

STATE OF GEORGIA)
)
COUNTY OF MUSCOGEE) SECOND AMENDMENT TO CONTRACT

This Second Amendment to Contract, made and entered into as of _____, 2023 (this “**Second Amendment to Contract**”), by and between COLUMBUS, GEORGIA (“**Columbus**”), a consolidated government and political subdivision of the State of Georgia, and the HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA (the “**Authority**”), a body corporate and politic of the State of Georgia (*capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the hereinafter defined 2023 Resolution*):

WITNESSETH:

I. WHEREAS, pursuant to the provisions of the Hospital Authorities Law, now codified, as amended, as Article 4 of Chapter 7 of Title 31 of the Official Code of Georgia Annotated (hereinafter sometimes referred to as the “**Hospital Authorities Law**”), Muscogee County was authorized to establish a hospital authority, and pursuant thereto the governing body of Muscogee County did, by resolution adopted on November 14, 1967, duly establish the “Hospital Authority of Muscogee County” in accordance with the provisions of the laws of the State of Georgia then in effect; and

II. WHEREAS, the Columbus, Georgia-New Charter for County-Wide Government (Ga. Laws 1993, p. 4978, at 5006), as amended by the voters of Columbus, Georgia, at a referendum held November 6, 2012, Ga. Laws 2013, pp. 3673, 3678, 3680, a referendum held November 8, 2022, and Ga. Laws 2022, pp. 5457, 5601 (the “**Columbus Charter**”), in Article IV, Chapter 6, Section 4-621, readopted and approved the renaming and designation of the “Hospital Authority of Muscogee County” as the “Hospital Authority of Columbus, Georgia” and authorized the Authority to continue its operation without interruption resulting from the adoption of the Columbus Charter; and

III. WHEREAS, the Authority has been and is now legally created, existing, and operating in accordance with all of the terms and provisions of the Hospital Authorities Law and will continue to comply with all of the requirements thereof; and

IV. WHEREAS, the Hospital Authorities Law grants to the Authority the power to acquire, construct, and equip hospitals, health care facilities, nursing homes, rehabilitation centers, extended care facilities, and other public health facilities for the use of patients and officers and employees of any institution under the supervision and control of the Authority or leased by the Authority for operation by others, to promote the public health needs within its area of operation and all utilities and facilities deemed by the Authority necessary or convenient for the efficient operation thereof, and the power to establish rates and charges for the services and use of the facilities of the Authority; and

V. WHEREAS, the Authority has heretofore issued its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REVENUE ANTICIPATION CERTIFICATES, SERIES 2013 (the “**Series 2013 Certificates**”), in the original aggregate principal amount of \$31,445,000, the proceeds of which provided funds for the acquisition, construction, and equipping of certain facilities of the Health

Care System (as defined herein), which were issued in accordance with a resolution of the Authority adopted on January 17, 2013, as amended by a supplemental resolution adopted on February 14, 2013 (together, the “**2013 Resolution**”); and

VI. WHEREAS, the Authority has heretofore issued its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA TAXABLE REVENUE ANTICIPATION CERTIFICATES, SERIES 2018A, in the original aggregate principal amount of \$3,395,000 and its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REVENUE ANTICIPATION CERTIFICATES, SERIES 2018B, in the original aggregate principal amount of \$27,915,000 (together, the “**Series 2018 Certificates**”), the proceeds of which provided funds for the acquisition, construction, and equipping of certain facilities of the Health Care System, which were issued in accordance with a resolution of the Authority adopted on January 23, 2018 (the “**2018 Resolution**”); and

VII. WHEREAS, the payment of the Series 2013 Certificates and the Series 2018 Certificates are secured in accordance with the 2013 Resolution and the 2018 Resolution by the Gross Revenues of all of the facilities of the Authority (the “**Health Care System**”) and are further secured under the provisions of an intergovernmental contract dated as of March 1, 2013 (the “**2013 Contract**”), as supplemented and amended by a First Amendment to Contract dated as of February 21, 2018 (the “**First Amendment to Contract**”), between the Authority and Columbus; and

