RESOLUTION OF THE BOARD OF COMMISSIONERS OF FULTON COUNTY, GEORGIA AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A BEHAVIORAL HEALTH CRISIS CENTER 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 BEHAVIORAL HEALTH CRISIS CENTER 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 BEHAVIORAL HEALTH CRISIS CENTER CONTRACT; AND FOR OTHER PURPOSES.

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

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

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

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

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

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

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

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

WHEREAS, as set forth in a Certificate Resolution adopted by the Authority on August 17, 2026 (the "***Certificate Resolution***"), the acquisition, construction and equipping of the Project, along with the payment of certain costs of issuance thereof, will be financed in whole or in part, by the issuance of "*The Fulton-DeKalb Hospital Authority Revenue Anticipation Certificate (Behavioral Health Crisis Center Project), Federally Taxable Series 2026B,*" in the principal amount of $24,000,000 (the "***Series 2026B Certificate***"); and

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

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

WHEREAS, the execution and delivery of the Behavioral Health Crisis Center Contract, the Paying Agent and Registrar Agreement, and Agreement Relating to Custodian and Depository by the Authority was authorized by the Authority pursuant to the Certificate Resolution; and

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

WHEREAS, the Behavioral Health Crisis Center 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 2026B Certificate, the County approves the sale of the Series 2026B Certificate by the Authority to Regions Commercial Equipment Finance, LLC (the "***Purchaser***") and proposes to enter into an Addendum to the Certificate Purchase Agreement, dated August 19, 2026 (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 Behavioral Health Crisis Center 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 Behavioral Health Crisis Center 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 Behavioral Health Crisis Center Contract by an Authorized Signatory shall constitute conclusive evidence that such Behavioral Health Crisis Center Contract conforms to the provisions of this resolution;

BE IT FURTHER RESOLVED that for the purpose of providing funds for payment under the Behavioral Health Crisis Center 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 Behavioral Health Crisis Center 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 Behavioral Health Crisis Center Contract and the Prior Contracts; provided, however, that the payments to be made by the County under the Behavioral Health Crisis Center Contract in respect of the Series 2026B Certificate, 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 Behavioral Health Crisis Center 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 Behavioral Health Crisis Center 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 2026B Certificate are hereby ratified and approved; and

BE IT FURTHER RESOLVED that the County approves the sale of the Series 2026B Certificate to the Purchaser subject to the terms and conditions set forth in the Behavioral Health Crisis Center Contract and all actions heretofore taken by the County relating to the sale of the Series 2026B Certificate 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 Agreement Relating to Custodian and Depository 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 Agreement Relating to Custodian and Depository 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 Agreement Relating to Custodian and Depository by an Authorized Signatory shall constitute conclusive evidence that such Addendum to the Agreement Relating to Custodian and Depository conforms to the provisions of this resolution; 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 Agreement Relating to Custodian and Depository 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 Agreement Relating to Custodian and Depository 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 execution, delivery and performance by the County of the Addendum to the Certificate Purchase Agreement in the form attached hereto as **Exhibit D**, 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; 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 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 2026B Certificate 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 2026B Certificate.

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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 19th day of August, 2026.

Robert L. Pitts, Chairman

ATTEST:

Tonya R. Grier, Clerk

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

EXHIBIT "A"

Form of Behavioral Health Crisis Center Contract

BEHAVIORAL HEALTH CRISIS CENTER CONTRACT
(Fulton)

THIS BEHAVIORAL HEALTH CRISIS CENTER CONTRACT (as amended and supplemented, the "***Contract***") is made and entered into on September 30, 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 and the County heretofore issued and sold $66,920,000 in original principal amount of The Fulton-DeKalb Hospital Authority Revenue Certificates (Grady Surgical Center Project), Series 2020A (the "***Series 2020A Certificates***") on terms and conditions set forth in a Certificate Resolution adopted on March 31, 2020 (the "***2020A Certificate Resolution***") in order to finance the acquisition, construction, equipping and development of a new center for advanced surgical services to be housed in an approximately 10-story facility that includes a multi-story parking garage containing approximately 600 parking spaces and an outpatient surgical center containing approximately 225,000 square feet of space to be located at the former site of the Aldredge Building in Downtown Atlanta (collectively, the "***2020A Project***"); and

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

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

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

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

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

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

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

WHEREAS, as set forth in a Certificate Resolution adopted by the Authority on August 17, 2026 (the "***Certificate Resolution***"), the acquisition, construction and equipping of the Project, along with the payment of certain costs of issuance thereof, will be financed in whole or in part, by the issuance of "*The Fulton-DeKalb Hospital Authority Revenue Anticipation Certificate (Behavioral Health Crisis Center Project), Federally Taxable Series 2026B,*" in the principal amount of $24,000,000 (the "***Series 2026B Certificate***"); and

