

**SUPPLEMENT DATED JULY 30, 2024 TO
OFFICIAL STATEMENT DATED JULY 23, 2024**

\$205,230,000
The Health and Educational Facilities Board of the City
of Cleveland, Tennessee
Revenue Bonds
(Hamilton Health Care System, Inc. Project),
Series 2024A
(Fixed Rate)

\$74,625,000
Dalton-Whitfield County Joint Development Authority
Revenue Bonds
(Hamilton Health Care System, Inc. Project),
Series 2024B
(Fixed Rate)

This Supplement dated July 30, 2024 supplements the information contained in the Official Statement dated July 23, 2024 (the “Official Statement”), relating to the issuance of \$205,230,000 The Health and Educational Facilities Board of the City of Cleveland, Tennessee Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024A and \$74,625,000 Dalton-Whitfield County Joint Development Authority Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024B.

The inside cover page of the Official Statement is hereby revised as follows, with deleted text shown as ~~strikethrough~~ and new text in **bold**:

\$51,120,000 5.250% Term Bond Due August 15, 2054, Priced at 108.186^c to Yield 4.240% CUSIP[†] ~~186550CC1~~ **186550CB3**
\$50,000,000 4.250% Term Bond Due August 15, 2054, Priced at 96.061 to Yield 4.490% CUSIP[†] ~~186550CB3~~ **186550CC1**

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In the opinion of Murray Barnes Finister LLP, Bond Counsel, under existing statutes, rulings and court decisions, and under applicable regulations, and assuming the accuracy of certain representations and certifications and compliance with certain tax covenants, interest on the Series 2024 Bonds (as defined herein) is not includable in gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax. Bond Counsel observes that interest on the Series 2024 Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. In the opinion of Bond Counsel, under existing statutes of the State of Tennessee, the principal of and interest on the Series 2024A Bonds (as defined herein) are exempt from taxation by the State of Tennessee or by any county, municipality or taxing district of the State of Tennessee, except for inheritance, transfer and estate taxes, and except to the extent included within the measure of franchise and excise taxes. In the opinion of Bond Counsel, interest on the Series 2024B Bonds (as defined herein) is exempt from present State of Georgia income taxation under existing statutes as described herein. See "TAX MATTERS" herein.

\$205,230,000
THE HEALTH AND EDUCATIONAL
FACILITIES BOARD OF THE CITY OF
CLEVELAND, TENNESSEE
Revenue Bonds
(Hamilton Health Care System, Inc. Project),
Series 2024A
(Fixed Rate)



\$74,625,000
DALTON-WHITFIELD COUNTY
JOINT DEVELOPMENT AUTHORITY
Revenue Bonds
(Hamilton Health Care System, Inc. Project),
Series 2024B
(Fixed Rate)

Dated: Date of Delivery

Due: August 15, as shown on the inside front cover

The Health and Educational Facilities Board of the City of Cleveland, Tennessee (the "*Tennessee Issuer*") is issuing its Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024A (the "*Series 2024A Bonds*"). The Dalton-Whitfield County Joint Development Authority (the "*Georgia Issuer*") and, together with the Tennessee Issuer, the "*Issuers*" and each an "*Issuer*" is issuing its Revenue Bonds (Hamilton Health Care System, Inc. Project) Series 2024B (the "*Series 2024B Bonds*") and, together with the Series 2024A Bonds, the "*Series 2024 Bonds*". Each series of the Series 2024 Bonds will be issued under and secured by a separate Bond Indenture, each dated as of July 1, 2024, by and between the related Issuer and U.S. Bank Trust Company, National Association, as bond trustee (the "*Bond Trustee*").

Each series of the Series 2024 Bonds are payable solely from, and secured equally by, payments to be received by the related Issuer pursuant to a separate Loan Agreement, each dated as of July 1, 2024 (collectively, the "*Series 2024 Loan Agreements*"), by and between the related Issuer and Hamilton Health Care System, Inc., a Georgia nonprofit corporation ("*HHCS*").

To evidence its obligation to repay the loans under the Series 2024 Loan Agreements, HHCS will issue the Series 2024 Master Indenture Obligations (as defined herein). The Series 2024 Master Indenture Obligations are being originally issued under and pursuant to the Master Trust Indenture, dated as of December 1, 1996 (as amended and supplemented, the "*Original 1996 Master Indenture*"), among HHCS, Hamilton Medical Center, Inc. ("*HMC*") and U.S. Bank Trust Company, National Association (the "*Master Trustee*"), as supplemented by the Thirteenth Supplemental Master Trust Indenture relating to the 2024-2 Master Indenture Obligation, dated as of July 1, 2024 (the "*Series 2024A Supplement*") and the Fourteenth Supplemental Master Trust Indenture relating to the 2024-3 Master Indenture Obligation, dated as of July 1, 2024 (the "*Series 2024B Supplement*") and, together with the Series 2024A Supplement, the "*Series 2024 Supplements*"), each between HHCS and the Master Trustee.

As described herein, the Original 1996 Master Indenture is being amended and restated in its entirety by the Amended and Restated Master Trust Indenture, dated the date of the issuance of the Series 2024 Bonds (the "*Amended and Restated Master Indenture*"), by and among HHCS, HMC, Bradley Medical Center, LLC ("*BMC*"), VBMC, Inc. ("*VBMC*") and the Master Trustee. By their purchase of the Series 2024 Bonds on the date of issuance, the purchasers and the Beneficial Owners (as defined herein), on behalf of themselves and all subsequent holders of the Series 2024 Bonds irrevocably consent, and shall be deemed to have irrevocably consented, to the amendment and restatement of the Original 1996 Master Indenture by the Amended and Restated Master Indenture. See "FORM OF THE AMENDED AND RESTATED MASTER INDENTURE" in APPENDIX D.

The Series 2024 Bonds are issuable as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company or DTC, New York, New York. Individual purchases of the Series 2024 Bonds of a series will be made in book-entry form only. Principal of and interest and premium, if any, on the related series of Series 2024 Bonds will be payable by the applicable Bond Trustee for such series of Series 2024 Bonds to the registered owners, which will be Cede & Co., as long as DTC is the Securities Depository. Subsequent disbursements of principal, premium and interest will be made by Participants in DTC to the Beneficial Owners of the Series 2024 Bonds.

The Series 2024 Bonds will be issued in denominations of \$5,000 and any integral multiple thereof. Interest on the Series 2024 Bonds will be payable on each August 15 and February 15, beginning on February 15, 2025.

The Series 2024 Bonds are subject to redemption prior to maturity as described herein. See "THE SERIES 2024 BONDS – Redemption" in this Official Statement.

