospitalization of such person and the Authority shall likewise have full rights against any sums paid by tortfeasors or others under liability for the medical care and/or hospitalization of such persons.

(e) All funds received by the Authority under the provisions of Section 4 hereof, if any, shall not be commingled with any other funds of the Authority or of any other person or entity, and any such moneys so received shall be forthwith deposited with the Paying Agent and used and applied in the order of priority set forth in Section 7.2 of the Certificate Resolution to the payment of the principal of and the interest on and the redemption premium (if any) on the Series 2026B Certificate as same become due and payable on each Interest Payment Date and Principal Payment Date (as defined in the Certificate Resolution).

(f) The Authority shall not issue any certificates, including Additional Certificates (other than the Series 2026B Certificate the issuance of which, by execution and delivery of this Contract and the Certificate Resolution, have been approved) or incur any other obligation payable from or having a lien on the revenues of the Authority derived under this Contract, unless prior thereto the Authority and the County shall have entered into an amendment or supplement to this Contract, or a new contract, under the terms of which the County is obligated to pay to the Authority amounts sufficient to enable the Authority to pay debt service on all Certificates Outstanding, including the revenue certificates proposed to be issued, and to pay such other obligations proposed to be incurred.

(g) In the event that the Series 2026B Certificate is optionally redeemed and the payment of the redemption price on the optional redemption date is to be made by the County, then such optional redemption shall not occur unless and until the Authority has obtained the prior written consent of the County. However, if the County is not required to make any payments on the Series 2026B Certificate on the optional redemption date, then the Authority shall be authorized to optionally redeem the Series 2026B Certificate without the consent of the County if provision for payment of the Series 2026B Certificate has been, or will be, made without any funds being delivered by the County and such moneys will be on deposit with the Paying Agent on or before the optional redemption date (*i.e.*, proceeds received due to the refunding of the Series 2026B Certificate).

(h) The Authority will not create, or suffer to be created, any lien, security interest, encumbrance or charge upon operating revenues of the Authority without the prior written consent of the County, except for the following:

(i) Liens to secure indebtedness having an original maturity of less than or equal to one year and not renewable at the option of the Authority for a term greater than one year beyond the date of original incurrence; provided, however, that there shall be a period of at least five consecutive days in each fiscal year during which no such indebtedness is outstanding; and

(ii) Liens to secure indebtedness for capital expenditures in an amount not to exceed $25,000,000 in the aggregate outstanding at any time, and the incurrence of such indebtedness, in and of itself, shall not result in an increase in payments due by the Counties hereunder.

(i) The Authority shall provide to the County the Authority's audited and issued financial statement no later than May 15 of each calendar year.

Nothing contained in this paragraph shall limit the ability of the Authorityto acquire additional equipment or other capital assets, including real property, pursuant to an installment purchase, capitalized lease or similar obligation and nothing contained herein shall limit the right of the Authority to grant a security interest in or create a lien on such property so acquired provided the Authority does not pledge or create a lien on general revenues of the Authority unless otherwise authorized. The incurrence of such obligation, in and of itself, shall not result in an increase in payments due by the County hereunder.

4. *The County's Obligations*

(a) In accordance with the debt service schedule attached hereto as **Exhibit A,** as the same may be modified from time to time as provided in the Certificate Resolution, the County hereby covenants and agrees to pay the Contract Payments to the Paying Agent for the benefit of the Authority for deposit in the Contract Payments Fund (as defined in the Certificate Resolution) as follows:

(1) [on or before [__________________], 2026, and on or before the 20th calendar day of each month thereafter until the Maturity Date of the Series 2026B

Certificates on [________________], a sum equal to [1/6th] of the amount payable on the immediately succeeding Interest Payment Date as interest on the Series 2026B Certificates];

(2) on or before the Maturity Date of the Series 2026B Certificates, a sum equal to the amount payable on the immediately succeeding Principal Payment Date as principal on the Series 2026B Certificates;

(3) on or before any optional redemption date for the Series 2026B Certificates, a sum equal to the principal of, redemption premium (if any) and interest on such Series 2026B Certificates due on such redemption date; and

(4) So long as the County is not past due in any payment required to be made hereunder, the payments that the County is required to make pursuant to Section 4(a) shall be less any amounts actually on deposit in the Certificate Fund (other than payments made by the County under this Section 4(a)) at the time any payment is to be made hereunder but excluding moneys held in the Certificate Fund for Series 2026B Certificates which have matured but which have not been presented for payment.