VIII. WHEREAS, after thorough investigation and study, the Authority has determined that it is in its best interests to issue its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REFUNDING REVENUE ANTICIPATION CERTIFICATES, SERIES 2023 (the “**Series 2023 Certificate**”) in the aggregate principal amount of \$18,865,000, which amount, together with other funds available to the Authority for such purpose, will be sufficient to refund, redeem and defease all outstanding Series 2013 Certificates in accordance with the 2013 Resolution thereby satisfying and discharging the lien of the Series 2013 Certificates on the Gross Revenues of the Health Care System; and

IX. WHEREAS, the Authority authorized the issuance of the Series 2023 Certificates in accordance with a resolution of the Authority adopted on July 25, 2023 (the “**2023 Resolution**”); and

X. WHEREAS, the issuance of the Series 2023 Certificates for the purpose of refunding and defeasing the Series 2013 Certificates will result in substantial debt service cost savings over the life of the Series 2023 Certificates, and reduce Columbus’s obligations under the 2013 Contract, as amended by the First Amendment to Contract; and

XI. WHEREAS, it is anticipated that revenues to be produced by the Health Care System will be sufficient to pay the Debt Service to become due on the Series 2018 Certificates and the Series 2023 Certificates, to provide and maintain any necessary debt service reserves, and provide for the operation and maintenance of the Health Care System in accordance with the provisions of the 2018 Resolution, the 2023 Resolution, and sound business practices; and

XII. WHEREAS, the most feasible and economical way to secure the payment of the Series 2023 Certificates is for the Series 2023 Certificates to be issued as Parity Certificates, in accordance with Section 509 of the 2018 Resolution, so that the Gross Revenues of the Health

Care System can be pledged to the payment of the Series 2023 Certificates, and as required by Section 509(b) of the 2018 Resolution it is necessary that this amendatory contract (this “**Second Amendment to Contract**”) be entered into between the Authority and Columbus in accordance with the Hospital Authorities Law whereby Columbus agrees to the extent required and not to exceed four (4) mills of the seven (7) mill limitation currently prescribed in the Hospital Authorities Law to pay to or for the account of the Authority amounts sufficient to pay the debt service on the Series 2023 Certificates and the Series 2018 Certificates and to assure the continued operation and maintenance of the Health Care System for so long as the Series 2018 Certificates or Series 2023 Certificates shall remain outstanding and unpaid; and

XIII. WHEREAS, Columbus hereby agrees that its obligations under any current contract for the provision of indigent care or any future contracts which it may hereafter enter into for indigent care combined with its obligations to the Authority pursuant to the 2013 Contract as amended by the First Amendment to Contract, and further amended by this Second Amendment to Contract (collectively, the “**Contract**”), shall not exceed the seven (7) mill limitation currently prescribed in the Hospital Authorities Law or such greater limitation as may be hereafter prescribed by law; and

XIV. WHEREAS, Columbus approves the sale, issuance, and delivery by the Authority of the Series 2023 Certificates in accordance with the 2023 Resolution; and

XV. WHEREAS, after a careful study and investigation, the Council of Columbus, Georgia (the “**Council**”), the governing body of Columbus, has determined that the purposes for which the Series 2023 Certificates are to be issued are in the best interest of the residents of Columbus in that the Authority will be able to continue to provide necessary and proper nursing and personal home care to the citizens within its area of operation, including Columbus’s indigent persons; and

XVI. WHEREAS, for the reasons expressed above, Columbus agrees that the Authority should sell and issue the Series 2023 Certificates, dated the date of issuance and delivery thereof, maturing on July 1 in the years and principal amounts as follows, and bearing interest at the rates per annum specified below, payable on January 1 and July 1 in each year, beginning January 1, 2024.

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2024	\$1,465,000.00	5.000%
2025	1,385,000.00	5.000
2026	1,450,000.00	5.000
2027	1,525,000.00	5.000
2028	1,605,000.00	5.000
2029	1,685,000.00	5.000
2030	1,775,000.00	5.000
2031	1,850,000.00	5.000
2032	1,945,000.00	5.000
2033	2,040,000.00	5.000
2034	2,140,000.00	5.000

Subject to Redemption as provided for in Article III of the 2023 Resolution

XVII. WHEREAS, payments from Columbus under the provisions of this Second Amendment to Contract are being pledged in accordance with the 2023 Resolution as additional security for the payment of the Series 2023 Certificates; and