The Series 2024A Bonds and the obligation to pay principal and interest thereon and any premium with respect thereto do not now and shall never constitute an indebtedness or an obligation of the State of Tennessee or any political subdivision thereof, within the purview of any constitutional or statutory limitation or provision, or a charge against the general credit or taxing powers, if any, of any of them, but shall be secured as aforesaid, and shall be payable solely from the revenues and income derived from the Series 2024A Loan Agreement (as defined herein) and the 2024-2 Master Indenture Obligation. No owner of the Series 2024A Bonds shall have the right to compel the exercise of the taxing power, if any, of the State of Tennessee or any political subdivision thereof to pay any principal installment of, redemption premium, if any, or interest on the Series 2024A Bonds. The Tennessee Issuer does not have the power to levy taxes for any purposes whatsoever.

The Series 2024B Bonds and the obligation to pay principal and interest thereon and any premium with respect thereto do not now and shall never constitute an indebtedness or an obligation of the State of Georgia or any political subdivision thereof, within the purview of any constitutional or statutory limitation or provision, or a charge against the general credit or taxing powers, if any, of any of them, but shall be secured as aforesaid, and shall be payable solely from the revenues and income derived from the Series 2024B Loan Agreement (as defined herein) and the 2024-3 Master Indenture Obligation. No owner of the Series 2024B Bonds shall have the right to compel the exercise of the taxing power, if any, of the State of Georgia or any political subdivision thereof to pay any principal installment of, redemption premium, if any, or interest on the Series 2024B Bonds. The Georgia Issuer does not have the power to levy taxes for any purposes whatsoever.

THIS OFFICIAL STATEMENT DESCRIBES CERTAIN TERMS OF THE SERIES 2024 BONDS APPLICABLE WHILE THE SERIES 2024 BONDS BEAR INTEREST IN THE FIXED RATE MODE. THIS OFFICIAL STATEMENT IS NOT INTENDED TO PROVIDE INFORMATION WITH RESPECT TO THE SERIES 2024 BONDS IN ANY INTEREST MODE OTHER THAN THE FIXED RATE MODE.

There are risks associated with the purchase of the Series 2024 Bonds. For a discussion of certain of these risks, see "BONDHOLDERS' RISKS" and "REGULATION OF THE HEALTH CARE INDUSTRY" herein.

This cover page contains certain information for quick reference only. It is not intended to be a summary of the securities or terms of these bond issues. Investors are instructed to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2024 Bonds are offered when, as and if received by the Underwriters, subject to prior sale, to withdrawal or modification of the offer without any notice, and to the approval of legality of the Series 2024 Bonds by Murray Barnes Finister LLP, Bond Counsel to the Obligated Group Members. Certain legal matters will be passed upon for the Tennessee Issuer by its counsel, Ginger Wilson Buchanan Law Office. Certain legal matters will be passed upon for the Georgia Issuer by its counsel, Gray Pannell & Woodward LLP and McCamy, Phillips, Tuggle & Fordham, LLP. Certain legal matters will be passed upon for the Obligated Group Members by its counsel, Murray Barnes Finister LLP, and for the Underwriters by their counsel, Hawkins Delafield & Wood LLP. It is expected that the Series 2024 Bonds in book-entry form will be available for delivery through the facilities of DTC on or about July 31, 2024.

BofA Securities, Inc.

TD Securities^a

July 23, 2024

^a TD Securities (USA) LLC is an underwriter only on the Series 2024B Bonds

MATURITY SCHEDULE

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS AND CUSIPs[†]

\$205,230,000

The Health and Educational Facilities Board of the City of Cleveland, Tennessee

Revenue Bonds

(Hamilton Health Care System, Inc. Project),

Series 2024A

(Fixed Rate)

<u>Maturity Date</u> <u>(August 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u> <u>During Initial</u> <u>Fixed Rate Mode</u>	<u>Price</u>	<u>Yield</u>	<u>CUSIP[†]</u>
2029	\$ 705,000	5.000%	108.750	3.110%	186550BJ7
2030	770,000	5.000	109.984	3.170	186550BK4
2031	1,170,000	5.000	111.262	3.200	186550BL2
2032	1,585,000	5.000	112.442	3.230	186550BM0
2033	2,050,000	5.000	113.526	3.260	186550BN8
2034	2,540,000	5.000	114.609	3.280	186550BP3
2035	3,035,000	5.000	114.333 ^C	3.310	186550BQ1
2036	3,635,000	5.000	113.692 ^C	3.380	186550BR9
2037	4,225,000	5.000	113.146 ^C	3.440	186550BS7
2038	4,845,000	5.000	112.694 ^C	3.490	186550BT5
2039	5,525,000	5.000	112.243 ^C	3.540	186550BU2
2040	6,225,000	5.000	111.260 ^C	3.650	186550BV0
2041	7,005,000	5.000	110.463 ^C	3.740	186550BW8
2042	7,805,000	5.000	109.936 ^C	3.800	186550BX6
2043	5,215,000	5.000	109.411 ^C	3.860	186550BY4
2044	5,475,000	5.000	108.977 ^C	3.910	186550BZ1

\$42,300,000 5.000% Term Bond Due August 15, 2049, Priced at 106.834^C to Yield 4.160% CUSIP[†] 186550CA5

\$51,120,000 5.250% Term Bond Due August 15, 2054, Priced at 108.186^C to Yield 4.240% CUSIP[†] 186550CC1

\$50,000,000 4.250% Term Bond Due August 15, 2054, Priced at 96.061 to Yield 4.490% CUSIP[†] 186550CB3

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^C Priced to call at par on August 15, 2034.

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS AND CUSIPs[†]

\$74,625,000
Dalton-Whitfield County Joint Development Authority
Revenue Bonds
(Hamilton Health Care System, Inc. Project),
Series 2024B
(Fixed Rate)

<u>Maturity Date</u> <u>(August 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u> <u>During Initial</u> <u>Fixed Rate Mode</u>	<u>Price</u>	<u>Yield</u>	<u>CUSIP[†]</u>
2025	\$3,945,000	5.000%	101.895	3.130%	235641AN7
2026	4,360,000	5.000	103.744	3.090	235641AP2
2027	7,760,000	5.000	105.557	3.070	235641AQ0
2028	8,305,000	5.000	107.159	3.100	235641AR8
2029	4,685,000	5.000	108.750	3.110	235641AS6
2030	4,850,000	5.000	109.984	3.170	235641AT4
2031	4,700,000	5.000	111.262	3.200	235641AU1
2032	4,535,000	5.000	112.442	3.230	235641AV9
2033	4,345,000	5.000	113.526	3.260	235641AW7
2034	4,140,000	5.000	114.609	3.280	235641AX5
2035	3,940,000	5.000	114.333 ^C	3.310	235641AY3
2036	3,645,000	5.000	113.692 ^C	3.380	235641AZ0
2037	3,375,000	5.000	113.146 ^C	3.440	235641BA4
2038	3,095,000	5.000	112.694 ^C	3.490	235641BB2
2039	2,775,000	5.000	112.243 ^C	3.540	235641BC0
2040	2,445,000	5.000	111.260 ^C	3.650	235641BD8
2041	2,060,000	5.000	110.463 ^C	3.740	235641BE6
2042	1,665,000	5.000	109.936 ^C	3.800	235641BF3

[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (“CGS”) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2024 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. The CUSIP® numbers listed above are being provided solely for the convenience of the holders of the Series 2024B Bonds only at the time of issuance of the Series 2024B Bonds and none of the Georgia Issuer, HHCS, the Bond Trustee or the Series 2024B Underwriters make any representation with respect to such CUSIP® numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP® numbers are subject to being changed after the issuance of the Series 2024B Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of the Series 2024B Bonds or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that may be applicable to all or a portion of the Series 2024B Bonds.