(ii) In addition to the Contract Payments, the County shall pay the reasonable fees and expenses of the Fiduciaries (as defined in the Certificate Resolution) (collectively referred to as the "***Supplemental Contract Payments***"). Furthermore, the County acknowledges and agrees that the debt service schedule attached hereto as **Exhibit A** may be modified upon the occurrence of certain events, including upon an Event of Taxability, an Event of Default, or upon a late payment, as more particularly described in the Certificate Resolution, and in each such event, the Contract Payments payable by the County hereunder shall include all additional amounts owing to the holder of the Series 2026B Certificates calculated as set forth in the Certificate Resolution.

(b) *Reserved*.

(c) Subject to paragraph (d) below, the County agrees that its obligation to make the Contract Payments shall constitute a general obligation for which its full faith and credit is pledged subject to the seven mill limit now prescribed by the Hospital Authorities Law, or at such higher rate or rates as may hereafter be provided by the Hospital Authorities Law or other law. The amounts payable under this Section 4 shall be used by the Authority only to provide for the payment of the principal of and the interest on and redemption premium (if any) on the Series 2026B Certificates as same become due and payable, on each Interest Payment Date and Principal Payment Date (as such terms are defined in the Certificate Resolution), as applicable. The payments described in subparagraph (a) shall be made directly to the Paying Agent for the account of the Authority so as to assure the availability of moneys at all times to pay in full the Series 2026B Certificates as same become due and payable, on each Interest Payment Date and Principal Payment Date and shall be kept separate from and not commingled with any payments made by the County in connection with any other outstanding obligations. The obligation of the County to make the payments required under this Section 4 is for the benefit of the owners of the Series 2026B Certificates and shall be absolute and unconditional and continue unabated until such time as the principal of, redemption premium, if any, and interest on the Series 2026B Certificates shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Certificate Resolution. This Contract shall not be terminated and such payments shall not be suspended, discontinued, abated or reduced for any reason whatsoever, including, without limitation (i) the damage to or destruction of the Project, (ii) failure of proper operation and maintenance of the Project, (iii) force majeure, (iv) the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, (v) the taking by eminent domain of title to or temporary use of the Project, (vi) commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either thereof, or (vii) any failure of any party (including the County) to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract, the Prior Contracts, the Certificate Resolution, the Agreement Relating to Custodian and Depository, the Paying Agent Agreement or otherwise, or any defense or any right of setoff, counterclaim or recoupment arising out of any such failure. Nothing contained in this subparagraph shall be construed to release the Authority from the performance of any of the agreements on its part herein contained; and in the event the Authority should fail to perform any such agreement on its part, the County may institute such action against the Authority as the County may deem necessary to compel performance so long as such action does not abrogate the obligations of the County contained in this subparagraph.

(d) Pursuant to the Hospital Authorities Law and the County's constitutional power to levy taxes to provide public health facilities and services generally and to provide medical or other care and hospitalization for the indigent sick, the County agrees that it shall use moneys in its general fund or levy an annual tax, within the seven mill limit now prescribed by the Hospital Authorities Law, or at such higher rate or rates as may hereafter be prescribed by the Hospital Authorities Law or other law, on all taxable property located within its boundaries as and when the same may be necessary to provide the County with sufficient moneys to make all of the payments called for by this Contract and under the Prior Contracts, and if future contracts are entered into, under such future contracts. Nothing herein contained, however, shall be construed as limiting the right of the County to make the payments called for by this Contract or the Prior Contracts out of its general funds or from other monies available to the County therefor.

(e) In order for the Authority to meet its debt service requirements on the Series 2026B Certificates, to assure the payments therefor as may be required to comply with subparagraph 4(a), there shall be and there is hereby created a lien on any and all revenues realized by the County under and pursuant to the provisions of subparagraph (d) above (namely, the Contract Payments), which lien shall be on a parity basis with respect to the payments required under the 2026 Contract securing debt service on any outstanding Series 2026B Certificates which are on a parity with the Series 2026B Certificates. Nothing contained in this subparagraph (e) of Section 4 is intended, or shall be construed so as, to affect the direct or indirect general obligation type indebtedness of the County. Nothing contained in this subparagraph (e) of Section 4 is intended, or shall be construed so as to, create any lien on, or priority hereunder or otherwise with respect to, any taxes levied for purposes other than for the benefit of the Authority.