XVIII. WHEREAS, the parties hereto are specifically authorized to enter into this Second Amendment to Contract pertaining to the security for the Series 2023 Certificates pursuant to the 2013 Contract, as amended by the First Amendment to Contract, the provisions of Article IX, Section III, paragraph I(a) of the Constitution of the State of Georgia and the provisions of the Hospital Authorities Law; and

XIX. WHEREAS, Columbus, acting by and through the Council, desires to enter into this Second Amendment to Contract with the Authority for the use of the services of the Authority and its Health Care System, all in the best interest of the residents of Columbus entitled to the use of such services and Health Care System; and

XX. WHEREAS, it is anticipated that the Gross Revenues of the Health Care System, as it presently exists and as it hereafter shall be added to, extended, improved, and equipped, will be sufficient to pay the Debt Service on the Series 2018 Certificates, the Series 2023 Certificates, and the Operating Expenses without the necessity of any payments by Columbus pursuant to the Contract as amended by this Second Amendment to Contract; and

XXI. WHEREAS, if for any reason such revenue projections are not met, it is the intent of the parties hereto that the services and facilities of the Authority shall remain available to the citizens of Columbus and, regardless thereof, that the payments covenanted herein to be made by Columbus shall provide for payment of the Debt Service on the Series 2018 Certificates and the Series 2023 Certificates, and payment of the Operating Expenses of the Health Care System.

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

Section 1. Term of the Second Amendment to Contract. This Second Amendment to Contract shall be the binding obligation of the parties hereto from and after its execution by the parties hereto. The term of this Second Amendment to Contract shall begin with the issuance and delivery of the Series 2023 Certificates and shall continue in full force and effect until the earlier of (i) July 1, 2034, or (ii) such time as the Series 2023 Certificates, as to principal, premium, if any, and interest have been paid or until provision is duly made therefor, but in no event shall the term of this Second Amendment to Contract exceed 40 years from the effective date hereof.

Section 2. Covenants and Agreements of the Authority. The Authority covenants and agrees as follows:

(a) The Authority will promptly issue the Series 2023 Certificates and will in every respect comply with all provisions of the 2023 Resolution, including specifically the application

of proceeds from the sale of the Series 2023 Certificates as provided in Section 401 thereof (i.e., the refunding and defeasance of the Series 2013 Certificates).

(b) Unless default shall have occurred on the part of Columbus in the performance of the covenants herein contained on its part to be performed, during the term of this Second Amendment to Contract the Authority at all times will maintain the Health Care System or cause it to be maintained and available for the use of the elderly and disabled citizens of Columbus including indigent citizens of Columbus requiring nursing and personal care home facilities.

(c) So long as this Second Amendment to Contract remains in full force and effect, the Authority shall not receive for admittance any indigent person other than a person who is considered medically indigent under regulations and guidelines established from time to time by the State Health Planning Agency, or such other State of Georgia agency as hereafter may succeed to its duties and responsibilities, except in case of emergency and the Authority shall make no charge for its services to any such persons meeting such criteria except as herein provided. This agreement, however, is not to be construed as preventing the Authority from accepting any voluntary payments which any such patients receiving treatment or who use the Health Care System may wish to make on their own behalf or as prohibiting it from collecting any hospitalization, accident, health or other type insurance or governmental program of which such person may be a beneficiary, or from asserting its statutory hospital lien against any recovery to which such person may be entitled; and provided, further, that nothing herein shall prevent the Authority from making charges for its services when the services are rendered to persons who are not certified as indigent; provided, also, the Authority may make charges for services rendered to certain indigent persons on a pro-rata basis where such persons have been certified as being less than 100% indigent under guidelines established by the State Health Planning Agency, or such other State of Georgia agency as may succeed to its duties and responsibilities. The Authority may establish policies and criteria to certify indigent patients for treatment at the Health Care System and furnish to Columbus copies of such policies and criteria as the same may be established or revised from time to time.