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

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

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

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

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

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

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

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

1. *Effective Date.* This Contract shall take effect as of the date of the issuance and delivery of the Series 2026B Certificate and shall continue until midnight on September 30, 2031 or until such time when the principal of and interest on all of the Series 2026B Certificate have been fully paid or shall be deemed to have been fully paid (within the meaning of the Certificate Resolution); but in no event shall the term of this Contract exceed forty (40) years from the date hereof.

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

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

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

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

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

(b) At all times during the term of this Contract and in accordance with the rules and regulations of the Authority or any subsequent agreement by the County, the Authority will maintain and have available or cause to have maintained and available facilities to care for the indigent sick persons of the County requiring Medical Care and Hospitalization (as defined in Section 5(b) hereof), as may be properly certified as entitled to receive treatment pursuant to the rules and regulations of the Authority.

(c) This Contract shall not be construed as prohibiting the Authority or the County from (i) accepting any voluntary payments which any such indigent sick person receiving Medical Care or Hospitalization may wish to make on his or her own behalf, (ii) collecting the proceeds of any hospitalization, accident or health insurance or other type of insurance with respect to which such indigent sick person may be a beneficiary, (iii) collecting any health care benefit relating to such indigent sick person under any governmental program or (iv) asserting its statutory hospital lien against any recovery relating to Medical Care and Hospitalization administered at the Project to which such indigent sick person may be entitled; and provided, further, that nothing herein shall prevent the Authority or the County making charges for its services and facilities where the same are rendered to persons who are not certified as indigent.

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

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

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

(g) 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.

(h) 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 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 to grant a security interest in or create a lien on such property so acquired provided the Authority does not pledge or create a lien on general revenues of the Authority unless otherwise authorized. The incurrence of such obligation, in and of itself, shall not result in an increase in payments due by the County hereunder.

4. *The County's Obligations*

(a) The County shall pay to the Authority for such Medical Care and Hospitalization, and to support the other public health and welfare needs being met by the Authority, moneys sufficient to provide for the payment of the principal of and the interest on the Series 2026B Certificate as the same become due and payable. 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 October 20, 2026, and on or before the 20th calendar day of each month thereafter until the Maturity Date of the Series 2026B Certificates on September 30, 2031, a sum equal to the amount payable on the immediately succeeding Interest Payment Date as interest on the Series 2026B Certificates;

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

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

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

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

(b) *Reserved.*

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

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

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

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

Service Requirements for any succeeding Bond Year on the Prior Certificates (if still outstanding), the Series 2026B Certificates (if still outstanding), any other Outstanding Certificates (as those terms are defined in the Certificate Resolution) and on the Additional Certificates proposed to be issued.

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

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

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

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

(a) Subject to the provisions of subparagraph 3(g) and subparagraph 4(g), as a part of the undertaking contemplated herein, the Authority is under an obligation to meet the principal and interest requirements of the Series 2026B Certificates as same become due and payable on each Interest Payment Date and Principal Payment Date (as such terms are defined in the Certificate Resolution) from the Contract Payments, and the Contract Payments shall be irrevocably pledged to the payment of the principal of and interest on and redemption premium (if any) on the Series 2026B Certificates to the extent and in the manner to be provided in the

Certificate Resolution, to all of which each party does hereby consent; provided, however, should at some later date or dates it be determined advisable to issue additional revenue certificates or obligations by the Authority ranking as to lien on the revenues of the Authority derived hereunder pari passu with the Series 2026B Certificates and any other outstanding Prior Certificates and a new contract or supplemental agreement to this Contract be entered into by and between the parties hereto to that effect, then the lien herein created on said revenues as security for the payment of the Series 2026B Certificates may be extended and broadened to include the payment of any such certificates or obligations and the principal of and interest thereon and redemption premium (if any).

