

RESOLUTION OF THE BOARD OF COMMISSIONERS OF FULTON COUNTY, GEORGIA AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A FREE-STANDING EMERGENCY DEPARTMENT CONTRACT BETWEEN THE FULTON-DEKALB HOSPITAL AUTHORITY AND FULTON COUNTY, GEORGIA, ALONG WITH THE EXECUTION OF RELATED DOCUMENTS PERTAINING TO THE AUTHORITY'S BOND ISSUANCE, REGARDING THE ACQUISITION, CONSTRUCTION, EQUIPPING AND DEVELOPMENT OF A NEW FREE STANDING EMERGENCY DEPARTMENT PROJECT AND THE PROVISION OF MEDICAL SERVICES AND HOSPITAL FACILITIES FOR THE INDIGENT SICK IN FULTON COUNTY; AUTHORIZING THE USE OF THE GENERAL FUNDS OF FULTON COUNTY, GEORGIA IN AN AMOUNT SUFFICIENT TO PAY ITS OBLIGATIONS UNDER THE FREE-STANDING EMERGENCY DEPARTMENT CONTRACT; AND FOR OTHER PURPOSES.

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 (the "*County*") 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 owns a complete medical center in the City of Atlanta including hospital facilities known as "*Grady Memorial Hospital*" and outpatient clinical facilities and related parking and other facilities (collectively, the "*Grady Health System*"); and

WHEREAS, the Authority transferred the personal property used in connection with the Grady Health System and leased the real estate portions of the Grady Health System to Grady Memorial Hospital Corporation, a Georgia nonprofit corporation (the "*Corporation*") pursuant to the Lease and Transfer Agreement, dated as of April 7, 2008 (the "*Original Lease Agreement*"), as amended by the First Amendment to Lease and Transfer Agreement, to be dated the date of issuance of the hereinafter defined Series 2026A Certificates (the "*First Amendment to Lease*" and, together with the Original Lease Agreement, the "*Lease*"), which now provides healthcare to residents of Fulton County and DeKalb County and citizens of the State of Georgia; and

WHEREAS, the Authority, the Corporation, the County and DeKalb County (together with the County, the "*Counties*") entered into that certain Memorandum of Agreement, dated January 1, 2024 (such contract, as amended from time to time, being referred to herein as the "*Operating Agreement*"), pursuant to which the Authority agreed, among other things, to continue to provide medical services and hospital facilities for the indigent sick of the Counties and the Counties agreed to pay the operating costs and expenses of Grady Health System, all in accordance with the terms thereof; 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 (i) 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*” and, together with the Series 2020A Certificates, the “*Prior 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*” and, together with the 2020A 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 2021 Certificates; and

WHEREAS, the Operating Agreement and 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 free-standing emergency department and certain other medical facilities and equipment to be located in Union City, Georgia (the “*Project*”), which Project will be owned by the Authority and included as a part of the “*Leased Facilities*” leased to the Corporation pursuant to the Lease; and

WHEREAS, as set forth in a Certificate Resolution adopted by the Authority on December 16, 2025 (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 part, by the Authority’s Revenue Anticipation Certificates (Free-Standing Emergency Department Project), in the aggregate principal amount of \$19,000,000 (the “*Series 2026A Certificates*”), the proceeds of which (and the County’s related payments pursuant to the Free-Standing Emergency Department Contract in respect thereof) shall represent the County’s full financial commitment to the Project; and

WHEREAS, in order to secure the Series 2026A Certificates, the Authority and the County propose to enter into an intergovernmental contract (the “*Free-Standing Emergency Department Contract*”), under the terms of which the County, in return for the Authority’s agreement to issue the Series 2026A Certificates to finance the cost of the Project and thereby provide certain facilities and services with respect to the indigent sick and poor 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 2026A Certificates is approved in advance by the County) as shown on Exhibit A to the Free-Standing Emergency Department Contract (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 the Free-Standing Emergency Department Contract and any other prior intergovernmental contracts; and

WHEREAS, the Authority's right to receive payments from the Counties under the Operating Agreement from ad valorem taxes is subordinate to the Authority's right to receive payments under the Prior Contracts and the Free-Standing Emergency Department Contract which have a first and prior lien on the specified sums derived from the annual ad valorem tax levy within the statutory seven mill limit; and

WHEREAS, it is estimated that the total cost of the Project will be approximately \$38,000,000 of which not more than \$19,000,000 will be paid from the proceeds of the Series 2026A Certificates, which Series 2026A Certificates and the payments in respect thereof to be made by the County pursuant to the Free-Standing Emergency Department Contract reflect the County's full funding commitment in respect of the Project; and

WHEREAS, in connection with the issuance of the Series 2026A Certificates, the Authority has 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 2026A Certificates (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 2026A Certificates (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 Corporation; and

WHEREAS, the Authority and the Corporation will enter into a Development and Funding Agreement to be dated as of the date of issuance of the Series 2026A Certificates, which authorizes the construction and development of the Project by the Corporation on behalf of the Authority; and

WHEREAS, the execution and delivery of the Free-Standing Emergency Department Contract by the Authority was authorized by the Authority pursuant to the Certificate Resolution; and

WHEREAS, the Authority and the County agree that the Series 2026A Certificates 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, the Free-Standing Emergency Department 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, in order to provide for the sale of the Series 2026A Certificates, the County approves the sale of the Series 2026A Certificates by the Authority to Regions Capital Advantage, Inc. (the "*Purchaser*") and proposes to enter into an Addendum to the Certificate Purchase Agreement, dated December 17, 2025 (the "*Addendum to the Certificate Purchase Agreement*"), in order to make certain representations and warranties for the benefit of the Purchaser.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY, GEORGIA, and it is hereby resolved by authority of the same, that the execution, delivery and performance by the County of the Free-Standing Emergency Department Contract in the form attached hereto as **Exhibit A**, is hereby authorized and approved. The Chairman, Vice Chair, County Manager, Chief Financial Officer, County Attorney, Director of Finance, Clerk to the Commission, and any other proper officers, members, agents, and employees of the Board of Commissioners and the County (each an "*Authorized Signatory*") are each hereby authorized to execute and deliver the Free-Standing Emergency Department Contract for and on behalf of the County and the Clerk of the County is hereby authorized to attest to, certify and affix the seal of the County thereupon and that the execution of the Free-Standing Emergency Department Contract by an Authorized Signatory shall constitute conclusive evidence that such Free-Standing Emergency Department Contract conforms to the provisions of this resolution;