(d) So long as this Second Amendment to Contract remains in full force and effect, the Authority will maintain ownership of the Health Care System on as economical a basis as is consistent with good practice in similar nursing and personal care home facilities. The Authority shall undertake to operate the Health Care System and to fix its rates, fees, and charges so as to produce Gross Revenue sufficient to (i) pay the Debt Service on the Certificates as the same becomes due and payable, (ii) pay the Operating Expenses of the Health Care System, (iii) maintain such amounts in the Debt Service Reserve Fund as described in Section 2(e) of this Second Amendment to Contract, and (iv) provide for the establishment and maintenance of a Capital Improvement Fund and such other reasonable reserves as the Authority may deem advisable, and, thereby, to the extent it is able to do so, reduce the amount of the payments which otherwise might be required of Columbus, from time to time, pursuant to the provisions of this Second Amendment to Contract. As between the parties hereto, the Authority shall be and remain the final arbiter and judge as to whether any proposed revision of its rates, fees, and charges referred to in this paragraph will be consistent with its obligation to provide medical care and hospitalization to Columbus's indigent sick and otherwise to provide for the other public health and welfare needs of Columbus. The Authority agrees to maintain, or cause to be maintained on its behalf, complete and adequate records, not only concerning the care and treatment of patients,

but also of administrative, clerical, and financial affairs of the Health Care System, and any information disclosed by such records reflecting upon the financial responsibility and eligibility of patients for assistance in any form from Columbus or from any public or private agency shall be made available to Columbus or public agency and shall be made available to such private agency upon reasonable and proper request therefor being made by or on behalf of the patient in question.

(e) The Authority will cause an audit of its financial affairs, books, and records to be made in accordance with generally accepted accounting principles at the end of each fiscal year by an independent certified public accountant or firm of certified public accountants. The complete and final audit report will be submitted to the Authority, with a copy to the Council, not later than 150 days after the close of the Authority's fiscal year. Such audit shall comply in all respects with the Hospital Authorities Law and the provisions of Section 712 of the 2023 Resolution. The Authority will supply Columbus interim financial statements monthly which are prepared in the ordinary course of business, and the Authority will make all of the Health Care System's books and records available to the Council at any time, upon reasonable notice.

In accordance with Section 2(e) of the 2013 Contract \$881,325.30 was deposited to the Debt Service Reserve Fund for the Series 2013 Certificates on the date of issuance of the Series 2013 Certificates and an amount not less than said deposit has been maintained therein during the life of the Series 2013 Certificates. In accordance with Section 2(e) of the First Amendment to Contract, an additional \$1,730,212.51 was deposited to the Debt Service Reserve Fund for the Series 2018 Certificates on the date of issuance of the Series 2018 Certificates and an amount not less than said deposit has been maintained therein during the life of the Series 2018 Certificates. Section 2(e) of the First Amendment to Contract provides that upon the payment or defeasance of the Series 2013 Certificates the Authority shall no longer be required to maintain said \$881,325.30 in the Debt Service Reserve Fund and the amount to be thereafter maintained in the Debt Service Reserve Fund shall be \$1,730,212.51 or such other amount required by the First Amendment to Contract, as it may be amended.

Columbus and the Authority agree that since the Series 2023 Certificates are being issued to refund the Series 2013 Certificates, the Authority should continue to maintain \$881,325.30 in the Debt Service Reserve Fund for the Series 2023 Certificates. Therefore, in addition to the \$1,730,212.51 deposited into the Debt Service Reserve Fund relating to the Series 2018 Certificates, upon the issuance and delivery of the Series 2023 Certificates the Authority shall maintain \$881,325.30 in the Debt Service Reserve Fund relating to the Series 2023 Certificates, and thereafter the Authority shall maintain an amount therein equal to the Debt Service Reserve Requirement (as defined in the Resolution) on the Series 2023 Certificates in the then current Sinking Fund Year, subject to the remaining provisions of this Section 2(e).

Upon the payment or defeasance of the Series 2023 Certificates the Authority shall no longer be required to maintain said \$881,325.30 in the Debt Service Reserve Fund and the amount to be thereafter maintained in the Debt Service Reserve Fund shall be the amount required by the First Amendment to Contract for the Series 2018 Certificates or such other amount required by the Contract, as it may hereafter be further amended.

If at any time the sum of the then current amount on deposit in the Sinking Fund plus the amount on deposit in the Debt Service Reserve Fund plus the Unrestricted Net Assets on a current

audited or monthly financial statement of the Authority is below \$5,000,000, the Finance Director of Columbus may request and the Authority shall immediately increase the amount on deposit in the Debt Service Reserve Fund to the Debt Service Reserve Requirement. The Authority shall thereafter maintain in the Debt Service Reserve Fund an amount equal to the Debt Service Reserve Requirement, unless otherwise agreed to by Columbus. At no time shall the total amount in the Debt Service Reserve Fund exceed the Debt Service Reserve Requirement. Unless specifically agreed to by Columbus no part of the Debt Service Reserve Fund shall be funded by a Debt Service Reserve Credit Instrument.