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

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

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

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

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

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

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

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

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

If to the Authority:	The Fulton-DeKalb Hospital Authority 145 Edgewood Avenue – Second Floor Atlanta, Georgia 30303 Attention: Jevon Gibson, CEO E-mail: jgibson@thefdha.org
With a copy to:	Arnall Golden Gregory LLP 171 17th Street, Suite 2100 Atlanta, Georgia 30363 Attention: Sandra Z. Zayac, Esq. Telephone: (404) 873-8124 Fax: (404) 873-8125
If to the County:	Department of Finance 141 Pryor Street, SW, Suite 7000 Atlanta, Georgia 30303 Attention: Sharon Whitmore, Chief Financial Officer (404) 612-7385
with copy to:	Office of the County Attorney 141 Pryor Street, SW, Suite 4038 Atlanta, Georgia 30303 Attention: Y. Soo Jo, Esq. County Attorney (404) 612-4000

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

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

[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

EXHIBIT “B”

Final Solicitation

Transaction Overview

The Fulton-DeKalb Hospital Authority (Atlanta, Georgia)

Fulton County, Georgia
$24,000,000

Revenue Anticipation Certificate (Behavioral Health Crisis Center Project), Federally Taxable Series 2026B

August 4, 2026

The Fulton-DeKalb Hospital Authority

FULTON COUNTY

TerminusMunicipalAdvisors LLC

Project Overview

In July 2026, The Fulton County Board of Commissioners approved a formal contract to partner with the Georgia Department of Behavioral Health and Developmental Disabilities to construct a second Behavioral Health Crisis Center in North Fulton County. Operating adjacent to Health and Human Services North facility at 4700 Northpointe Parkway, the state-supported facility is designed to expand behavioral health access across the region, reducing county jail bookings and emergency department utilization for patients experiencing acute crises.

The planned 24/7 walk-in crisis facility will provide comprehensive behavioral health intervention and stabilization services. Key physical and operational components include:

- 24/7 Walk-In Crisis Center: Immediate access for self-referrals, first responders, and community drop-offs,
- Crisis Stabilization Beds: Approximately 24 dedicated inpatient beds, and
- Temporary Observation Positions: 16 temporary positions (utilizing a flexible mix of observation chairs and beds).

Total project cost is approximately $24 million. The project combines state operational subsidies with a county-backed interim financing vehicle to cover total capital costs. State Operational Funding of approximately $9.4 million will be provided to the County annually under the approved contract with the Georgia Department of Behavioral Health and Developmental Disabilities. The anticipated financing is expected to bridge short-term construction expenses, allowing capital to be aligned with state funding disbursements.

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

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

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 follows, "...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, 2025 was 1,098,791 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 $69.81 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") have a final maturity date of August 1, 2034. The Authority's Revenue Anticipation Certificates (Free-Standing Emergency Department Project), Series 2026A (the "Series 2026A Certificates" and, together with the Series 2020A Certificates and the Series 2021 Certificates, the "Existing

FDHA Debt Obligations") have a final maturity date of August 1, 2040. 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 2026B Certificate, is as follows:

Fulton County, Georgia
Detailed Schedule of Outstanding Debt related to FDHA

Period End	Principal	Interest	Debt Service	Annual Debt Service	Bond Balance
2/1/2027	-	686,187	686,187	-	69,810,000
8/1/2027	7,055,000	686,187	7,741,187	-	62,755,000
12/31/2027	-	-	-	8,427,375	62,755,000
2/1/2028	-	627,283	627,283	-	62,755,000
8/1/2028	7,185,000	627,283	7,812,283	-	55,570,000
12/31/2028	-	-	-	8,439,566	55,570,000
2/1/2029	-	566,953	566,953	-	55,570,000
8/1/2029	7,320,000	566,953	7,886,953	-	48,250,000
12/31/2029	-	-	-	8,453,906	48,250,000
2/1/2030	-	505,107	505,107	-	48,250,000
8/1/2030	7,460,000	505,107	7,965,107	-	40,790,000
12/31/2030	-	-	-	8,470,214	40,790,000
2/1/2031	-	441,714	441,714	-	40,790,000
8/1/2031	7,600,000	441,714	8,041,714	-	33,190,000
12/31/2031	-	-	-	8,483,427	33,190,000
2/1/2032	-	376,714	376,714	-	33,190,000
8/1/2032	7,750,000	376,714	8,126,714	-	25,440,000
12/31/2032	-	-	-	8,503,428	25,440,000
2/1/2033	-	309,986	309,986	-	25,440,000
8/1/2033	7,900,000	309,986	8,209,986	-	17,540,000
12/31/2033	-	-	-	8,519,972	17,540,000
2/1/2034	-	241,504	241,504	-	17,540,000
8/1/2034	8,055,000	241,504	8,296,504	-	9,485,000
12/31/2034	-	-	-	8,538,009	9,485,000
2/1/2035	-	171,204	171,204	-	9,485,000
8/1/2035	1,395,000	171,204	1,566,204	-	8,090,000
12/31/2035	-	-	-	1,737,409	8,090,000
2/1/2036	-	146,025	146,025	-	8,090,000
8/1/2036	1,465,000	146,025	1,611,025	-	6,625,000
12/31/2036	-	-	-	1,757,049	6,625,000
2/1/2037	-	119,581	119,581	-	6,625,000
8/1/2037	1,535,000	119,581	1,654,581	-	5,090,000
12/31/2037	-	-	-	1,774,163	5,090,000
2/1/2038	-	91,875	91,875	-	5,090,000
8/1/2038	1,615,000	91,875	1,706,875	-	3,475,000
12/31/2038	-	-	-	1,798,749	3,475,000
2/1/2039	-	62,724	62,724	-	3,475,000
8/1/2039	1,695,000	62,724	1,757,724	-	1,780,000
12/31/2039	-	-	-	1,820,448	1,780,000
2/1/2040	-	32,129	32,129	-	1,780,000
8/1/2040	1,780,000	32,129	1,812,129	-	-
12/31/2040	-	-	-	1,844,258	-
Totals	$ 69,810,000	$ 8,757,970	$ 78,567,970	$ 78,567,970	