^C Priced to call at par on August 15, 2034.

No dealer, broker, salesperson or other person has been authorized by the Tennessee Issuer, the Georgia Issuer, Hamilton Health Care System, Inc. (“HHCS”), BofA Securities, Inc. or TD Securities (USA) LLC (collectively with BofA Securities, Inc., the “Underwriters”) to give any information or to make any representations with respect to the Series 2024 Bonds, other than those in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy, nor shall there be any sale of the Series 2024 Bonds by any person in any state in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth under the captions “THE ISSUERS – The Tennessee Issuer” and “ABSENCE OF MATERIAL LITIGATION – The Issuers – The Tennessee Issuer” has been furnished by the Tennessee Issuer. The information set forth under the captions “THE ISSUERS – The Georgia Issuer” and “ABSENCE OF MATERIAL LITIGATION – The Issuers – The Georgia Issuer” has been furnished by the Georgia Issuer.

The information set forth in APPENDIX G has been furnished by DTC. All other information in this Official Statement has been obtained from HHCS and other sources that are believed to be reliable, but is not to be construed as a representation of the Underwriters. The information and expressions of opinion in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement, nor any sale made hereunder, shall under any circumstances create any implication that there has been no change in the affairs of the Tennessee Issuer, the Georgia Issuer, DTC or HHCS since the date of this Official Statement.

THE UNDERWRITERS HAVE PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

NEITHER THE SERIES 2024 BONDS NOR THE SERIES 2024 MASTER INDENTURE OBLIGATIONS (AS DEFINED HEREIN) HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAVE THE BOND INDENTURES (AS DEFINED HEREIN), THE ORIGINAL 1996 MASTER INDENTURE OR THE AMENDED AND RESTATED MASTER INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2024 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2024 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF.

CAUTIONARY STATEMENTS REGARDING PROJECTIONS, ESTIMATES AND OTHER FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included or incorporated by reference in this Official Statement constitute projections or estimates of future events, generally known as forward-looking statements. These statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “budget” or other similar words. These forward-looking statements include, among others, the information under the captions

“BONDHOLDERS’ RISKS” and “REGULATION OF THE HEALTH CARE INDUSTRY” in this Official Statement and certain information in APPENDIX A to this Official Statement.

The achievement of certain results or other expectations contained in these forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performances or achievements described to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements. HHCS does not plan to issue any updates or revisions to those forward-looking statements if or when changes in their expectations, or events, conditions or circumstances on which these statements are based occur.

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OFFICIAL STATEMENT

\$205,230,000	\$74,625,000
The Health and Educational Facilities Board of the City of Cleveland, Tennessee	Dalton-Whitfield County Joint Development Authority
Revenue Bonds	Revenue Bonds
(Hamilton Health Care System, Inc. Project), Series 2024A (Fixed Rate)	(Hamilton Health Care System, Inc. Project), Series 2024B (Fixed Rate)

INTRODUCTION

The following introductory statement is subject in all respects to the more complete information set forth in this Official Statement. The descriptions and summaries of various documents in this Official Statement do not purport to be comprehensive or definitive and are qualified in their entirety by reference to each document. See APPENDIX C for forms of the Bond Indentures and the Loan Agreements. See APPENDIX D for a copy the Amended and Restated Master Indenture. Capitalized terms used but not defined in the forepart of this Official Statement are defined in APPENDICES C and D.

Purpose of this Official Statement

This Official Statement is provided to furnish prospective investors with information concerning the offering by The Health and Educational Facilities Board of the City of Cleveland, Tennessee (the “*Tennessee Issuer*”) of \$205,230,000 aggregate principal amount of its Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024A (the “*Series 2024A Bonds*”) and the offering by the Dalton-Whitfield County Joint Development Authority (the “*Georgia Issuer*” and, together with the Tennessee Issuer, the “*Issuers*” and each an “*Issuer*”) of \$74,625,000 aggregate principal amount of its Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024B (the “*Series 2024B Bonds*”, and together with the Series 2024A Bonds, the “*Series 2024 Bonds*”). The Series 2024 Bonds will be issued for the benefit of Hamilton Health Care System, Inc., a Georgia nonprofit corporation (“*HHCS*”) and its affiliates.

The Series 2024A Bonds will be issued under and secured by a Bond Indenture, dated as of July 1, 2024 (the “*Series 2024A Bond Indenture*”), between the Tennessee Issuer and U.S. Bank Trust Company, National Association, as bond trustee (the “*Bond Trustee*”). The Series 2024B Bonds will be issued under and secured by a Bond Indenture, dated as of July 1, 2024 (the “*Series 2024B Bond Indenture*”), between the Georgia Issuer and the Bond Trustee. The Series 2024A Bond Indenture and the Series 2024B Bond Indenture are collectively referred to herein as the “*Bond Indentures*” and each, a “*Bond Indenture*.”

Each series of the Series 2024 Bonds will initially bear interest at Fixed Rates.

The issuance of each series of the Series 2024 Bonds are not contingent or dependent upon one another.

The Issuers

The Tennessee Issuer

The Tennessee Issuer is a public, nonprofit corporation and instrumentality of the State of Tennessee formed pursuant to Title 48, Chapter 101, Part 3 of the Tennessee Code Annotated, as amended (the “*Tennessee Act*”). In accordance with the Tennessee Act, and by the resolutions adopted by the Tennessee Issuer on June 11, 2024 and July 25, 2024, the Tennessee Issuer is authorized and empowered to issue the Series 2024A Bonds, to loan the proceeds thereof to HHCS and to secure the Series 2024A

Bonds, by a pledge of the amounts payable by HHCS under the Loan Agreement dated as of July 1, 2024 (the “*Series 2024A Loan Agreement*”) by and between HHCS and the Tennessee Issuer, relating to the Series 2024A Bonds and by a pledge of the amounts payable by HHCS and the other Obligated Group Members under the Series 2024-2 Master Indenture Obligation.