(f) On June 2 and December 2 in each year during the term of this Second Amendment to Contract, or if any such date falls on a Saturday, Sunday or a holiday, then on the next succeeding business day, the Authority shall determine the amount of money then in the Sinking Fund, or on hand in either the Revenue Fund or the Reserve Fund (if established) and available for transfer to the Sinking Fund (the object of said determination being to decrease the obligation of Columbus to make the payments under Section 3 of this Second Amendment to Contract) and available for the payment of the Debt Service coming due on the Certificates on the next Interest Payment Date or Principal Payment Date, and the Authority shall notify the Sinking Fund Custodian and Columbus, in not less than one business day, of the amount, if any, Columbus must pay to the Sinking Fund in order for the Authority to comply with the provisions of Section 501 of the 2023 Resolution. Nothing herein shall be construed as prohibiting the Authority from making the payment which Columbus is otherwise obligated to make under the provisions of this Section 2(f) from any funds which may be available to the Authority for such purpose. In the event Columbus is required to make any payments pursuant to this Section 2(f) the Authority shall immediately reimburse Columbus for such payments.

(g) All payments made by Columbus (i) under the provisions of Section 3(c) hereof shall be deposited directly by Columbus in the Sinking Fund and such funds shall be used only for the payment of the principal of and interest (and redemption premium, if any) on the Certificates as the same become due and the other purposes described in Section 507 of the 2023 Resolution, and (ii) under the provisions of Section 3(d) hereof shall be deposited directly by Columbus in the Revenue Fund and such funds shall be used only for the payment of Operating Expenses of the Health Care System.

(h) The Authority shall not hereafter issue any other obligations of any kind payable from or enjoying a pledge of or lien on the funds authorized to be appropriated and paid by Columbus hereunder prior or superior to, or on parity with (except as provided in the 2023 Resolution), the pledge of or lien thereon for the payment of the Certificates. Nothing contained herein, however, shall restrict the issuance of additional obligations from time to time, at the sole discretion of the Authority, payable from the Gross Revenues of the Health Care System if such additional obligations are in all respects subordinate to the pledge of or lien on said funds and Gross Revenues to the Certificates.

Section 3. Covenants and Agreements of Columbus. Columbus covenants and agrees as follows:

(a) For and during the term of this Second Amendment to Contract, Columbus shall send all of the “indigent,” as defined in Section 4(c), entitled to receive nursing home care and

personal care home care and attention, to the Health Care System and to no other for the rendition of such care and attention and shall pay for such services so rendered as herein provided.

(b) In order to provide medical care for the indigent elderly and disabled and others entitled to the use of the Health Care System, Columbus, acting by and through its Council, shall appropriate and provide all sums hereinafter agreed upon to pay the cost of the use of the Health Care System by Columbus or the residents thereof pursuant to this Second Amendment to Contract.

(c) Columbus shall pay to the Authority for such care to be provided by the Health Care System money sufficient to provide for the payment of the Debt Service on the Certificates as the same becomes due and payable, in the following manner:

Commencing on or before the third day prior to each Interest Payment Date or Principal Payment Date, for so long as any of the Certificates or the interest thereon remain outstanding and unpaid, Columbus shall deposit directly into the Sinking Fund, in immediately available funds, the amount set forth in the notice given by the Authority to Columbus pursuant to Section 2(f) hereof, which will be the amount as necessary for the Authority to comply with the provisions of Section 501 the 2023 Resolution. If the total of the sums so deposited to the credit of the Sinking Fund at any time shall be less than the amount required, the payment of the difference between the amount so deposited and the required amount shall constitute a continuing obligation of Columbus until the Sinking Fund is at its proper balance. Said payments made directly to the Sinking Fund Custodian for the account of the Authority shall be deposited into the Sinking Fund so as to assure the availability of money to enable the Authority at all times to pay in full the Debt Service on the Certificates as the same becomes due and payable, either at maturity, by scheduled mandatory redemption, or otherwise.