(f) The County shall not be obligated under the provisions of this Section 4 to pay from the tax revenues described in Section 4(d) hereof (the "***Permitted Tax Revenues***") debt service on any Additional Certificates (as defined in the Certificate Resolution) unless (i) the Authority and the County shall have entered into an amendment or supplement to this Contract, or a new contract, and such amendment or supplement to this Contract or such new Contract is permitted under the terms of the Certificate Resolution and (ii) the Permitted Tax Revenues, based on the latest taxable digest of property located in the County subject to taxation for purposes of the Hospital Authorities Law, shall be sufficient to enable the Authority to pay the highest Debt Service Requirements for any succeeding Bond Year on the Prior Certificates (if still outstanding), the Series 2026B Certificates (if still outstanding), any other Outstanding Certificates (as those terms are defined in the Certificate Resolution) and on the Additional Certificates proposed to be issued.

(g) Within twelve (12) months after the end of each Fiscal Year (the "***Reporting Date***"), commencing with Fiscal Year 2026, the County agrees that it will file on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system found at http://emma.msrb.org ("***EMMA***"), a copy of the County's audited financial statements. In the event that the audited financial statements of the County are not available by the Reporting Date, the County shall instead file its unaudited financial statements on EMMA. The audited financial statements of the County, when available, shall be filed on EMMA. The County agrees to furnish such additional financial information relating to the County as may be reasonably requested in writing by the Authority to the extent that all such information has been filed on EMMA.

(i) The Authority acknowledges that, upon initial delivery of the Series 2026B Certificates, Rule 15c2-12 of the Securities Exchange Act promulgated by the Securities and Exchange Commission ("***Rule 15c2-12***") is not applicable to the Series 2026B Certificates, and therefore, the County will not execute or deliver a written undertaking (the "***Disclosure Agreement***") with respect to the Series 2026B Certificates. If the purchaser of the Series 2026B Certificates, or a subsequent purchaser of the Series 2026B Certificates, determines that Rule 15c2-12 is applicable to the Series 2026B Certificates and the Fulton County Attorney and the Chief Financial Officer of Fulton County agree with such determination, the County agrees to execute and deliver a Disclosure Agreement to provide the information relating to the County and the Series 2026B Certificates required by the applicable provisions of Rule 15c2-12. Notwithstanding any other provision of this Contract to the contrary, no default under the Disclosure Agreement shall constitute a default or event of default under this Contract and under no circumstances shall such default affect the validity or the security for the payment of the Series 2026B Certificates.

(j) The County hereby covenants that prior to issuance of the Series 2026B Certificates it will provide written certification to the Authority and the purchaser of the Series 2026B Certificates that based upon the latest taxable digest of property located in Fulton County subject to taxation for purposes of the Hospital Authorities Law, seven (7) mills (or such higher millage as may then be authorized to be levied for purposes of the Hospital Authorities Law) of property taxes levied on the County's digest equals at least 1.1 times the highest Debt Service Requirement for any succeeding Bond Year on the Outstanding Certificates (as those terms are defined in the Certificate Resolution) and on the Series 2026B Certificates proposed to be issued.

5. *Mutual Obligations.* The parties hereto mutually agree as follows:

(a) Subject to the provisions of subparagraph 3(g) and subparagraph 4(g), as a part of the undertaking contemplated herein, the Authority is under an obligation to meet the principal and interest requirements of the Series 2026B Certificates as same become due and payable on each Interest Payment Date and Principal Payment Date (as such terms are defined in the Certificate Resolution) from the Contract Payments, and the Contract Payments shall be irrevocably pledged to the payment of the principal of and interest on and redemption premium (if any) on the Series 2026B Certificates to the extent and in the manner to be provided in the Certificate Resolution, to all of which each party does hereby consent; provided, however, should at some later date or dates it be determined advisable to issue additional revenue certificates or obligations by the Authority ranking as to lien on the revenues of the Authority derived hereunder pari passu with the Series 2026B Certificates and any other outstanding Prior Certificates and a new contract or supplemental agreement to this Contract be entered into by and between the parties hereto to that effect, then the lien herein created on said revenues as security for the payment of the Series 2026B Certificates may be extended and broadened to include the payment of any such certificates or obligations and the principal of and interest thereon and redemption premium (if any).