The Georgia Issuer

The Georgia Issuer is a public body corporate and politic of the State of Georgia formed pursuant to Chapter 62 of Title 36 of the Official Code of Georgia Annotated, as amended (the “*Georgia Act*”). In accordance with the Georgia Act, and by the resolutions adopted by the Georgia Issuer on May 21, 2024 and July 23, 2024, the Georgia Issuer is authorized and empowered to issue the Series 2024B Bonds, to loan the proceeds thereof to HHCS and to secure the Series 2024B Bonds, by a pledge of the amounts payable by HHCS and the other Obligated Group Members under the Loan Agreement, dated as of July 1, 2024 (the “*Series 2024B Loan Agreement*” and, together with the Series 2024A Loan Agreement, the “*Series 2024 Loan Agreements*”), by and between HHCS and the Georgia Issuer, relating to the Series 2024B Bonds and by a pledge of the amounts payable by HHCS and the other Obligated Group Members under the Series 2024-3 Master Indenture Obligation.

Hamilton Health Care System

HHCS operates, directly or indirectly, through its affiliates, subsidiaries and joint ventures (all such entities, to the extent currently consolidated into the financial statements of HHCS, collectively, the “*HHC System*”), a comprehensive healthcare system providing services across northwest Georgia.

The HHC System’s clinically integrated network is comprised of a 255-bed general acute care hospital, known as Hamilton Medical Center, and related medical facilities, including a comprehensive cancer treatment center, cardiovascular and open heart program, residency program, outpatient diagnostic imaging center, home health, hospice and wellness centers, all located on a 90-acre campus in the City of Dalton, Whitfield County, Georgia. Hamilton Medical Center is the only acute care hospital in Whitfield County.

Concurrently with the delivery of the Series 2024 Bonds, HHCS is purchasing a 351-bed general acute care hospital (currently known as Tennova Healthcare – Cleveland), together with certain related businesses including medical office buildings, outpatient care facilities, physician practices and ancillary services, a YMCA outpatient rehabilitation location, walk-in clinics (North and Ooltewah), four primary care locations (Ooltewah, Athens, Peerless, Cleveland South), specialty clinics (Cardiology, Neurology, Infections Disease, Bariatrics); and a cardiac rehabilitation facility (collectively, the “*Cleveland Assets*”), from CHS/Community Health Systems, Inc. Substantially all of the Cleveland Assets are located in Bradley County, Tennessee approximately 30 miles north of Dalton, Georgia. Substantially all Cleveland Assets will be transferred to Bradley Medical Center, LLC (“*BMC*”), a Tennessee limited liability corporation with no prior activities, assets or liabilities, whose sole member is Hamilton Medical Center, Inc. (“*HMC*”). The remaining Cleveland Assets will be transferred to Bradley Physician Services, LLC. The purchase and transfer of the Cleveland Assets is referred to herein as the “*Transaction*.” A portion of the proceeds of the Series 2024 Bonds will provide financing for the Transaction. Tennova Healthcare – Cleveland will be renamed Bradley Medical Center (“*Bradley Medical Center*”) and will immediately become part of the System (as defined in APPENDIX A).

For a further discussion of HHCS, the HHC System and the acquisition of the Cleveland Assets, see APPENDIX A.

Purpose of the Series 2024 Bonds

The proceeds from the sale of the Series 2024A Bonds and the Series 2024B Bonds will be used for the purposes described under the heading “PLAN OF FINANCE”.

Source of Payment and Security for the Series 2024 Bonds

The Series 2024 Bonds are not general obligations of the Issuers and are not backed by their general credit.

Pursuant to the related Series 2024 Loan Agreement, HHCS is required to make payments to the Bond Trustee at such times and sufficient in amount to pay the principal of, Purchase Price, redemption premium, if any, and interest on the Series 2024 Bonds. Such obligations of HHCS and the other Obligated Group Members under the Series 2024A Loan Agreement will be evidenced and secured by a 2024-2 Master Indenture Obligation dated the date of issuance (the “*2024-2 Master Indenture Obligation*”) and under the Series 2024B Loan Agreement will be evidenced and secured by a 2024-3 Master Indenture Obligation dated the date of issuance (the “*2024-3 Master Indenture Obligation*” and together with the 2024-2 Master Indenture Obligation, the “*Series 2024 Master Indenture Obligations*”). The Series 2024 Master Indenture Obligations will be issued pursuant to the Master Trust Indenture dated as of December 1, 1996 (the “*Original 1996 Master Indenture*”) among HHCS, Hamilton Medical Center, Inc. (“*HMC*”) and U.S. Bank Trust Company, National Association, as successor master trustee (the “*Master Trustee*”). The Obligated Group Members (as defined below) jointly and severally are obligated to make payments on the Series 2024 Master Indenture Obligations in amounts sufficient to pay principal of, purchase price, premium, if any and interest on the Bonds when due.

The 2024-2 Master Indenture Obligation will be initially issued pursuant to the Original 1996 Master Indenture and Thirteenth Supplemental Master Trust Indenture dated as of July 1, 2024 (the “*Series 2024A Supplement*”) between HHCS and the Master Trustee. The 2024-3 Master Indenture Obligation will be initially issued pursuant to the Original 1996 Master Indenture and Fourteenth Supplemental Master Trust Indenture dated as of July 1, 2024 (the “*Series 2024B Supplement*” and, together with the Series 2024A Supplemental Indenture, the “*Series 2024 Supplements*”) between HHCS and the Master Trustee.

Immediately after the issuance of the Series 2024 Bonds, upon the receipt of the requisite consent required by the Original 1996 Master Indenture and the consummation of the loans incurred under the Loan Agreements, the Original 1996 Master Indenture will be amended and restated by the Amended and Restated Master Trust Indenture, dated July 31, 2024 (as may be further amended and supplemented from time to time, the “*Amended and Restated Master Indenture*”), among HHCS, HMC, Bradley Medical Center, LLC (“*BMC*”), and VBMC, Inc. (“*VBMC*”) and the Master Trustee, which such Amended and Restated Master Indenture will be effective, following the issuance of the Series 2024 Bonds, on the date of issuance of the Series 2024 Bonds (the “*Date of Issue*”).

By their purchase of the Series 2024 Bonds on the date of issuance, the purchasers and the Beneficial Owners (as defined herein), on behalf of themselves and all subsequent holders of the Series 2024 Bonds irrevocably consent, and shall be deemed to have irrevocably consented, to the amendment, restatement and replacement of the Original 1996 Master Indenture by the Amended and Restated Master Indenture, and irrevocably direct, and shall be deemed to have irrevocably directed, the Bond Trustee, as Holder of each of the Series 2024 Master Indenture Obligations, to consent to the amendment, restatement and replacement of the Original 1996 Master Indenture with the Amended and Restated Master Indenture. See “FORM OF THE AMENDED AND RESTATED MASTER INDENTURE” in APPENDIX D.