Nothing contained herein shall be construed to require Columbus to make any payments for deposit to the Sinking Fund whenever and for so long as the money on deposit in the Sinking Fund shall be sufficient to pay all outstanding Certificates payable from the Sinking Fund at their respective maturities and the interest which will become due and payable thereon at or prior to their respective maturities or scheduled mandatory redemption dates. Columbus, at its option, may make additional payments for deposit to the Sinking Fund from any money which may be made available and authorized by law to be paid for such purpose.

(d) In addition to, and subordinate to, any money to be paid to the Authority by Columbus pursuant to the provisions of paragraph (c) of this Section 3, Columbus shall make additional payments to the Authority as may be necessary from time to time to assure the continued operation, maintenance, and repair of the Health Care System during the term of this Second Amendment to Contract. Any payments by Columbus which are required pursuant to this paragraph (d) of Section 3 shall be made immediately upon receipt of written notice from the Authority that money otherwise available to the Health Care System for such purpose are insufficient by a specified amount to pay the then due and past due Operating Costs of the Health Care System.

(e) Columbus shall levy annually during the term of this Second Amendment to Contract an *ad valorem* tax, exclusive of all other taxes which may be levied by Columbus, upon all the taxable property in Columbus to the extent required but at a rate not to exceed four (4) mills of the seven (7) mill limit authorized by the Hospital Authorities Law, as may be necessary to make the payments called for by this Second Amendment to Contract. The amount that is or could be generated by the four (4) mill levy shall be the maximum obligation of Columbus under paragraphs 3(c) and 3(d) above for any fiscal year. Nothing herein contained, however, shall be construed as limiting the right of Columbus to pay its obligations hereunder assumed out of its general funds or from other sources available to it.

(f) Any payments made by Columbus under this Second Amendment to Contract are pledged by the Authority to secure the payment of the Certificates in accordance with the 2023 Resolution. There is hereby created a first and paramount lien on any and all tax revenue received by Columbus under or pursuant to the provisions hereof to secure the payment of the Debt Service on the Certificates, and the lien of this pledge shall be valid and binding against Columbus and against all parties having claims of any kind against Columbus whether such claims shall arise from tort, contract or otherwise and irrespective of whether such parties have notice thereof. Until paid as herein required, Columbus shall hold all proceeds of taxes collected for such purpose in a separate and special fund, in trust, the beneficial interest in which shall be in the Authority or the holders of the Certificates as their interest may from time to time appear. The lien created herein on up to four (4) mills of the seven (7) mill limitation currently prescribed in the Hospital Authorities Law shall be exclusively pledged to this contract notwithstanding any contractual lien which is now or hereafter may be entered into by Columbus with any provider of indigent health care, except that said lien on four (4) mills may be extended, with the consent of Columbus, to cover any Parity Certificates which may be issued hereafter pursuant to the 2023 Resolution.

(g) So long as any Certificates are outstanding and unpaid, Columbus hereafter shall not enter into a contract with the Authority or any other entity which creates a lien on revenues to be derived from the tax to be levied hereunder superior to the lien created hereunder.

(h) Columbus shall not enter into any other contract with the Authority or any other entity which provides for payment to be made by Columbus from money derived from the levy of a tax, within the maximum millage now or hereafter authorized by the Hospital Authorities Law, if the annual payment of all amounts payable or currently budgeted under all contracts then in existence with the Authority or any other entity, together with the annual payment of all amounts to be made under the proposed contract in each future Sinking Fund Year, would exceed the amount then capable of being produced by a levy of a tax within the maximum millage now or hereafter authorized by the Hospital Authorities Law, as shown by the latest tax digest of Columbus available immediately preceding the execution of any such contract or supplemental contract.

(i) The obligation of Columbus to make the payments required pursuant to the provisions of this Section 3 at the times and in the manner specified shall be absolute and unconditional and such payments shall not be abated or reduced because of damage to or destruction of the Health Care System or for any reason whatsoever. Furthermore, Columbus shall not exercise any right of set-off or any similar right with respect to such payments, nor will it withhold any such payments because of any claimed breach of this Second Amendment to Contract

by the Authority. This provision is incorporated herein for the benefit of the owners of the Certificates and it shall not affect the obligation of the Authority to perform this Second Amendment to Contract or otherwise, nor shall this provision otherwise affect the remedies available to Columbus on account of any such claimed breach by the Authority.