BE IT FURTHER RESOLVED that for the purpose of providing funds for payment under the Free-Standing Emergency Department Contract, the County is hereby authorized and required to use funds 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 the Free-Standing Emergency Department Contract and the Prior Contracts, as such payments shall become due and payable, and such funds are hereby irrevocably pledged and appropriated to the payment of moneys due under the Free-Standing Emergency Department Contract and the Prior Contracts; provided, however, that the payments to be made by the County under the Free-Standing Emergency Department Contract in respect of the Series 2026A Certificates, for which the County is the obligated person, shall represent the County's total funding commitment in respect of the Project; and

BE IT FURTHER RESOLVED that all actions heretofore taken by the County relating to the execution, delivery and performance by the County of the Free-Standing Emergency Department Contract are hereby ratified, and each of the Authorized Signatories are each hereby authorized and directed to take any and all actions, and to execute and deliver for and on behalf of the County such contracts, instruments and other documents which any of such persons may deem necessary or desirable in order to effectuate the execution, delivery and performance by the County of the Free-Standing Emergency Department Contract and the actions contemplated by this resolution and the execution and delivery of any such contracts, instruments or other documents by any of such officers as authorized herein shall be conclusive evidence that such are authorized and approved in accordance with this resolution; and

BE IT FURTHER RESOLVED that all actions heretofore taken by the County relating to the solicitation term sheet attached hereto as **Exhibit B** that was used in the marketing of the Series 2026A Certificates are hereby ratified and approved; and

BE IT FURTHER RESOLVED that the County approves the sale of the Series 2026A Certificates to the Purchaser subject to the terms and conditions set forth in the Free-Standing Emergency Department Contract and all actions heretofore taken by the County relating to the sale of the Series 2026A Certificates to the Purchaser, including but not limited to, the execution and delivery of the term sheet from the Purchaser are hereby ratified and approved; and

BE IT FURTHER RESOLVED, that the execution, delivery and performance by the County of the Addendum to the Certificate Purchase Agreement in the form attached hereto as **Exhibit C**, is hereby authorized and approved. Each of the Authorized Signatories is hereby authorized to execute and deliver the Addendum to the Certificate Purchase Agreement for and on behalf of the County and the Clerk of the County is hereby authorized to attest to, certify and affix the seal of the County thereupon and that the execution of the Addendum to the Certificate Purchase Agreement by an Authorized Signatory shall constitute conclusive evidence that such Addendum to the Certificate Purchase Agreement conforms to the provisions of this resolution;

BE IT FURTHER RESOLVED that all actions heretofore taken by the County relating to the execution, delivery and performance by the County of the Addendum to the Certificate Purchase Agreement are hereby ratified, and the Authorized Signatories are each hereby authorized and directed to take any and all actions, and to execute and deliver for and on behalf of the County such contracts, instruments and other documents, which any of such persons may deem necessary or desirable in order to effectuate the execution, delivery and performance by the County of the Addendum to the Certificate Purchase Agreement and the actions contemplated by this resolution and the execution and delivery of any such contracts, instruments or other documents by any of such officers as authorized herein shall be conclusive evidence that such are authorized and approved in accordance with this resolution; and

BE IT FURTHER RESOLVED that the issuance of the Series 2026A Certificates by the Authority is hereby approved; and

BE IT FURTHER RESOLVED that each of the Authorized Signatories are hereby authorized to execute and deliver any answers, acknowledgements, affidavits or other documents or instruments as many be necessary or appropriate in connection with the validation in the Superior Court of Fulton County of the Series 2026A Certificates.

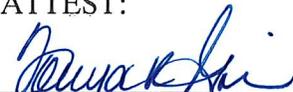
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BE IT FURTHER RESOLVED that any or all resolutions or ordinances or parts of resolutions or ordinances in conflict with this resolution are, to the extent of such conflict, hereby repealed, and this resolution shall take immediate effect and shall be in full force and effect from and after the date of its adoption.

SO PASSED AND ADOPTED, this 17th day of December, 2025.


Robert L. Pitts, Chairman

ATTEST:


Tonya R. Grier, Clerk

APPROVED AS TO FORM:


Y. Soo Jo, County Attorney



ITEM # 25-0990 SRM 12/17/25
SECOND REGULAR MEETING

EXHIBIT "A"

Form of Free-Standing Emergency Department Contract

FREE-STANDING EMERGENCY DEPARTMENT CONTRACT
(Fulton)

THIS FREE-STANDING EMERGENCY DEPARTMENT CONTRACT (as amended and supplemented, the “*Contract*”) is made and entered into January 14, 2026, 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 owns a complete medical center in the City of Atlanta including hospital facilities known as “*Grady Memorial Hospital*” and outpatient clinical facilities and related parking and other facilities (collectively, the “*Grady Health System*”); and

WHEREAS, the Authority transferred the personal property used in connection with the Grady Health System and leased the real estate portions of the Grady Health System to Grady Memorial Hospital Corporation, a Georgia nonprofit corporation (the “*Corporation*”) pursuant to the Lease and Transfer Agreement, dated as of April 7, 2008 (the “*Original Lease Agreement*”), as amended by the First Amendment to Lease and Transfer Agreement, dated the date hereof (the “*First Amendment to Lease*” and, together with the Original Lease Agreement, the “*Lease*”), which now provides healthcare to residents of Fulton County and DeKalb County and citizens of the State of Georgia; and