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 2026B Certificate 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 2026B Certificate, the County has agreed, and will agree for the Series 2026B Certificate, 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 2026B Certificate.

Debt Coverage Ratio*:

2025 Assessed Value (M&O)	94,681,814,383
Value of 1 Mill:	94.681 million
Value of 7 Mill Pledge:	662.772 million
Outstanding Max. Debt Service:	$8,538,009
Existing Debt Coverage:	77.63x

Note: The principal of, redemption premium, if any, and interest on the Series 2026B Certificate shall be payable solely from certain payments to be made by the County under the terms of the Intergovernmental Contract relating to the Series 2026B Certificate 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 2026B Certificate) shall secure or otherwise be available to pay debt service on the Series 2026B Certificate.

Schedule:

- Tuesday, August 4, 2026: Distribute Solicitation
- Thursday, August 6, 2026: Deadline for Questions at 5 PM, ET
- Friday, August 14, 2026: Proposals Due at 10 AM, ET and subsequent Award
- Tuesday, August 18: Purchaser Counsel provides sign-off on all bond documents
- Wednesday August 19, 2026: County Meeting to adopt final resolution, final documents, including execution of Certificate Purchase Agreement
- TBD: Authority Meeting to adopt final resolution, final documents, including execution of Certificate Purchase Agreement
- September 2026: Validation of the Series 2026B Certificate
- September 30, 2026: Close Transaction

Summary of Key Preliminary Transaction Provisions

Issuer:	The Fulton-DeKalb Hospital Authority ("FDHA")
Obligor:	Fulton County, Georgia ("County")
Transaction Purpose:	Fund project costs and transaction costs of issuance.
Minimum Net Proceeds:	$24,000,000
Certificate Description:	Revenue Anticipation Certificate (Behavioral Health Crisis Center Project), Federally Taxable Series 2026B (the "Series 2026B Certificate")
Rating:	The Series 2026B Certificate will not be rated.
Interest Rate Mode:	Taxable, 30-day Term SOFR plus applicable spread
Rate Reset	Interest rate shall reset every 30 days based on the then current 30-day Term SOFR plus applicable fixed spread.
Prepayment:	Any rate reset date, at par.* Other call options will be considered
Repayment Terms:	Interest payments on the Certificate will be paid semi-annually on February 1 and August 1, beginning February 1, 2027 (alternative structures will also be considered)
Estimated Closing Date:	September 30, 2026*
Final Maturity:	August 1, 2036* (Not to exceed 10 years)
Authority for Issuance:	The proposed Series 2026B Certificate is 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.

Security and Payment:

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 2026B Certificate is a limited obligation 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 2026B 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 2026B Certificate.

The principal of, redemption premium, if any, and interest on the Series 2026B Certificate 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 2026B Certificate) shall secure or otherwise be available to pay debt service on the Series 2026B Certificate.