(j) This Second Amendment to Contract is being entered into in accordance with the Hospital Authorities Law, specifically O.C.G.A. § 31-7-84, which section authorizes Columbus to levy an *ad valorem* tax not exceeding seven (7) mills exclusive of all other taxes which may be levied by Columbus. Consequently, the payment obligation of Columbus under this Second Amendment to Contract is an extraordinary expense, not subject to the nine (9) mill *ad valorem* tax limitation contained in Section 7-102 of the Columbus Charter. In the validation proceedings for the Series 2023 Certificates in the Superior Court of Muscogee County, Columbus will request the Court to rule that such a classification is proper and that such contractual obligations are not subject to the nine (9) mill limitation.

Section 4. Mutual Agreements. The Authority and Columbus mutually agree as follows:

(a) The Authority shall pay the Debt Service on the Certificates as the same become due and payable. The money to be received by the Authority from Columbus pursuant to this Second Amendment to Contract for the payment of Debt Service, as well as the Gross Revenues of the Health Care System otherwise obtained, have been irrevocably pledged to the payment of the Debt Service on the Certificates as the same becomes due and payable.

(b) After the issuance of the Series 2023 Certificates, the Authority from time to time may issue additional Parity Certificates provided that all conditions of Section 509 of the 2023 Resolution are satisfied, including specifically the entering into of an amendment to this Second Amendment to Contract or a new contract. Columbus has made no commitment to the Authority relating to the issuance of Parity Certificates and shall be under no compulsion to amend this Second Amendment to Contract or execute a new contract to permit such issuance.

(c) The term “**indigent**” as used herein shall be construed to mean such persons living in Columbus as shall be certified by Columbus or determined by the Authority as being entitled to receive the nursing and personal care home services of the Health Care System. The services and facilities of the Health Care System hereinbefore referred to is construed to mean the usual care rendered to patients in a nursing home or personal care home, including food, general nursing care and supervision (but not a special nurse), use of the usual and customary out-patient clinical services and facilities, medicine, and drugs. All other services, facilities, and materials not specifically enumerated above shall constitute extras and be accounted and paid for accordingly.

(d) The provisions of the Hospital Authorities Law are incorporated herein as a part hereof as though fully set forth herein verbatim.

(e) Nothing set forth herein shall prevent the Authority from entering into a lease or management agreement or similar arrangement with respect to the Health Care System, or effecting a reorganization or restructuring, all as contemplated by the 2023 Resolution, so long as the conditions set forth in the 2023 Resolution relating thereto are complied with, and no such

agreement, arrangement, reorganization or restructuring shall affect the validity of this Second Amendment to Contract or the obligation of Columbus to make the payments provided for hereunder.

(f) While this Second Amendment to Contract is between the parties hereto, it is acknowledged that the holders of the Series 2023 Certificates and the holders of the Series 2018 Certificates have an interest herein and are third-party beneficiaries of this Second Amendment to Contract, and the parties hereto covenant for the benefit of said holders that this Second Amendment to Contract cannot be modified or amended in any particular which would in any respect adversely affect the rights of any such holders; provided, however, this Second Amendment to Contract may be amended by increasing the obligation of Columbus to make payments so as to permit the issuance of Parity Certificates in accordance with Section 509 of the 2023 Resolution, in which event the holders of the Parity Certificates also shall have an interest herein and shall be third-party beneficiaries of this Contract, but no such amendment may decrease the payments to be made with respect to the Certificates.

(g) All provisions of the 2013 Contract and First Amendment to Contract which are not in conflict with this Second Amendment to Contract are hereby ratified and reaffirmed.

(h) Should any phrase, clause, sentence, or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Second Amendment to Contract, which said provisions shall remain in full force and effect.

(Signatures on Following Page)

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

COLUMBUS, GEORGIA

(S E A L)

By: _____
Mayor

Attest: _____
Clerk of Council

Sworn to and subscribed before me
this ____ day of _____, 2023.

APPROVED AS TO LEGAL FORM:

Notary Public

Clifton C. Fay, City Attorney

(NOTARY SEAL)

HOSPITAL AUTHORITY OF
COLUMBUS, GEORGIA

(S E A L)

By: _____
President

Attest: _____
Secretary

Sworn to and subscribed before me
this ____ day of _____, 2023.

Notary Public

(NOTARY SEAL)