WHEREAS, the Authority, the Corporation, the County and DeKalb County (together with the County, the “*Counties*”) entered into that certain Memorandum of Agreement, dated January 1, 2024 (such contract, as amended from time to time, being referred to herein as the “*Operating Agreement*”), pursuant to which the Authority agreed, among other things, to continue to provide medical services and hospital facilities for the indigent sick of the Counties and the Counties agreed to pay the operating costs and expenses of Grady Health System, all in accordance with the terms thereof; 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*” and, together with the Series 2020A Certificates, the “*Prior 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*" and, together with the 2020A 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 2021 Certificates; and

WHEREAS, the Operating Agreement and 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, the Authority's right to receive payments from the Counties under the Operating Agreement from ad valorem taxes is subordinate to the Authority's right to receive payments under the Prior Contracts and this Contract which have a first and prior lien on the specified sums derived from the 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 free-standing emergency department and certain other medical facilities and equipment to be located in Union City, Georgia (the "*Project*"), which Project will be owned by the Authority and included as a part of the "*Leased Facilities*" leased to the Corporation pursuant to the Lease; and

WHEREAS, as set forth in a Certificate Resolution adopted by the Authority on December 16, 2025 (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 part, by the issuance of The Fulton-DeKalb Hospital Authority Revenue Anticipation Certificates (Free-Standing Emergency Department Project), in the aggregate principal amount of \$19,000,000 (the "*Series 2026A Certificates*"), the proceeds of which (and the County's related payments pursuant to the this Contract in respect thereof, including the Contract Payments and the Supplemental Contract Payments) shall represent the County's full financial commitment to the Project; and

WHEREAS, in order to secure the Series 2026A Certificates, 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 2026A Certificates 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 2026A Certificates 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, it is estimated that the total cost of the Project will be approximately \$38,000,000 of which \$19,000,000 (inclusive of closing costs) will be paid from the proceeds of the Series 2026A Certificates, which Series 2026A Certificates and the payments in respect thereof to be made by the County pursuant to this Contract reflect the County's full funding commitment in respect of the Project; and

WHEREAS, in connection with the issuance of the Series 2026A Certificates, the Authority has 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 2026A Certificates (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 2026A Certificates (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 Corporation; and

WHEREAS, the Authority and the Corporation will enter into a Development and Funding Agreement, to be dated as of the date of issuance of the Series 2026A Certificates (the "*Funding Agreement*"), which authorizes the construction and development of the Project by the Corporation on behalf of the Authority; 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 December 17, 2025; 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 2026A Certificates (the "*Additional Certificates*"); and

WHEREAS, the Authority and the County have agreed that the Series 2026A Certificates 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 2026A Certificates and shall continue until midnight on August 1, 2040 or until such time when the principal of and interest on all of the Series 2026A Certificates 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 Operating Agreement or 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 2026A Certificates, the proceeds derived from the sale of the Series 2026A Certificates shall be delivered or caused to be delivered by the Authority as follows:

(i) \$18,564,750.00 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) \$435,250.00 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 2026A Certificates.

(b) As a condition to the issuance and delivery of the Series 2026A Certificates, the Authority has entered into the Funding Agreement with the Corporation in connection with the Corporation's acquisition, construction, equipping and development of the Project on behalf of the Authority. The Funding Agreement is in a form and substance satisfactory to the Chairman and the Fulton County Attorney, and the execution and delivery of same is hereby reaffirmed, acknowledged and approved in all respects by the Chairman (after consultation with the Fulton County Attorney).

The Authority will provide updates to the County, as requested, regarding the construction budget, timeline of construction, MBE utilization, utilization of the proceeds of the Series 2026A Certificates and contractor/subcontractor information as provided by the Corporation in the development of the Project.

(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 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.

(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, 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.

(e) 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 or the Corporation from receiving and collecting from insurance or other sources funds covering the cost of medical care or hospitalization of such person and the Authority and the Corporation 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.

(f) 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 2026A Certificates as same become due and payable on each Interest Payment Date and Principal Payment Date (as defined in the Certificate Resolution).

(g) The Authority shall not issue any certificates, including Additional Certificates (other than the Series 2026A Certificates 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.

(h) In the event that the Series 2026A Certificates are 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 2026A Certificates on the optional redemption date, then the Authority shall be authorized to optionally redeem the Series 2026A Certificates without the consent of the County if provision for payment of the Series 2026A Certificates

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 2026A Certificates).

(i) The Authority shall continue to comply with the provisions of the Operating Agreement as the same may from time to time be amended, including, without limitation, the non-discrimination, audit and budget requirements described therein.

(j) 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 or under the Operating Agreement.

(k) 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 Authority or the Corporation to 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 or the Corporation 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 or under the Operating Agreement.

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 February 20, 2026, and on or before the 20th calendar day of each month thereafter until the Maturity Date of the Series 2026A Certificates on August 1, 2040, a sum equal to 1/6th of the amount payable on the immediately succeeding Interest Payment Date as interest on the Series 2026A Certificates;

(2) on or before February 20, 2026, and on or before the 20th calendar day of each month thereafter until July 20, 2026, a sum equal to 1/6th of the amount payable on August 1, 2026 (the initial Principal Payment Date) as principal on the Series 2026A Certificates, whether by maturity or by mandatory redemption;

(3) on or before August 20, 2026, and on or before the 20th calendar day of each month thereafter until the Maturity Date of the Series 2026A Certificates on August 1, 2040, a sum equal to 1/12th of the amount payable on the immediately succeeding Principal Payment Date as principal on the Series 2026A Certificates, whether by maturity or by mandatory redemption;

(4) on or before any optional redemption date for the Series 2026A Certificates, a sum equal to the principal of, redemption premium (if any) and interest on such Series 2026A Certificates due on such redemption date; provided, however, the County shall be obligated to make the Contract Payments under this Section 4(a)(4) solely upon the prior written consent of the County. For clarity purposes, in the event that the Series 2026A Certificates are optionally redeemed without the prior written consent of the County, then the County shall not be obligated to make the Contract Payments under this Section 4(a)(4); and

(5) 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 2026A Certificates which have matured but which have not been presented for payment.

(ii) In addition to the Contract Payments, the County shall pay (i) to the Authority or to the Paying Agent, the Rebate Amount (if any) due on the Series 2026A Certificates, and (ii) 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 2026A Certificates calculated as set forth in the Certificate Resolution.