Primary Transaction Documentation:

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

Authority Counsel:	Arnall Golden Gregory LLP
Bond Counsel:	Murray Barnes Finister LLP
Financial Advisor to The Authority:	Terminus Municipal Advisors, LLC
Financial Advisor to The County:	Raymond James & Associates, Inc.
Counsel to the County:	McGuireWoods LLP
Direct Placement:	The Series 2026B Certificate will be issued and sold directly by the Authority to the winning bidder, as an investor. The Authority will not prepare an official statement, seek ratings, or provide a continuing disclosure agreement with respect to the Series 2020B Certificate.
Exemption from Rule 15c2-12:	The issuance of the Series 2026B Certificate as a private placement will be exempt from Rule 15c2-12; accordingly, no continuing disclosure agreement will be required.
Book-Entry:	The Series 2026B Certificate will not be delivered in book-entry form or made DTC eligible. No CUSIP number will be obtained for the Series 2026B Certificate.
Qualified Investor:	The Series 2026B Certificate 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 2026B Certificate shall be a Qualified Investor and shall provide to the Registrar and the Authority an investor letter in a form acceptable to the Authority, County, Terminus Municipal Advisors, and Raymond James & Associates, Inc.. The Series 2026B

Certificate 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.

Representation of Intent to Hold: By submitting a bid, each bidder affirms that it has a present intent to hold the Series 2026B Certificate 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 2026B Certificate. 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 2026B Certificate.

***Subject to change.**

Contact Information:

Shanique Stewart
Vice President
Terminus Municipal Advisors, LLC
3330 Cumberland Blvd, S.E.
Suite 660
Atlanta, GA 30339
Tel: (404) 492-8418
Shanique.stewart@smcterminus.com

Roselyn Miller
Director
Terminus Municipal Advisors, LLC
3330 Cumberland Blvd, S.E.
Suite 660
Atlanta, GA 30339
Tel: (404) 905-9722
Roselyn.miller@smcterminus.com

David Corbin
Managing Director
Terminus Municipal Advisors, LLC
3330 Cumberland Blvd, S.E.
Suite 660
Atlanta, GA 30339
Tel: (404) 418-7903
David.corbin@smcterminus.com

EXHIBIT "C"

Form of Agreement Relating to Custodian and Depository

AGREEMENT RELATING TO CUSTODIAN AND DEPOSITORY

THIS AGREEMENT RELATING TO CUSTODIAN AND DEPOSITORY (this "***Agreement***"), is entered into as of September 30, 2026, among **THE FULTON-DEKALB HOSPITAL AUTHORITY** (the "***Authority***"); **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** (the "***Bank***"), as custodian of the Contract Payments Fund, the Certificate Fund, the Project Fund, and the Costs of Issuance Fund; and **FULTON COUNTY, GEORGIA**, a political subdivision duly created and validly existing under the Constitution and laws of the State of Georgia, acting by and through its Board of Commissioners (the "***County***").

RECITALS

WHEREAS the Authority adopted a resolution on August 17, 2026 (the "***Certificate Resolution***") authorizing the issuance of $24,000,000 in principal amount of its Revenue Anticipation Certificate (Behavioral Health Crisis Center Project), Federally Taxable Series 2026B (the "***Series 2026B Certificate***") for the purpose of (i) financing a portion of the cost of the acquisition, construction, installation and equipping of a Behavioral Health Crisis Center and certain other related medical facilities and equipment to be located in North Fulton, Georgia (collectively, the "***Project***") and (ii) paying the costs of issuing the Series 2026B Certificate; and

WHEREAS the Authority will ensure all things necessary to make the Series 2026B Certificate the valid obligations of the Authority, in accordance with their terms, will be done upon the issuance and delivery thereof; and

WHEREAS, pursuant to the Certificate Resolution, the Authority created the following accounts: "Project Fund," "Costs of Issuance Fund," the "Contract Payments Fund," and the "Certificate Fund" (collectively, the "***Funds***"); and

WHEREAS the Authority, the County and the Bank wish to provide the terms under which the Bank will act as custodian of the Funds with respect to receipts and disbursements of the Funds, that the Bank will maintain separate records with the respect to the receipts and disbursements, the moneys deposited with the Bank in such Funds shall be held in trust for the purposes set forth in the Certificate Resolution, in accordance with the terms thereof; and

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the Authority and has full power and authority to perform and serve as custodian of the Funds; and

WHEREAS the Authority and the County have duly authorized the execution and delivery of this Agreement, and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01 Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Authority" means The Fulton-DeKalb Hospital Authority, a public body corporate and politic.

"Bank" means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America.

"Certificate Resolution" means the Certificate Resolution adopted by the Authority on August 17, 2026.

"County" means Fulton County, Georgia.

"Custodian" means the Bank when it is performing the function of Custodian under the Certificate Resolution.

"Depository" means the Bank when it is performing the function of Depository under the Certificate Resolution.

"Fiscal Year" means the fiscal year of the Authority ending on December 31 of each year.