On the Date of Issue, the following Obligations (as defined under the Original Master Indenture) are currently outstanding under the Original Master Indenture (collectively, the “*Prior Outstanding Obligations*”): (i) the Series 1996-1 Master Note (the “*Series 1996-1 Master Note*”) in the outstanding aggregate principal amount of \$7,845,000 securing payments to be made on the Development Authority of the City of Dalton Revenue Certificates (Hamilton Health Care System Project), Series 1996 (the “*Series 1996 Bonds*”) and (ii) the Series 2017-1 Master Note (the “*Series 2017-1 Master Note*”) in the outstanding aggregate principal amount of \$90,000,000 securing payments to be made on the Dalton-Whitfield County Joint Development Authority Revenue Bonds (Hamilton Health Care System Project), Series 2017 (the “*Series 2017 Bonds*”). The Series 2024-1 Master Note (the “*Series 2024-1 Master Note*”) in the initial commitment amount of \$160,000,000 securing payments to be made on the Credit Agreement, between HHCS and Bank of America, N.A. (the “*Bank of America Line of Credit*”) may also be outstanding under the Original Master Indenture on the Date of Issue. It is expected that if the Series 2024-1 Master Note is outstanding on the Date of Issue, the amount drawn under the Bank of America Line of Credit on the Date of Issue will be \$0. See the subcaption “Outstanding Master Indenture Secured Debt” in APPENDIX A hereto.

The aggregate principal amount of the Series 2024 Master Indenture Obligations is \$279,855,000 which constitutes more than a majority of the aggregate principal amount of “Obligations” Outstanding under the Original 1996 Master Indenture, and accordingly the amendment, restatement and replacement of the Original 1996 Master Indenture with the Amended and Restated Master Indenture shall be effective following the issuance of the Series 2024 Bonds, on the Date of Issue.

HHCS and HMC (the “*1996 Members*”) are currently the members of the obligated group created under the Original 1996 Master Indenture. On the Date of Issue, BMC and VBMC (the “*New Members*”), will be admitted as Obligated Group Members. The 1996 Members and New Members are collectively referred to herein as the “*Obligated Group Members*,” the “*Members*” or the “*Obligated Group*” and each entity is an “*Obligated Group Member*” or “*Member*.” The Amended and Restated Master Indenture creates a Credit Group consisting of Obligated Group Members and Designated Affiliates. HHCS, HMC, BMC and VBMC will be the only Obligated Group Members under the Amended and Restated Master Indenture, and there will be no Designated Affiliates. HHCS serves as Obligated Group Agent under the Original 1996 Master Indenture and will serve as Credit Group Representative under the Amended and Restated Master Indenture.

The Series 2024 Master Indenture Obligations, the Prior Outstanding Obligations and any other Master Indenture Obligations hereafter issued by the Obligated Group Members are collectively referred to herein as the “*Master Indenture Obligations*.” Under the Amended and Restated Master Indenture, all Master Indenture Obligations, including the Series 2024 Master Indenture Obligations, are secured by a security interest in the Gross Receivables of the Obligated Group Members. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS” and “BONDHOLDERS’ RISKS.”

Bondholders’ Risks and Regulation of the Health Care Industry

Certain risks are inherent in the purchase of the Series 2024 Bonds. See the information herein under the captions “BONDHOLDERS’ RISKS” and “REGULATION OF THE HEALTH CARE INDUSTRY” for a discussion of certain of these risks.

Book-Entry Only

The Series 2024 Bonds, when issued, will be payable solely in book-entry form through The Depository Trust Company. See APPENDIX G – “INFORMATION REGARDING BOOK-ENTRY ONLY SYSTEM.”

Continuing Disclosure

No financial or operating data concerning the Issuers is material to any decision to purchase, hold or sell the Series 2024 Bonds, and the Issuers will not provide any such information.

HHCS will covenant for the benefit of the holders and Beneficial Owners of the Series 2024 Bonds pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 by the Securities and Exchange Commission (the “*Rule*”) and two Continuing Disclosure Undertakings (one for each series of the Series 2024 Bonds), each dated the Date of Issue of the Series 2024 Bonds (each a “*Disclosure Agreement*” and collectively, the “*Disclosure Agreements*”), entered into by HHCS, to provide (i) certain financial information and operating data on an annual basis, (ii) certain unaudited financial information and operating data on a quarterly basis and (iii) notices of the occurrence of certain enumerated events. See the information under the caption “CONTINUING DISCLOSURE” and APPENDIX F – “FORMS OF DISCLOSURE AGREEMENTS” hereto.

Underlying Documents

The following descriptions and summaries of the Series 2024 Bonds, the Bond Indentures, the Loan Agreements, the Series 2024 Master Indenture Obligations, the Amended and Restated Master Indenture and the Disclosure Agreements in this Official Statement are qualified by reference to the complete text of the documents being described or summarized. Copies of such documents will be available for inspection at the Principal Office of the Bond Trustee.

THE ISSUERS

The Tennessee Issuer

Authority; Limited Liability

The Tennessee Issuer is a public nonprofit corporation and instrumentality of the State of Tennessee formed pursuant to the Tennessee Act. The liability of the Tennessee Issuer with respect to the Series 2024A Bonds is limited to the amounts received or receivable from HHCS pursuant to the Series 2024A Loan Agreement, from the Obligated Group Members pursuant to the 2024-2 Master Indenture Obligation, and from amounts held in certain funds established under Series 2024A Bond Indenture.

THE SERIES 2024A BONDS AND THE OBLIGATION TO PAY PRINCIPAL AND INTEREST THEREON AND ANY PREMIUM WITH RESPECT THERETO DO NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR AN OBLIGATION OF THE STATE OF TENNESSEE OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE PURVIEW OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION, OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS, IF ANY, OF ANY OF THEM, BUT SHALL BE SECURED AS AFORESAID, AND SHALL BE PAYABLE SOLELY FROM THE REVENUES AND INCOME DERIVED FROM THE SERIES 2024A LOAN AGREEMENT AND THE 2024-2 MASTER INDENTURE OBLIGATION. NO OWNER OF THE SERIES 2024A BONDS SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER, IF ANY, OF THE STATE OF TENNESSEE OR ANY POLITICAL SUBDIVISION THEREOF TO PAY ANY PRINCIPAL INSTALLMENT OF, REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2024A BONDS. THE TENNESSEE ISSUER DOES NOT HAVE THE POWER TO LEVY TAXES FOR ANY PURPOSES WHATSOEVER.