(b) The obligation of the County to make the payments required by the Operating Agreement or any future contract between the parties hereto for the purpose of providing funds to pay the operating costs and operating expenses of the Grady Health System (collectively, the “*Subordinate Obligations*”) are hereby expressly made junior and subordinate to the obligations of the County under this Contract and the Prior Contracts. The obligation of the County to make payments required by the Prior Contracts and this Contract will be on parity with each other. The Subordinate Obligations shall not include those under any contract entered into by the County pursuant to Section 4(g) hereof for the purpose of paying or securing debt service on any additional certificates or obligations issued by the Authority.

(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 2026A 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 2026A 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 2026A 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 2026A 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 Grady Health System or any part thereof including the Project, (ii) failure of proper operation and maintenance of the Grady Health System or any part thereof including 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 Grady Health System or any part thereof including 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 Operating Agreement, the Funding Agreement, the Prior Contracts, the Certificate Resolution, the Project Fund Custodian Agreement, 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, including, without limitation, making such adjustments in payments under the Subordinate Obligations.

(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 2026A 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 is prior and superior to any lien with respect to any taxes levied from which amounts are to be paid with respect to any Subordinate Obligations, but which lien shall be on a parity basis with respect to the payments required under the 2026A Contract securing debt service on any outstanding Series 2026A Certificates which are on a parity with the Series 2026A 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 make any payment to the Authority with respect to any Subordinate Obligations or otherwise if the sum of (i) the aggregate payments made and to be made by the County under subparagraph 4(a) hereof and under the 2026A Contract in the then current sinking fund year, (ii) amounts previously paid, if any, in the then current sinking fund year by the County to the Authority under the Operating Agreement or any other Subordinate Obligations, and (iii) the payment then proposed to be made under any Subordinate Obligation or otherwise (other than the payments required to be made under subsection (i) above), would exceed an amount equal to the money which would be generated and collected by a levy on all taxable property located within the boundaries of the County subject to taxation for such purposes as now existent and as the same may hereafter be extended of an ad valorem tax equal to seven mills or such greater limitation as may hereafter be authorized by law (assuming that all property in the County is valued for such purposes at a value equal to the assessed value of such property for the most recently ended fiscal year of the County, as shown on the most recent tax rolls for the County which have been submitted to the State Revenue Commissioner), unless, prior to making the proposed payment, the County shall have prepaid to the Paying Agent all amounts to be payable under subparagraph (a) of this Section 4 in the then current sinking fund year.

(g) 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 (A) the highest Debt Service Requirements for any succeeding Bond Year on the Prior Certificates (if still outstanding), the Series 2026A 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, plus (B) the annual amounts then due and payable by the County under the Subordinate Obligations.

(h) 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 2026A 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 2026A Certificates, and therefore, the County will not execute or deliver a written undertaking (the “*Disclosure Agreement*”) with respect to the Series 2026A Certificates. If the purchaser of the Series 2026A Certificates, or a subsequent purchaser of the Series 2026A Certificates, determines that Rule 15c2-12 is applicable to the Series 2026A 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 2026A 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 2026A Certificates.

(j) The County hereby covenants that prior to issuance of the Series 2026A Certificates it will provide written certification to the Authority and the purchaser of the Series 2026A 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 2026A 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 2026A 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 2026A 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 2026A Certificates and any outstanding Series 2020A 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 2026A 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 Certificates 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 2026A 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 2026A Certificates 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: jjgibson@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.

[Remainder of Page Intentionally Left Blank]

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: _____
Chairman Board of Commissioners
of Fulton County

Attest:

Clerk to the Commission

[SEAL]

APPROVED AS TO FORM:

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

BOND DEBT SERVICE

The Fulton Dekalb Hospital Authority
Revenue Anticipation Certificates (Free Standing Emergency Department Project), Series 2026A

| <i>Period Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt Service</i> | <i>Annual Debt Service</i> |
|----------------------|------------------|---------------|-----------------|---------------------|----------------------------|
| 08/01/2026 | 505,000 | 3.810% | 375,339.72 | 880,339.72 | |
| 12/31/2026 | | | | | 880,339.72 |
| 02/01/2027 | | | 333,834.75 | 333,834.75 | |
| 08/01/2027 | 645,000 | 3.810% | 333,834.75 | 1,278,834.75 | |
| 12/31/2027 | | | | | 1,612,669.50 |
| 02/01/2028 | | | 316,777.50 | 316,777.50 | |
| 08/01/2028 | 990,000 | 3.810% | 316,777.50 | 1,306,777.50 | |
| 12/31/2028 | | | | | 1,623,555.00 |
| 02/01/2029 | | | 299,908.00 | 299,908.00 | |
| 08/01/2029 | 1,040,000 | 3.810% | 299,908.00 | 1,339,908.00 | |
| 12/31/2029 | | | | | 1,637,816.00 |
| 02/01/2030 | | | 280,136.00 | 280,136.00 | |
| 08/01/2030 | 1,090,000 | 3.810% | 280,136.00 | 1,370,136.00 | |
| 12/31/2030 | | | | | 1,650,272.00 |
| 02/01/2031 | | | 260,461.50 | 260,461.50 | |
| 08/01/2031 | 1,145,000 | 3.810% | 260,461.50 | 1,405,461.50 | |
| 12/31/2031 | | | | | 1,685,923.00 |
| 02/01/2032 | | | 239,794.25 | 239,794.25 | |
| 08/01/2032 | 1,205,000 | 3.810% | 239,794.25 | 1,444,794.25 | |
| 12/31/2032 | | | | | 1,694,598.50 |
| 02/01/2033 | | | 218,044.00 | 218,044.00 | |
| 08/01/2033 | 1,265,000 | 3.810% | 218,044.00 | 1,483,044.00 | |
| 12/31/2033 | | | | | 1,701,098.00 |
| 02/01/2034 | | | 195,210.75 | 195,210.75 | |
| 08/01/2034 | 1,330,000 | 3.810% | 195,210.75 | 1,525,210.75 | |
| 12/31/2034 | | | | | 1,720,421.50 |
| 02/01/2035 | | | 171,204.25 | 171,204.25 | |
| 08/01/2035 | 1,395,000 | 3.810% | 171,204.25 | 1,566,204.25 | |
| 12/31/2035 | | | | | 1,737,408.50 |
| 02/01/2036 | | | 146,024.50 | 146,024.50 | |
| 08/01/2036 | 1,465,000 | 3.810% | 146,024.50 | 1,611,024.50 | |
| 12/31/2036 | | | | | 1,757,049.00 |
| 02/01/2037 | | | 119,581.25 | 119,581.25 | |
| 08/01/2037 | 1,535,000 | 3.810% | 119,581.25 | 1,654,581.25 | |
| 12/31/2037 | | | | | 1,774,162.50 |
| 02/01/2038 | | | 91,874.50 | 91,874.50 | |
| 08/01/2038 | 1,615,000 | 3.810% | 91,874.50 | 1,706,874.50 | |
| 12/31/2038 | | | | | 1,798,749.00 |
| 02/01/2039 | | | 62,723.75 | 62,723.75 | |
| 08/01/2039 | 1,695,000 | 3.810% | 62,723.75 | 1,757,723.75 | |
| 12/31/2039 | | | | | 1,820,447.50 |
| 02/01/2040 | | | 32,129.00 | 32,129.00 | |
| 08/01/2040 | 1,790,000 | 3.810% | 32,129.00 | 1,812,129.00 | |
| 12/31/2040 | | | | | 1,844,258.00 |
| | 19,000,000 | | 5,909,747.72 | 24,909,747.72 | 24,909,747.72 |