"Funds" means collectively, Contract Payments Fund, the Certificate Fund, the Costs of Issuance Fund, the Project Fund, and all other funds and accounts established pursuant to the Certificate Resolution.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"2026B Contract" means the Behavioral Health Crisis Center Contract, dated the date hereof, between the County and the Authority, relating to the Series 2026B Certificate, as may be amended and supplemented from time to time.

ARTICLE 2
APPOINTMENT OF BANK AS CUSTODIAN AND DEPOSITORY

Section 2.01 Appointment and Acceptance.

The Authority hereby appoints the Bank to act as Custodian and Depository with respect to the Funds, to disburse, from time to time, in accordance with the terms and provisions of this Agreement and the Certificate Resolution moneys held in trust in the Funds.

As Custodian and Depository, the Bank shall keep and maintain books and records as to the disposition of the Funds and with respect to the investment of the Funds.

The Bank hereby accepts its appointment and agrees to act as Custodian and Depository. The Bank acknowledges receipt of a certified copy of the Certificate Resolution.

Section 2.02 Compensation.

As compensation for the Bank's services as Custodian and Depository, the Authority hereby agrees to pay the Bank the fees and amounts set forth on **Exhibit A.** For the first year of this Agreement, and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as custodian for municipalities, which shall be supplied by the Bank to the Authority on or before 90 days prior to the close of the Fiscal Year of the Authority if there are any changes, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Authority agrees to reimburse the Bank, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Bank in connection with entering into and performing under this Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

All fees and expenses of the Bank shall be payable solely from amounts available under the 2026B Contract or the Certificate Resolution.

ARTICLE 3
CUSTODIAN AND DEPOSITORY

Section 3.01 Duties of Custodian and Depository.

As Custodian and Depository, the Bank, shall receive and disburse moneys on deposit in the Funds in accordance with the Certificate Resolution.

Section 3.02 Receipt of Funds.

The Authority hereby deposits with the Bank moneys to be used solely for the purposes of the Funds set forth in the Certificate Resolution.

Section 3.03 Disbursement of Funds.

The Authority, the County or their designees are hereby authorized to direct the disbursement of moneys in the Funds by giving written authorization and direction to the Bank by an Authorized Authority Representative, in accordance with the Certificate Resolution. Notwithstanding the foregoing, the County shall have the sole and exclusive right to direct the disbursement of funds from the Project Fund for the purpose of paying Costs of the Project (as defined in the Certificate Resolution) by giving written authorization and direction to the Bank by an Authorized County Representative, in accordance with the Certificate Resolution.

The Bank agrees to withdraw and disburse moneys in the Costs of Issuance Fund only upon receipt of a written requisition and certification in the form attached hereto as **Exhibit B.**

The Bank agrees to withdraw and disburse moneys in the Project Fund only upon receipt of a written requisition and certification in the form attached hereto as **Exhibit C.**

Section 3.04 Investment of Funds.

The Authority or its designee is hereby authorized to direct the Bank in respect of the investment of funds on deposit in the Funds. All investment earnings shall become part of the Funds and investment losses shall be charged against the Funds. The Bank shall not be liable or responsible for loss in the value of any investment made pursuant to this Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the investments in the Funds. With respect to any funds received by the Bank after 10:00 a.m. EST, the Bank shall not be required to invest such funds or to effect any investment instruction until the next day upon which the Bank is open for business.

Section 3.05 Permitted Investments.

The Authority covenants that it will invest moneys in the Funds only in such investments as are authorized by State of Georgia law, and in accordance with Certificate Fund Investments as defined in the Certificate Resolution and herein incorporated by reference.

Section 3.06 Pledge of Funds.

The Bank hereby covenants that all moneys held in any fund or account under the Certificate Resolution and any collateral securing such funds are a part of the Pledged Revenues (as defined in the Certificate Resolution), and that the rights and interests of the registered owner of any Series 2026B Certificate, in and to such moneys and collateral are and shall be superior to the claims of the creditors and depositors of the Bank and of any other financial institution in which such moneys are deposited or which has provided or pledged such collateral. All cash funds held by the Bank in excess of the amount insured by the Federal Deposit Insurance Corporation or a successor federal agency shall be continuously secured, for the benefit of the Authority and the registered owner of the Series 2026B Certificate, by a pledge of Defeasance Securities (as defined in the Certificate Resolution).

ARTICLE 4
THE BANK

Section 4.01 Duties of Bank.

The Bank undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the Bank.

Section 4.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the Authority.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

Section 4.03 Recitals of Authority.

The recitals contained in the Series 2026B Certificate shall be taken as the statements of the Authority, and the Bank assumes no responsibility for their correctness.