The Tennessee Issuer is empowered to issue, has issued and expects in the future to issue revenue bonds for other ventures. Each of such series of revenue bonds will be payable from and secured by the revenues and/or assets of such ventures and will not be payable from or secured by amounts held in the funds established under the Series 2024A Bond Indenture, the income and receipts therefrom or amounts paid or payable by the HHCS under the Series 2024A Loan Agreement or the Original 1996 Master Indenture or the Amended and Restated Master Indenture or the Gross Receivables of the Obligated Group. The Tennessee Issuer may also from time to time enter into refinancing transactions for obligations previously issued. The Tennessee Issuer has never been in default under any of its obligations.

Other than the description of the Tennessee Issuer provided in this caption and under the subcaption “INTRODUCTION – The Issuers – The Tennessee Issuer” and the information with respect to the Tennessee Issuer under “ABSENCE OF MATERIAL LITIGATION – The Issuers – The Tennessee Issuer” herein, the Tennessee Issuer has not prepared or reviewed and expresses no opinion with respect to the accuracy or completeness of any of the information set forth in this Official Statement.

The Georgia Issuer

Authority; Limited Liability

The Georgia Issuer is a public body corporate and politic and instrumentality of the State of Georgia formed pursuant to the Georgia Act. The liability of the Georgia Issuer with respect to the Series 2024B Bonds is limited to the amounts received or receivable from HHCS pursuant to the Series 2024B Loan Agreement, from the Obligated Group Members pursuant to the 2024-3 Master Indenture Obligation, and from amounts held in certain funds established under the Series 2024B Bond Indenture.

THE SERIES 2024B BONDS AND THE OBLIGATION TO PAY PRINCIPAL AND INTEREST THEREON AND ANY PREMIUM WITH RESPECT THERETO DO NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR AN OBLIGATION OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE PURVIEW OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION, OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS, IF ANY, OF ANY OF THEM, BUT SHALL BE SECURED AS AFORESAID, AND SHALL BE PAYABLE SOLELY FROM THE REVENUES AND INCOME DERIVED FROM THE SERIES 2024B LOAN AGREEMENT AND THE 2024-3 MASTER INDENTURE OBLIGATION. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER, IF ANY, OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF TO PAY ANY PRINCIPAL INSTALLMENT OF, REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2024B BONDS. THE GEORGIA ISSUER DOES NOT HAVE THE POWER TO LEVY TAXES FOR ANY PURPOSES WHATSOEVER.

The Georgia Issuer is empowered to issue, has issued and expects in the future to issue revenue bonds for other ventures. Each of such series of revenue bonds will be payable from and secured by the revenues and/or assets of such ventures and will not be payable from or secured by amounts held in the funds established under the Series 2024B Bond Indenture, the income and receipts therefrom or amounts paid or payable by HHCS under the Series 2024B Loan Agreement or the Original 1996 Master Indenture or the Amended and Restated Master Indenture or the Gross Receivables of the Obligated Group. The Georgia Issuer may also from time to time enter into refinancing transactions for obligations previously issued. The Georgia Issuer has never been in default under any of its obligations.

Other than the description of the Georgia Issuer provided in this caption and under the subcaption “INTRODUCTION – The Issuers – The Georgia Issuer” and the information with respect to the Georgia

Issuer under “ABSENCE OF MATERIAL LITIGATION – The Issuers – The Georgia Issuer” herein, the Georgia Issuer has not prepared or reviewed and expresses no opinion with respect to the accuracy or completeness of any of the information set forth in this Official Statement.

PLAN OF FINANCE

The proceeds from the sale of the Series 2024A Bonds will be used, together with other available funds, for (i) financing a portion of the acquisition price of the Cleveland Assets, together with certain related businesses including medical office buildings, outpatient care facilities, physician practices and ancillary services and improvements thereto (the “*Bradley Medical Center Facilities*”), (ii) financing in whole or in part, the cost of the acquisition, construction, installation and equipping of certain healthcare facilities, equipment and improvements at the Bradley Medical Center Facilities (clause (i) and (ii) are collectively referred to as, the “*Project*”) and (iii) paying all or a portion of the costs of issuance of the Series 2024A Bonds.

The proceeds from the sale of the Series 2024B Bonds will be used, together with other available funds, for (i) refunding all of the bonds listed on the table below in the column “Refunded Bonds” (the “*Refunded Bonds*”) and (ii) paying all or a portion of the costs of issuance of the Series 2024B Bonds.

In accordance with the plan of finance, a portion of the proceeds of the Series 2024B Bonds are expected to be used to provide funds for the refunding, defeasance and redemption of the following bonds:

Refunded Bonds	Outstanding Principal Amounts	Redemption Date
Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2012B	\$ 2,970,000	July 31, 2024
Development Authority of the City of Dalton Revenue Bonds (Hamilton Health Care System), Series 2012C	53,620,000	October 28, 2024
Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2022	25,515,000	October 28, 2024

Simultaneously with the issuance of the Series 2024B Bonds, HHCS and certain other parties will enter into two separate Escrow Deposit Agreements (the “*Escrow Agreements*”) to provide for the defeasance of the Refunded Bonds being redeemed on October 28, 2024. A portion of the proceeds of the Series 2024B Bonds, together with certain funds held under the indentures relating to the Refunded Bonds (if any), will be held as uninvested cash and/or used to purchase non-callable United States obligations, the maturing principal of and interest on which, together with uninvested cash, if any, held under the respective Escrow Agreements, will be sufficient to provide for the principal of or redemption price of and interest on the respective Refunded Bonds up to and including the redemption date on October 28, 2024.

The mathematical accuracy of the computation of the adequacy of the maturing principal and interest earned on the funds to be deposited pursuant to the respective Escrow Agreements to provide for the payment of the principal or redemption price of and interest on the respective Refunded Bonds to and including the redemption date will be verified by Causey Demgen & Moore P.C. See “VERIFICATION AGENT.”

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of funds related to the Series 2024 Bonds. All amounts below are rounded to the nearest whole dollar amount; totals may not sum due to rounding.

	Series 2024A	Series 2024B	
Sources of Funds	Bonds	Bonds	Total
Par Amount	\$205,230,000	\$74,625,000	\$279,855,000
Plus Net Original Issue Premium	12,193,079	7,340,385	19,533,464
Equity Contribution	—	2,126,927	2,126,927
Total Sources of Funds	\$217,423,079	\$84,092,311	\$301,515,390
Uses of Funds			
Project Costs	\$216,000,000	—	\$216,000,000
Refunding Purposes ⁽¹⁾	—	\$83,434,313	83,434,313
Costs of Issuance ⁽²⁾	1,423,079	657,998	2,081,077
Total Uses of Funds	\$217,423,079	\$84,092,311	\$301,515,390

(1) Reflects amounts necessary to fully pay Refunded Bonds on the redemption dates set forth under the caption “PLAN OF FINANCE.”