EXHIBIT "B"

Final Solicitation

Proposed Transaction Overview

**The Fulton-DeKalb Hospital Authority
(Atlanta, Georgia)**

**Fulton County, Georgia
\$19,000,000**

**Revenue Anticipation Certificates, (Free
Standing Emergency Department Project),
Series 2026A**

November 2025



Project Overview

The Fulton County Free-Standing Emergency Department (“FSED”) is a collaborative project (the “Project”) between Grady Health System (“Grady”) and Fulton County (the “County”) aimed to address the critical healthcare access gap in South Fulton County, Georgia following the closure of two hospitals in the County in 2022. The Project has been identified by the County as a high priority due to the health disparities in the area.

The FSED aims to achieve the following goals:

- Provide 24/7 services to the community;
- Enhance patient care;
- Expand facilities to meet growing demand;
- Optimize operational efficiency;
- Ensure regulatory compliance;
- Promote community engagement;
- Sustain financial viability, and
- Achieve 30% minority spend to diverse suppliers for architectural services.

The FSED will be located on a 40-acre parcel located at the intersection of South Fulton Parkway and Campbellton-Fairburn Road Highway 92 in Union City. The facility will encompass over 20,000 square feet and will include 16 patient bays, a dedicated ambulance entrance, a helipad for flight transfers to other hospitals, imaging services, lab services, patient and staff support areas and a pharmacy. It is designed to provide emergency care for both adult and pediatric patients with serious and/or life-threatening conditions. The site will also allow for the possibility of future expansion to include additional healthcare services.

The total project cost is approximately \$38.9 million and will be funded utilizing a combination of contributions from the County and Grady. The total cost to complete the facility will be split proportionally between the County and Grady. The ongoing operating costs of the facility will be covered by patient revenues. Construction on the Project began in March 2025 and is anticipated to be completed in April 2026 for a fall 2026 emergency room opening.

Proposed Funding of the Project

The Fulton-DeKalb Hospital Authority (the “Authority” or “FDHA”) is proposing the issuance of tax-exempt Revenue Anticipation Certificates in the aggregate principal amount of \$19 million to fund a portion of the costs of the FSED.



The Fulton-DeKalb Hospital Authority Revenue Anticipation Certificates (Free-Standing Emergency Department Project), Series 2026A (the "Series 2026A Certificates") will be issued by the Authority, in an amount not to exceed \$19 million, and represent the County's contribution to the Project.

The Authority's issuance of the Series 2026A Certificates is predicated on the execution of a new intergovernmental agreement with the County. The Authority is seeking to complete the issuance of the Series 2026A Certificates by January 2026 and will be utilizing a competitive bidding process to secure a financial commitment.

Profile of The Fulton-DeKalb Hospital Authority (Certificate Issuer)

The Fulton-DeKalb Hospital Authority will serve as the conduit issuer of the proposed Series 2026A Certificates.

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.

The Authority is empowered by the Hospital Authorities Law, among other things, as follow, "...to acquire by purchase, lease, or otherwise and to operate projects,...[which within the meaning of the Act, include]..hospitals, healthcare facilities, office buildings clinics, housing accommodations, nursing homes, rehabilitation centers, extended care facilities, and other public facilities,...to borrow money,...to exercise any and all powers now or hereafter possessed by private corporations performing similar functions,...to construct, reconstruct, improve, alter and repair projects;...to borrow money for any corporate purpose; ...to mortgage, pledge or assign any revenue [and] to issue revenue anticipation certificates for the purpose of providing funds to carryout [its] duties..."

The Authority fosters comprehensive healthcare initiatives in the greater Atlanta community through agency-to-agency collaboration, solid corporate relationships and effective community outreach campaigns. Governed by a ten-member Board of Trustees appointed by the commissioners of Fulton and DeKalb counties, the Authority is committed to working to meet the healthcare needs of the residents of Fulton and DeKalb counties and provide quality health care.

The Authority has served the indigent residents of Fulton and DeKalb counties for over 72 years, dating back to World War II. The FDHA promotes general healthcare needs by providing grants to community-based health organizations, hosting or sponsoring health events and advocating for responsive healthcare policy for indigent citizens in the State of Georgia.

The Authority owns a complete medical center including hospital facilities known as “Grady Memorial Hospital” and outpatient clinical facilities and related parking and other facilities (collectively, the “Grady Health System”). Since 2008, the Authority has leased the Grady Health System pursuant to a Lease and Transfer Agreement to Grady Memorial Hospital Corporation, a Georgia nonprofit corporation (the “Corporation”), to facilitate daily operations. The Authority maintains oversight for the Grady Health System and focuses on overseeing operations of Grady Memorial Hospital and promoting the general health of the community.