Section 4.04 May Own Series 2026B Certificate.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Series 2026B Certificate with the same rights it would have if it were not the Custodian or the Depository.

Section 4.05 Money Held by Bank.

The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder. Any money deposited with or otherwise held by the Bank for the purposes set forth in this Agreement and remaining unclaimed, by the Authority (which claim by the Authority shall be made in writing after the Series 2026B Certificate matures and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Authority, the Authority and the Bank agree that any parties entitled to the benefit of such funds shall thereafter look only to the Authority for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 4.06 Other Transactions.

The Bank may engage in or be interested in any financial or other transaction with the Authority or the County.

Section 4.07 Interpleader.

The Authority and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Authority and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 4.08 Conflict with Certificate Resolution.

To the extent that any conflict should exist between the Certificate Resolution and this Agreement, the terms of the Certificate Resolution shall be controlling.

ARTICLE 5
MISCELLANEOUS PROVISIONS

Section 5.01 Amendment.

This Agreement may be amended only by an agreement in writing signed by all of the parties hereto.

Section 5.02 Assignment

This Agreement may not be assigned by any party without the prior written consent of the other two parties.

Section 5.03 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, the Bank 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 Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each:

If to the Authority:

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

_with concurrent copies to:

The Fulton-DeKalb Hospital Authority
145 Edgewood Avenue – Second Floor
Atlanta, Georgia 30303
Attention: Beverly Register, Finance Director
E-mail: bregister@thefdha.oprg

Arnall Golden Gregory LLP
171 17th Street, NW, Suite 2100
Atlanta, Georgia 30363
Attention: Sandra Z. Zayac, Esq.
E-mail: sandra.zayac@agg.com

If to the Bank:

U.S. Bank Trust Company, National Association
2 Concourse Parkway, NE
Suite 800
Atlanta, Georgia 30328
Attn: Celeste Santos
Email: celeste.santos@usbank.com

If to the County:

Fulton County Department of Finance
141 Pryor Street, SW, Suite 7000
Atlanta, Georgia 30303
Attention: Sharon Whitmore, Chief Financial Officer
E-mail:

with a concurrent copy to:

Office of the Fulton County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
Attention: Y. Soo Jo, Esq. County Attorney
E-mail:

Section 5.04 Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof,

Section 5.05 Successors and Assigns.

All covenants and agreements herein by the Authority and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 5.06 Severability.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability' of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 5.07 Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder. It is acknowledged that the owners of the Series 2026B Certificate has an interest herein and shall be third party beneficiaries of this Agreement.

Section 5.08 Entire Agreement.

This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Custodian and Depository.

Section 5.09 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 5.10 Term and Termination.

This Agreement shall be effective from and after its date and until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Custodian and Depository hereunder.

The Bank may resign at any time by giving written notice thereof to the Authority and the County. The Authority may remove the Bank with the written consent of the County at any time by giving written notice thereof. If the Bank shall resign or be removed, or become incapable of acting, the Authority, with the written approval of the County, shall promptly appoint a successor Custodian and Depository. If an instrument of acceptance by a successor Custodian and Depository shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the Authority for the appointment of a successor Custodian and Depository. In the event of resignation of the Bank as Custodian and Depository, upon the written request of the Authority and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the Authority or its designee all funds held in custody. The provisions of Section 2.02 and Section 4.08 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 5.11 Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Georgia.

Section 5.12 Documents to be Filed with Bank.

At the time of the Bank's appointment as Custodian and Depository, the Authority shall file with the Bank the following documents: (a) a specimen Series 2026B Certificate; (b) a copy of the opinion of bond counsel provided to the Authority in connection with the issuance of the Series 2026B Certificate; and (c) such other information that the Bank may request.

Section 5.13 Patriot Act Compliance.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens a fund or account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Authority, the County and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the day and year first above written.

THE FULTON-DEKALB HOSPITAL AUTHORITY, as Authority

By:______________________________
Bernard Taylor, Chair

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Custodian

By:______________________________
Authorized Representative

FULTON COUNTY, GEORGIA

By:______________________________,
Chairman, Board of Commissioners of Fulton County, Georgia

[Signature Page to Agreement Relating to Custodian and Depository]

SCHEDULE

Party	Payment Amount	Type of Expense	Payment Instructions

EXHIBIT A

TO BE PROVIDED

EXHIBIT B

FORM OF REQUISITION FOR COSTS OF ISSUANCE FUND

Requisition No. [__]

U.S. Bank Trust Company, National Association
Attention: Global Corporate Trust
2 Concourse Parkway
Suite 800
Atlanta, Georgia 30328

Re: The Fulton-DeKalb Hospital Authority Revenue Anticipation Certificate (Behavioral Health Crisis Center Project), Federally Taxable Series 2026B

The undersigned The Fulton-DeKalb Hospital Authority (the "***Authority***") hereby submits this Requisition for payment from the "Costs of Issuance Fund" held by you as Depository under and pursuant to the Agreement Relating to Custodian and Depository dated as of September 30, 2026, among you, Fulton County, Georgia and the Authority.