(2) Includes Underwriters’ compensation, legal fees, Issuers’ fees, validation fees, accounting fees, rating agency fees, printing costs and other miscellaneous expenses relating to the issuance of the Series 2024 Bonds.

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ESTIMATED ANNUAL DEBT SERVICE REQUIREMENTS

The following table sets forth, for each fiscal year ending September 30, the amounts estimated to be required for the payment of principal and interest due at maturity on the Series 2024 Bonds and on the payment of principal of, and interest on, other currently outstanding Long-Term Indebtedness of the Obligated Group (the “*Existing Debt Service*”) and the aggregate debt service, after giving effect to the refunding of the Refunded Bonds. All amounts below are rounded to the nearest whole dollar amount; totals may not sum due to rounding.

Fiscal Year Ending September 30	<u>Series 2024A Bonds</u>		<u>Series 2024B Bonds</u>		Estimated Existing Debt Service ⁽¹⁾	Total Debt Service
	Principal	Interest	Principal	Interest		
2024	\$ —	\$ —	\$ —	\$ —	\$ 7,063,950	\$ 7,063,950
2025	—	10,431,563	3,945,000	3,886,719	6,898,950	25,162,231
2026	—	10,014,300	4,360,000	3,534,000	5,578,950	23,487,250
2027	—	10,014,300	7,760,000	3,316,000	3,632,475	24,722,775
2028	—	10,014,300	8,305,000	2,928,000	3,632,475	24,879,775
2029	705,000	10,014,300	4,685,000	2,512,750	5,282,475	23,199,525
2030	770,000	9,979,050	4,850,000	2,278,500	5,319,975	23,197,525
2031	1,170,000	9,940,550	4,700,000	2,036,000	5,351,875	23,198,425
2032	1,585,000	9,882,050	4,535,000	1,801,000	5,394,125	23,197,175
2033	2,050,000	9,802,800	4,345,000	1,574,250	5,429,625	23,201,675
2034	2,540,000	9,700,300	4,140,000	1,357,000	5,463,375	23,200,675
2035	3,035,000	9,573,300	3,940,000	1,150,000	5,502,775	23,201,075
2036	3,635,000	9,421,550	3,645,000	953,000	5,543,950	23,198,500
2037	4,225,000	9,239,800	3,375,000	770,750	5,588,150	23,198,700
2038	4,845,000	9,028,550	3,095,000	602,000	5,626,550	23,197,100
2039	5,525,000	8,786,300	2,775,000	447,250	5,668,200	23,201,750
2040	6,225,000	8,510,050	2,445,000	308,500	5,710,200	23,198,750
2041	7,005,000	8,198,800	2,060,000	186,250	5,750,800	23,200,850
2042	7,805,000	7,848,550	1,665,000	83,250	5,794,800	23,196,600
2043	5,215,000	7,458,300	—	—	10,526,800	23,200,100
2044	5,475,000	7,197,550	—	—	10,524,000	23,196,550
2045	5,750,000	6,923,800	—	—	10,523,000	23,196,800
2046	6,040,000	6,636,300	—	—	10,523,200	23,199,500
2047	6,340,000	6,334,300	—	—	10,524,000	23,198,300
2048	6,655,000	6,017,300	—	—	10,524,800	23,197,100
2049	17,515,000	5,684,550	—	—	—	23,199,550
2050	18,390,000	4,808,800	—	—	—	23,198,800
2051	19,265,000	3,933,325	—	—	—	23,198,325
2052	20,180,000	3,016,913	—	—	—	23,196,913
2053	21,140,000	2,057,463	—	—	—	23,197,463
2054	22,145,000	1,052,613	—	—	—	23,197,613
TOTAL	\$205,230,000	\$231,521,625	\$74,625,000	\$29,725,219	\$167,379,475	\$708,481,319

⁽¹⁾ Includes the Series 1996 Bonds and the Series 2017 Bonds. Does not include the bonds to be refunded with the Series 2024 Bonds, subordinated debt and mortgage notes.

THE SERIES 2024 BONDS

The following is a summary of certain provisions applicable to the Series 2024 Bonds. Terms not otherwise defined in the following summary have the meanings assigned thereto in APPENDIX C hereto. DTC will act as the initial securities depository for the Series 2024 Bonds. Ownership interests in the Series 2024 Bonds may be purchased in book-entry form only. The information under this caption, “THE SERIES 2024 BONDS” is subject in its entirety to the provisions described in APPENDIX G while the Series 2024 Bonds are in the book-entry only system. So long as DTC acts as securities depository for the Series 2024 Bonds, all references herein to “Bondholder” or “Bondholders” and to “owners” and “holders” of the Series 2024 Bonds shall be deemed to refer to Cede & Co., as nominee for DTC, and not to DTC Participants, Indirect Participants or Beneficial Owners (as said terms are defined in APPENDIX G).

This Official Statement describes certain terms of the Series 2024 Bonds applicable while the Series 2024 Bonds bear interest during the Initial Fixed Rate Mode. This Official Statement is not intended to provide information with respect to the Series 2024 Bonds in any Interest Period other than the Initial Fixed Rate Mode.

Should the Series 2024 Bonds or portion thereof be converted to operate in a different Interest Period or to bear interest new Fixed Rates, as applicable, such Series 2024 Bonds to be converted will be subject to mandatory tender and purchase and, at that time, it is expected that a reoffering circular or a supplement to this Official Statement or other disclosure document will be prepared for such Series 2024 Bonds.

General

The Series 2024 Bonds will initially be dated as of the date of issuance thereof, will bear interest at the rates and will mature (subject to the redemption provisions described below), or be subject to purchase, as applicable, in the amounts and on the dates set forth on the inside cover page of this Official Statement. Interest will be payable on February 15, 2025 and semiannually on each February 15 and August 15 thereafter. Interest shall be calculated on the basis of a 360-day year of twelve 30 day months.

The Series 2024 Bonds will be issued as fully registered bonds without coupons and in denominations of \$5,000 and any integral multiple thereof.

Purchase of, and Payments on, the Series 2024 Bonds

The Series 2024 Bonds will be issued as fully registered bonds without coupons, and when issued, will be registered in the name of Cede & Co., as nominee of DTC. Individual purchases of interests in the Series 2024 Bonds will be made in book-entry form only, in Authorized Denominations. Purchasers of such interests will not receive certificates representing their interests in the Series 2024 Bonds.

So long as Cede & Co. is the registered owner of the Series 2024 Bonds, the applicable Bond Trustee will pay interest on the related series of Series 2024 Bonds to DTC, which will remit interest payments to the Beneficial Owners of such Series 2024 Bonds.