Profile of Fulton County (Certificate Obligor)

The County is the central county in the Atlanta Metropolitan Area and the most populous county in Georgia. The latest estimated population of the County as of July 1, 2024 was 1,090,354 as estimated by the U.S. Census Bureau. Originally created in 1853 by the Georgia General Assembly and enlarged in 1931 by the absorption of two adjacent counties, the County encompasses approximately 529 square miles. The City of Atlanta occupies approximately 133 square miles, or about 25% of the County, and accounts for approximately 42% of its population. The fourteen other incorporated cities located in the County are: Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City. Urban and suburban areas associated with Atlanta, Hapeville, East Point, Sandy Springs and College Park are located in the central section of the County; suburban areas associated with Alpharetta, Roswell, Johns Creek and Milton are located in the northern section of the County, and agricultural areas remain in the extreme ends of the 75-mile distance from the northern to the southern boundaries.

The County provides a full range of services to these citizens including a comprehensive court system, a full range of public health and human services and facilities, and library services.

| | | |
|-------------------------------|----------|----------------------|
| Fulton County Credit Ratings: | Fitch: | AAA (stable outlook) |
| | Moody's: | Aa1 (stable outlook) |
| | S&P: | AA+ (stable outlook) |



Continuing Disclosure Information

Financial information regarding the County, including information provided as part of the County's existing continuing disclosure undertakings can be accessed with the following links:

Comprehensive Annual Financial Reports:

<https://www.fultoncountyga.gov/inside-fulton-county/fulton-county-departments/finance/annual-financial-reports>

County Continuing Disclosure:

<https://emma.msrb.org/IssueView/Details/ER378254>

Existing FDHA-Fulton County Debt Obligations

The County currently has \$57.345 million in financial obligations outstanding in respect of intergovernmental contract-backed bonds issued through the FDHA related to prior funding of capital improvements for Grady Health Systems. The Authority's Revenue Certificates (Grady Surgical Center Project), Series 2020A (the "Series 2020A Certificates") have a final maturity date of August 1, 2034. The Authority's Revenue Certificates (Ponce de Leon Center Project), Series 2021 (the "Series 2021 Certificates" and, together with the Series 2020A Certificates, the "Existing FDHA Debt Obligations") have a final maturity date of August 1, 2034. The primary source of repayment for these obligations is derived from the County General Fund, evidenced by a contractual commitment with the FDHA. A detailed schedule of outstanding debt service for the Existing FDHA Debt Obligations, exclusive of the proposed Series 2026A Certificates, is as follows:

The Fulton-DeKalb Hospital Authority
 Revenue Anticipation Certificates (Free-Standing Emergency Department Project),
 Series 2026A

| Fulton County, Georgia Detailed Schedule of Outstanding Debt related to FDHA | | | | | |
|---------------------------------------------------------------------------------|----------------------|---------------------|----------------------|----------------------|--------------|
| Period End | Principal | Interest | Debt Service | Annual Debt Service | Bond Balance |
| 2/1/2026 | - | 393,618 | 393,618 | - | 57,345,000 |
| 8/1/2026 | 6,030,000 | 393,618 | 6,423,618 | - | 51,315,000 |
| 12/31/2026 | - | - | - | 6,817,235 | 51,315,000 |
| 2/1/2027 | - | 352,353 | 352,353 | - | 51,315,000 |
| 8/1/2027 | 6,110,000 | 352,353 | 6,462,353 | - | 45,205,000 |
| 12/31/2027 | - | - | - | 6,814,705 | 45,205,000 |
| 2/1/2028 | - | 310,506 | 310,506 | - | 45,205,000 |
| 8/1/2028 | 6,195,000 | 310,506 | 6,505,506 | - | 39,010,000 |
| 12/31/2028 | - | - | - | 6,816,011 | 39,010,000 |
| 2/1/2029 | - | 268,045 | 268,045 | - | 39,010,000 |
| 8/1/2029 | 6,280,000 | 268,045 | 6,548,045 | - | 32,730,000 |
| 12/31/2029 | - | - | - | 6,816,090 | 32,730,000 |
| 2/1/2030 | - | 224,971 | 224,971 | - | 32,730,000 |
| 8/1/2030 | 6,370,000 | 224,971 | 6,594,971 | - | 26,360,000 |
| 12/31/2030 | - | - | - | 6,819,942 | 26,360,000 |
| 2/1/2031 | - | 181,252 | 181,252 | - | 26,360,000 |
| 8/1/2031 | 6,455,000 | 181,252 | 6,636,252 | - | 19,905,000 |
| 12/31/2031 | - | - | - | 6,817,504 | 19,905,000 |
| 2/1/2032 | - | 136,920 | 136,920 | - | 19,905,000 |
| 8/1/2032 | 6,545,000 | 136,920 | 6,681,920 | - | 13,360,000 |
| 12/31/2032 | - | - | - | 6,818,839 | 13,360,000 |
| 2/1/2033 | - | 91,942 | 91,942 | - | 13,360,000 |
| 8/1/2033 | 6,635,000 | 91,942 | 6,726,942 | - | 6,725,000 |
| 12/31/2033 | - | - | - | 6,818,884 | 6,725,000 |
| 2/1/2034 | - | 46,294 | 46,294 | - | 6,725,000 |
| 8/1/2034 | 6,725,000 | 46,294 | 6,771,294 | - | - |
| 12/31/2033 | - | - | - | 6,817,587 | - |
| Totals | \$ 57,345,000 | \$ 4,011,797 | \$ 61,356,797 | \$ 61,356,797 | |



Source of Contract Payments to the FDHA

The County's General Fund is currently utilized to meet scheduled and periodic contract payments related to the Existing FDHA Debt Obligations. It is anticipated that the proposed Series 2026A Certificates payments will also be funded in a similar manner (e.g., via payments made by Fulton County to the FDHA pursuant to the Intergovernmental Contract). However, it should be noted, under the existing intergovernmental contracts relating to the existing FDHA Debt Obligations and under the intergovernmental contract to be executed in connection with the Series 2026A Certificates, the County has agreed, and will agree for the Series 2026A Certificates, to levy an ad-valorem tax, within the maximum millage limitation prescribed by law on all taxable property located within Fulton County as may be necessary to produce revenues sufficient to fulfill its obligations under the existing and proposed intergovernmental contract. The maximum millage rate permitted by the Hospital Authorities Law of Georgia is seven mills. Nothing contained in the existing and proposed intergovernmental contracts, however, may be construed as limiting the right of the County to pay the obligations under the intergovernmental contracts out of its general funds or from other sources lawfully available to it for such purposes. For purpose of clarification and to avoid doubt, It is contemplated that the County will execute a similar Intergovernmental Contract as that entered in connection with the existing FDHA Debt Obligations reflecting the current terms and conditions for the Series 2026A Certificates.