The undersigned does hereby request that you make the payment of the respective amounts shown on the schedule attached hereto from the Costs of Issuance Fund to the person or entity shown on such schedule.

This ____________ day of ______________, 2026.

THE FULTON-DEKALB HOSPITAL AUTHORITY, as Authority

By:________________________________
Authorized Authority Representative

EXHIBIT C

FORM OF REQUISITION FOR PROJECT FUND

Requisition No. [__]

U.S. Bank Trust Company, National Association
Attention: Global Corporate Trust
2 Concourse Parkway
Suite 800
Atlanta, Georgia 30328

Re: The Fulton-DeKalb Hospital Authority Revenue Anticipation Certificate (Behavioral Health Crisis Center Project), Federally Taxable Series 2026B

The undersigned Fulton County, Georgia (the "***County***"), hereby submits this Requisition for payment from the "Project Fund" held by you as Custodian under and pursuant to the Agreement Relating to Custodian and Depository dated as of September 30, 2026, between you and The Fulton-DeKalb Hospital Authority (the "***Authority***"). All capitalized terms used herein shall have the meanings assigned to such terms in the Certificate Resolution adopted by the Authority on August 17, 2026(the "***Certificate Resolution***").

The undersigned does hereby certify the following:

(i) payment of the respective amounts shown on the schedule attached hereto should be made from the Project Fund to the County;

(ii) such amount was incurred by the County in connection with the acquisition, construction and installation of the Project, constitutes a Cost of the Project and has not been the basis for any prior requisition;

(iii) such amount is a proper charge against the Project Fund relating to the Project;

(iv) the bills, invoices or statements of account for each obligation referenced in the attached **Schedule** are on file with the County;

(v) neither the County nor, to the best of the County's knowledge, the Authority has received written notice of any lien, right to lien or attachment upon, or claim affecting the right of such payee to receive payment of, any of the money payable under this requisition to any of the persons, firms or corporations named herein, or if any notice of any such lien, attachment or claim has been received such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition;

This ____________ day of ______________, 2026.

FULTON COUNTY, GEORGIA

By:______________________________,
Authorized County Representative

SCHEDULE

Party	Payment Amount	Type of Expense	Payment Instructions

EXHIBIT "D"

Addendum to the Certificate Purchase Agreement

$24,000,000
The Fulton-DeKalb Hospital Authority
Revenue Anticipation Certificates
(Behavioral Health Crisis Center Project), Federally Taxable Series 2026B

ADDENDUM TO CERTIFICATE PURCHASE AGREEMENT

August 19, 2026

In connection with Regions Commercial Equipment Finance, LLC, an Alabama limited liability company (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 (Behavioral Health Crisis Center Project), Federally Taxable Series 2026B, in the principal amount of $24,000,000 (the "***Series 2026B Certificate***"), 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 2026B Certificate in evidence of a privately negotiated loan and in that connection the Series 2026B Certificate shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depositary 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 2026B Certificate 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 2026B Certificate and any terms sheet therefor, or any of the other certificates, documents, agreements, and materials associated with the Series 2026B Certificate. This provision is a material inducement for the Purchaser's determination to purchase the Series 2026B Certificate.

[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

CLERK'S CERTIFICATE

STATE OF GEORGIA,

FULTON COUNTY

I, Tonya R. Grier, Clerk of the Board of Commissioners of Fulton County, do hereby certify that the foregoing pages constitute a true and correct copy of the resolution adopted by the Board of Commissioners of Fulton County at an open public meeting duly called and lawfully assembled at __ _.m., on the 19th day of August, 2026, the original of said resolution being duly recorded in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control. I do hereby further certify that the following members of the Board of Commissioners were present at said meeting:

______________________________ ______________________________

______________________________ ______________________________

______________________________ ______________________________

____

and that the following members were absent:

______________________________ ______________________________

____

and that said resolution was duly adopted by vote of:

yes ________ no ________

WITNESS my hand and the official seal of Fulton County, Georgia, this the 19th day of August, 2026.

____

Tonya R. Grier, Clerk
Board of Commissioners
of Fulton County