

SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BETWEEN
EFFINGHAM COUNTY
AND
EFFINGHAM COUNTY HOSPITAL AUTHORITY

THIS SECOND AMENDED AND RESTATED CONTRACT (“**Second Amendment**”), made and entered into as of _____, 2022, by and between EFFINGHAM COUNTY (the “**County**”), a political subdivision of the State of Georgia, and the EFFINGHAM COUNTY HOSPITAL AUTHORITY (the “**Authority**”), a public body corporate and politic of the State of Georgia:

WITNESSETH:

WHEREAS, on July 20, 2022, the County and the Authority entered into the Amended and Restated Intergovernmental Agreement (“**Contract**”) under the terms and conditions provided for in the Contract; and

WHEREAS, the Authority, pursuant to the provisions of the Hospital Authorities Law of Georgia, codified in Official Code of Georgia Annotated § 31-7-70, *et seq.* (the “**Hospital Authorities Law**”), was activated by a resolution adopted on February 6, 1968 by the governing body of the County at the time of such activation; 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 owns Effingham Hospital (the “**Hospital**”) which includes four family medicine locations, two imaging centers, a women’s health center, a skilled nursing facility, and other related facilities (together the “**System**” or “**Health Care System**”) in the County; and

WHEREAS, the Health Care System is currently operated by Effingham Hospital, Inc., a Georgia non-profit corporation (“**Effingham Hospital, Inc.**”), pursuant to a Lease and Transfer Agreement between the Authority and Effingham Hospital, Inc. dated as of November 1, 2016 and as amended by the First Amendment to the Lease and Transfer Agreement between the same parties and dated as of June 21, 2022, (the “**Lease**”); and

WHEREAS, Effingham Hospital, Inc. desires to renew a variable rate revolving line of credit loan in the amount of \$3,500,000.00 (“**Line of Credit**”) with a bank of its choosing so that the System can have access to additional funds necessary for and relating to, among other things, the System’s implementation of an electronic health record system which is necessary for the proper medical care and hospitalization to the citizens within System’s area of operation, including the County’s indigent sick persons; and

WHEREAS, after thorough investigation and study, the Authority determined that, in order to continue to provide necessary and proper medical care and hospitalization to the citizens within its area of operation, including the County’s indigent sick persons, it is necessary and desirable for Effingham Hospital, Inc. to renew the Line of Credit; and

WHEREAS, Effingham Hospital, Inc. has selected Truist Bank (“**Bank**”) to provide the Line of Credit; and

WHEREAS, as a condition of providing the Line of Credit, the Bank requires the County and the Authority to agree that the terms and conditions of the Contract, as hereby amended, and the security for the Series 2022 Certificate, as defined in the Contract, will also include the Line of Credit; and

WHEREAS, the Board of Commissioners of Effingham County indicated its willingness to take such actions as may be required for the Authority and/or Effingham Hospital, Inc. to enter into the Line of Credit, including the execution of this Second Amendment in consideration of the services of the Health Care System to the indigent sick of the County and pursuant to the Contract, as amended, does covenant and agree that should the Gross Revenues (as defined in the Series 2022 Certificate) of the Health Care System be insufficient to pay the principal of and premium, if any, and interest on the Line of Credit as the same becomes due and payable, it will pay promptly to the Authority which, in turn, will pay to Effingham Hospital, Inc., the amount of such insufficiency for the purpose of paying such principal of and premium, if any, and interest, up to the maximum millage authorized by the Hospital Authorities Law.

NOW, THEREFORE, for and 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, as follows:

1. **Covenants and Conditions Applicable.** The County and the Authority covenant and agree that the Contract’s terms and conditions applicable to, and which provide security for, the Series 2022 Certificate shall also apply to the Line of Credit.

2. **Term of the Second Amendment.** This Second Amendment shall be the binding obligation of the parties hereto from and after its execution by the parties hereto. The term of the Second Amendment shall begin with the issuance and delivery of the Line of Credit and shall continue in full force and effect until the earlier of (i) April 1, 2037 or (ii) such time as the Series 2022 Certificate and the Line of Credit as to principal and interest have been paid or until provision is duly made therefor, but in no event shall the term of the Second Amendment exceed the term of the Contract as described in Section 1 therein.

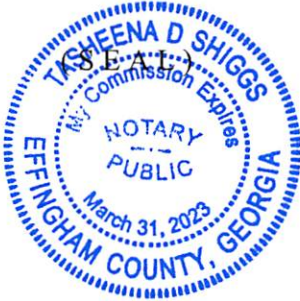
3. **Third Party Beneficiary.** For so long as the Line of Credit is outstanding, the Bank shall be an express third-party beneficiary of this Second Amendment and shall be entitled to enforce the provisions of this Second Amendment.

4. **Reaffirmation.** Except as specifically amended by this Second Amendment, the Contract shall continue in full force and effect in accordance with its original terms and conditions and is hereby reaffirmed.

[Signatures Follow On The Next Page]

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

EFFINGHAM COUNTY, GEORGIA



By: Wesley M. Cabell
Chairman
Board of Commissioners of Effingham County

Attest: S. Johnson
Clerk, Board of Commissioners of Effingham County

Sworn to and subscribed before me this 6th day of December, 2022.

Lasheena D. Shiggs
Notary Public



HOSPITAL AUTHORITY OF EFFINGHAM COUNTY

By: Patricia Ann Zuberly
Chairman

Attest: Stephanie Weitman
Secretary



Sworn to and subscribed before me this 30 day of November, 2022.

Sheila M Lewis
Notary Public expires June 8, 2025



[Signature Page to Second Amendment]

Acknowledgement of Effingham Hospital, Inc.

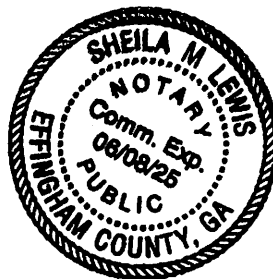
The undersigned hereby acknowledges the Authority's operating obligations hereunder, and to the extent not already specifically assumed by the Lease, the undersigned hereby assumes such obligations.

EFFINGHAM HOSPITAL, INC.

By: *Patricia Ann Zuberak*
Chairman

Sworn to and subscribed before me
this 30 day of November, 2022.

Sheila M Lewis
expires June 8, 2025



[Acknowledgment Page to Second Amendment]