Debt Coverage Ratio*:

| | |
|--------------------------------|-----------------|
| 2024 Assessed Value (M&O) | 92,180,976,482 |
| Value of 1 Mill: | 92.180 million |
| Value of 7 Mill Pledge: | 645.266 million |
| Outstanding Max. Debt Service: | \$6,819,942 |
| Existing Debt Coverage: | 94.61x |
| Projected Max. Debt Service: | \$8,617,339* |
| Total Projected Debt Coverage: | 74.88x* |

*Projected Maximum Debt Service assumes the issuance of the Series 2026A Certificates with a 15-year amortization period plus the Maximum Debt Service for the Existing FDHA Debt Obligations.

Note: The principal of, redemption premium, if any, and interest on the Series 2026A Certificates shall be payable solely from certain payments to be made by the County under the terms of the Intergovernmental Contract relating to the Series 2026A Certificates and provided to the Custodian for deposit in the Contract Payments Fund held by the Custodian under the Certificate Resolution; and neither the Authority nor any of its assets or other revenue (other than the funds created for the Series 2026A Certificates) shall



The Fulton-DeKalb Hospital Authority
Revenue Anticipation Certificates (Free-Standing Emergency Department Project),
Series 2026A

secure or otherwise be available to pay debt service on the Series 2026A Certificates. The Corporation is not directly or indirectly liable for the payment of debt service on the Series 2026A Certificates.

Schedule:

- Friday, November 14, 2025: Distribute Solicitation
- Wednesday, November 19, 2025: Deadline for Questions at 12 PM, ET
- Wednesday, December 3, 2025: Proposals Due at 12 PM, ET and subsequent Award
- Friday, December 5, 2025: Purchaser Counsel distributes Certificate Purchase Agreement for review; Co-Bond Counsel circulates revised bond documents containing the final terms of the Series 2026A Certificates
- Friday, December 5, 2025: Purchaser Counsel sends comments to bond documents; Co-Bond Counsel circulates revised bond documents
- Week of December 8: Purchaser Counsel provides sign-off on all bond documents
- December 16, 2025: Authority Meeting to adopt final resolution, final documents, including execution of Certificate Purchase Agreement
- December 17, 2025: County Meeting to adopt final resolution, final documents, including execution of Certificate Purchase Agreement
- After December 17 – January: Validation of the Series 2026A Certificates
- January 14, 2026: Close Transaction

Summary of Key Preliminary Transaction Provisions

| | |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Issuer: | The Fulton-DeKalb Hospital Authority ("FDHA") |
| Obligor: | Fulton County, Georgia ("County") |
| Bond Amount: | Not to exceed \$19 million |
| Transaction Purpose: | Fund project costs and transaction costs of issuance. |
| Minimum Net Proceeds: | \$19,000,000* |
| Certificate Description: | Revenue Anticipation Certificates (Free-Standing Emergency Department Project), Series 2026A (the "Series 2026A Certificates") |
| Rating: | The Series 2026A Certificates will not be rated. |
| Interest Rate Mode: | Fixed Rate, Tax-Exempt |
| Call Feature: | August 1, 2031, at par.* Other call options will be considered |
| Interest Payment Dates: | Interest payments on the Certificates will be paid semi-annually on February 1 and August 1, beginning August 1, 2026. Interest will be computed on the basis of a 360-day year consisting of twelve, 30-day months. |
| First Interest Date: | August 1, 2026 |
| First Principal Date: | August 1, 2026 |
| Estimated Closing Date: | January 14, 2026* |
| Final Maturity: | August 1, 2040* (Not to exceed 15 years) |
| Authority for Issuance: | The proposed Series 2026A Certificates are being issued pursuant to the authority granted by (a) Article IX, Section III, Paragraphs I(a) of the Constitution of the State of 1983; (b) the laws of the State (including with limitation, the Hospital Authorities Law); and (c) the proposed Certificate Resolution. |

The Fulton-DeKalb Hospital Authority
Revenue Anticipation Certificates (Free-Standing Emergency Department Project),
Series 2026A

Security and Payment: **Primary:** Fulton County General Fund; and,
 Secondary: Levy of an ad-valorem tax in an amount
 sufficient to meet intergovernmental
 contract payments. The levy is limited to
 7 mills of the County's taxable gross
 digest.

The proposed Series 2026A Certificates are limited obligations of the Authority payable solely from and secured by payments made by the County to the Authority pursuant to an Intergovernmental Contract.

The proposed Series 2026A Intergovernmental Contract obligates the County to make periodic payments ("Contract Payments") to the Authority in amounts calculated to be sufficient to pay, when due, the principal of, premium (if any), and interest on the proposed Series 2026A Certificates.

The principal of, redemption premium, if any, and interest on the Series 2026A Certificates shall be payable solely from certain payments to be made by the County under the terms of the Intergovernmental Contract and provided to the Custodian for deposit in the Contract Payments Fund held by the Custodian under the Certificate Resolution; and neither the Authority nor any of its assets or other revenue (other than the funds created for the Series 2026A Certificates) shall secure or otherwise be available to pay debt service on the Series 2026A Certificates.