(b) The term “indigent sick” as used herein means such persons residing in Fulton County that may be certified by the Authority as being entitled to receive the services of the Authority The term “indigent sick” shall mean such persons living within the boundaries of the County that may be certified by the Authority as being entitled to receive the services of the Authority. The medical attention herein referred to is construed to mean the usual care rendered to patients in hospitals, such as food, nursing care and supervision, use of operating room and facilities, use of x-ray facilities, use of the usual and customary out-patient clinical services and facilities, medicine and drugs. All other services, facilities, and materials not specifically enumerated or excepted above shall constitute extras and shall be accounted for accordingly by the user thereof. It is understood and agreed that certain charges for services shall be excluded from coverage under this Contract. These services are as follows: (1) private room unless medically necessary; (2) television; (3) private duty nurses; (4) cot rental; and (5) cosmetic surgery.

(c) This Contract is entered into under and pursuant to the Hospital Authorities Law and the provisions of Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia. The parties agree that the issuance of the Series 2026B Certificate for the purposes described herein is in the best interest of the Authority and the County and will promote the public health and welfare of the citizens of the County.

(d) The term “sinking fund year” shall mean the period commencing on the 2nd day of August in each year and extending through the 1st day of August in the next year.

(e) While this Contract is between the parties hereto, it is acknowledged that the owners of the Series 2026B Certificates have an interest herein and shall be third party beneficiaries of this Contract entitled to enforce the provisions hereof as if they were a party hereto to the fullest extent legally permissible. The parties hereto covenant that this Contract cannot be modified or amended, except as provided in the Certificate Resolution.

(f) No covenants, stipulations, obligations or agreements of any member, trustee, director, officer, agent, attorney or employee of the Authority or the County shall be deemed to be covenants, stipulations, obligations or agreements of any such member, trustee, director, officer, agent, attorney or employee, past or present, in his individual capacity. No recourse shall be had for the payment of the Series 2026B Certificate or any claim thereon against any member, director, officer, agent, attorney or employee of the Authority or the County, past, present or future.

(g) The parties acknowledge that the County is not obligated to contribute funds for the operation of the Project once construction is completed.

(h) This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(i) The effect and meaning of this Contract and the rights of all parties hereunder shall be governed by, and construed according to, the laws of the State of Georgia, without giving effect to any conflict of laws principles thereof.

(j) *Notices.* Unless otherwise specifically provided herein, any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when the same is: (i) deposited in the United States mail and sent by first class mail, postage prepaid; (ii) delivered by facsimile to the address below; (iii) emailed or other electronic means to the e-mail address below; or (iv) delivered, in each case to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties. The Authority and the County may, by written notice given by each to the others, designate any telephone number(s), e-mail address, facsimile, address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Contract. Until otherwise provided by the respective parties, all notices, certificates and communications to each:

If to the Authority:

The Fulton-DeKalb Hospital Authority
145 Edgewood Avenue – Second Floor
Atlanta, Georgia 30303
Attention: Jevon Gibson, CEO
E-mail: jgibson@thefdha.org

With a copy to:

Arnall Golden Gregory LLP
171 17th Street, Suite 2100
Atlanta, Georgia 30363
Attention: Sandra Z. Zayac, Esq.
Telephone: (404) 873-8124
Fax: (404) 873-8125

If to the County:

Department of Finance
141 Pryor Street, SW, Suite 7000
Atlanta, Georgia 30303
Attention: Sharon Whitmore, Chief Financial Officer
(404) 612-7385

with copy to: Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
Attention: Y. Soo Jo, Esq. County Attorney
(404) 612-4000

(k) Any amendment or supplements to this Contract shall be in writing and executed by all parties.

(l) Should any phrase, clause, sentence, section or paragraph of this Contract be held invalid or unconstitutional, it shall in nowise affect the remaining provisions, which provisions shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this Contract to be executed in duplicate as of the date and year first above written.

FULTON COUNTY, GEORGIA

By: ____________________________

Robert L. Pitts,
Chairman
Board of Commissioners
of Fulton County

Attest:

____

Tonya Grier,
Clerk to the Commission

[SEAL]

APPROVED AS TO FORM:

____

Soo Jo, County Attorney
Fulton County, Georgia

(Signatures continued on next page)

THE FULTON-DEKALB HOSPITAL AUTHORITY

By: ________________________________

Bernard Taylor
Chair

Attest:

____
Eric Thomas
Secretary

[SEAL]

EXHIBIT A

DEBT SERVICE SCHEDULE OF CONTRACT PAYMENTS