**Primary Transaction
Documentation:**

Intergovernmental Contract with Authority and
County
Fulton County Authorizing Resolution
FDHA Certificate Resolution
Development and Funding Agreement
Agreement Relating to Custodian and Depository
Paying Agent and Registrar Agreement
Investor Letter
Certificate Purchase Agreement



The Fulton-DeKalb Hospital Authority
Revenue Anticipation Certificates (Free-Standing Emergency Department Project),
Series 2026A

Co-Bond Counsel: Arnall Golden Gregory LLP
Murray Barnes Finister LLP

Financial Advisor: Terminus Municipal Advisors, LLC

Counsel to the County: McGuire Woods LLP

Direct Placement: The Series 2026A Certificates will be issued and sold directly by the Authority to the winning bidder, as an investor. The Authority will not prepare an offering statement, seek ratings, or provide a continuing disclosure agreement with respect to the Series 202A Certificates.

Exemption from Rule 15c2-12: The issuance of the Series 2026A Certificates as a private placement will be exempt from Rule 15c2-12; accordingly, no continuing disclosure agreement will be required.

Book-Entry: The Series 2026A Certificates will not be delivered in book-entry form or made DTC eligible. No CUSIP number will be obtained for the Series 2026A Certificates.

Qualified Investor: The Series 2026A Certificates may only be purchased, resold, pledged or transferred in compliance with the Certificate Resolution and only to Qualified Institutional Buyers as defined in Rule 144A of the Securities Act or to a common law trust, statutory trust or another type of trust or custodial arrangement in which all of the beneficial ownership interests therein would be owned by one or more Qualified Institutional Buyers.

Investor Letter: The Purchaser of the Series 2026A Certificates shall be a Qualified Investor and shall provide to the Registrar and the Authority an investor letter in the form attached to the Certificate Resolution as Exhibit H. The Series 2026A Certificates may not be transferred or sold to any entity unless such entity is a "qualified institutional buyer" within the meaning of Section 144A of the 1933 Act.

The Fulton-DeKalb Hospital Authority
 Revenue Anticipation Certificates (Free-Standing Emergency Department Project),
 Series 2026A

**Representation of
 Intent to Hold:**

By submitting a bid, each bidder affirms that it has a present intent to hold the Series 2026A Certificates to maturity or earlier redemption, or for its loan portfolio, and has no present intention of reselling or otherwise disposing of all or a part of the Series 2026A Certificates. By submitting a bid, each bidder also acknowledges that Terminus Municipal Advisors, LLC, as Financial Advisor, is relying on the foregoing representation and based on this representation this transaction meets the requirements for being a qualifying exception for purposes of MSRB Rule G-34, and the Financial Advisor is excepted and released from the requirement to request a CUSIP assignment on behalf of the Authority pursuant to MSRB Rule G-34 for the Series 2026A Certificates.

Amortization Schedule:

| (15-Yr Schedule) | |
|------------------|--------------|
| August 1 | Principal* |
| 2026 | \$ 505,000 |
| 2027 | \$ 945,000 |
| 2028 | \$ 990,000 |
| 2029 | \$ 1,040,000 |
| 2030 | \$ 1,090,000 |
| 2031 | \$ 1,145,000 |
| 2032 | \$ 1,205,000 |
| 2033 | \$ 1,265,000 |
| 2034 | \$ 1,330,000 |
| 2035 | \$ 1,395,000 |
| 2036 | \$ 1,465,000 |
| 2037 | \$ 1,535,000 |
| 2038 | \$ 1,615,000 |
| 2039 | \$ 1,695,000 |
| 2040 | \$ 1,780,000 |

*Subject to change.



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EXHIBIT "C"

Addendum to the Certificate Purchase Agreement

\$19,000,000
The Fulton-DeKalb Hospital Authority
Revenue Anticipation Certificates
(Free-Standing Emergency Department Project), Series 2026A

ADDENDUM TO CERTIFICATE PURCHASE AGREEMENT

December 17, 2025

In connection with Regions Capital Advantage, Inc., a [] corporation (the "*Purchaser*") entering into this Certificate Purchase Agreement with The Fulton-DeKalb Hospital Authority (the "*Authority*"), for the purchase by the Purchaser, and the sale by the Authority, of The Fulton-DeKalb Hospital Authority Revenue Anticipation Certificates (Free-Standing Emergency Department Project), Series 2026A, in the aggregate principal amount of \$19,000,000 (the "*Series 2026A Certificates*"), the County hereby acknowledges and agrees to the following for the benefit of the Purchaser:

1. The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services.
2. With respect to this certificate and any other information, materials or communications provided by the Purchaser: (i) the Purchaser and its representatives are not recommending an action to the Authority, the County, or any other municipal entity or obligated person; (ii) the Purchaser and its representatives are not acting as an advisor to the Authority or the County, or any other municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Authority or the County, or any other municipal entity or obligated person with respect to any such information, materials or communications; (iii) the Purchaser and its representatives are acting for their own interests; (d) the County has been informed that the it should discuss any and all information, materials or communications provided by the Purchaser with any and all internal and external advisors and experts that the County deems appropriate before acting on any such information, materials or communications provided by the Purchaser.
3. The County acknowledges and agrees that the Purchaser is purchasing the Series 2026A Certificates in evidence of a privately negotiated loan and in that connection the Series 2026A Certificates shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.
4. The County represents and warrants to the Purchaser that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person or entity.

5. The County further represents and warrants to the Purchaser that it and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by the Series 2026A Certificates on behalf of any person or entity named as a Specially Designated National and Blocked Person.
6. To the extent permitted by applicable law, the County irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Authority, the County and the Purchaser, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to the Series 2026A Certificates and any terms sheet therefor, or any of the other certificates, documents, agreements, and materials associated with the Series 2026A Certificates. This provision is a material inducement for the Purchaser's determination to purchase the Series 2026A Certificates.

[Remainder of Page Intentionally Left Blank]

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

FULTON COUNTY, GEORGIA

By: _____

Chairman, Board of Commissioners
of Fulton County

Attest:

Clerk to the Commission

[SEAL]

APPROVED AS TO FORM:

County Attorney

Fulton County, Georgia