Principal of and premium, if any, and interest on the Series 2024 Bonds will be paid on the applicable Interest Payment Dates, in lawful money of the United States of America, by the applicable Bond Trustee by check mailed by first class mail to the respective Holders thereof on the applicable Record Date at their addresses as they appear as of the close of business on the applicable Record Date in the books kept by such Bond Trustee, as bond registrar. The Record Date for any Interest Payment Date is the first day of the calendar month (whether or not a Business Day) of the month of each Interest Payment Date.

In the case of any Holder of Series 2024 Bonds in an aggregate principal amount in excess of \$1,000,000 as shown on the bond register maintained by the applicable Bond Trustee who, at least five Business Days prior to the Record Date for such Series 2024 Bonds next preceding any Interest Payment Date, shall have provided such Bond Trustee with written wire transfer instructions, amounts payable on such Series 2024 Bonds shall be paid in accordance with the wire transfer instructions provided by the Holder of such Series 2024 Bonds.

Changes in Mode

All or any portion of the Series 2024 Bonds may be changed from the Fixed Rate Mode to another Mode, including a new Fixed Rate Mode, upon direction of HHCS.

Conditions Precedent for Change to new Fixed Rate Mode.

At the option of the Issuer upon direction of HHCS, the Series 2024 Bonds may be changed to a new Fixed Rate Mode. Not less than 45 days (or such shorter time as may be agreed to by the Bond Trustee) before the proposed Mode Change Date to the Fixed Rate Mode, HHCS shall give written notice to the Bond Trustee, the Issuer, the Tender Agent, and the Remarketing Agent (if any) and each Rating Agency then rating the Series 2024 Bonds proposed to be changed to the New Mode stating that the Mode will be changed to the Fixed Rate Mode and setting forth the proposed Mode Change Date. Any such change to the Fixed Rate Mode shall be made as follows:

- (1) *Mode Change Date:* The Mode Change Date shall be a day on which the Series 2024 Bonds would otherwise be subject to optional redemption at par.
- (2) *Notice to Holders:* Not less than the 15th day next preceding the Mode Change Date, the Tender Agent shall mail, in the name of the Issuer, a notice of such proposed change to the Holders of the Series 2024 Bonds proposed to be changed to the Fixed Rate Mode stating that the Mode will be changed to the Fixed Rate Mode, the proposed Mode Change Date and that such Holder is required to tender such Holder's Series 2024 Bonds proposed to be changed to the Fixed Rate for purchase on such proposed Mode Change Date and the interest on such Series 2024 Bonds shall cease to accrue from and after such Mandatory Purchase Date.
- (3) *Favorable Opinion of Bond Counsel:* The change to the Fixed Rate Mode shall not occur unless the Issuer and the Bond Trustee have received, on the Mode Change Date, a Favorable Opinion of Bond Counsel dated the Mode Change Date and addressed to the Issuer and the Bond Trustee.
- (4) *Certificate Designating Maturities, Interest Rates, Etc.; Availability of Funds to Pay Discount:* Prior to the conversion to the Fixed Rate Mode, (i) the certificate of the Remarketing Agent shall be provided to the Bond Trustee, the respective Issuer and HHCS and (ii) if the Series 2024 Bonds are to be remarketed at a discount from par pursuant to certain provisions in the related Bond Indenture, funds shall be on deposit in the Purchase Fund and available for the payment of the discount portion of the Purchase Price on the Mode Change Date.
- (5) *Firm Underwriting or Purchase Contract:* Prior to the conversion to the Fixed Rate Mode, a firm underwriting or purchase contract from a recognized firm of bond underwriters or recognized institutional investors to underwrite or purchase all Series 2024 Bonds proposed to be changed to the Fixed Rate which are to be converted on such Mode

Change Date at a price of 100% of the principal amount thereof, which contract may be subject to conditions to purchase, shall be provided to the Issuer and HHCS.

(6) *Failure to Satisfy Conditions Precedent to Mode Change.* If the foregoing conditions have not been satisfied by the Mode Change Date, the new Fixed Rate Mode shall not take effect for the Series 2024 Bonds proposed to be converted to a new Fixed Rate Mode and such Series 2024 Bonds shall not be purchased on the proposed Mode Change Date. Such a failed conversion shall not constitute an Event of Default under the related Bond Indenture.

(7) *Revocation of Mode Change Notice.* HHCS may revoke its election to effect a Mode change by giving Written Notice of such revocation to the Issuer, the Bond Trustee, the Tender Agent (if any), and the Remarketing Agent (if any), not less than three Business Days prior to the proposed Mode Change Date with the same effect as a failed conversion as described in the paragraph above.

Change from the Fixed Rate Mode to another Mode.

At the option of the Issuer upon direction of HHCS, the Series 2024 Bonds in the Fixed Rate Mode may be changed to another Mode. Not less than 45 days (or such shorter time as may be agreed to by the Bond Trustee) before the proposed Mode Change Date, HHCS shall give written notice to the Bond Trustee, the Issuer, the Tender Agent, the Remarketing Agent (if any) and each Rating Agency then rating the Series 2024 Bonds proposed to be changed to the New Mode stating that the Mode will be changed from the Fixed Rate Mode specifying the New Mode and setting forth the proposed Mode Change Date. Any such change from the Fixed Rate Mode shall be made as follows:

(1) *Mode Change Date:* The Mode Change Date shall be a day on which the Series 2024 Bonds would otherwise be subject to optional redemption at par.

(2) *Mode Change Notice:* The written notice from HHCS shall specify (a) the Series 2024 Bonds or portions thereof to which such notice relates and its intention to effect a change in the Mode from the Fixed Rate Mode then in effect to the New Mode specified in such written notice, and (b) if the change is to a Term Rate Mode, the length of the initial Interest Period.

(3) *Notice to Holders:* Not less than the 15th day next preceding the Mode Change Date, the Tender Agent shall mail, in the name of the Authority, a notice of such proposed change to the Holders of the Series 2024 Bonds proposed to be changed from the Fixed Rate Mode stating that the Mode will be changed to the New Mode, the proposed Mode Change Date and that if all conditions for such change are satisfied and such notice is not otherwise rescinded by HHCS then such Mode Change Date will be a Mandatory Purchase Date.

(4) *Determination of Interest Rates:* The New Mode shall commence on the Mode Change Date and the interest rate(s) with respect to the Series 2024 Bonds in the New Mode shall be determined by the Remarketing Agent. In connection with the Mode Change Date, serial bonds and Bond Sinking Fund redemptions may be redesignated as provided in the related Bond Indenture.

(5) *Remarketing Agent:* HHCS shall appoint a Remarketing Agent at such times as are required to remarket such Series 2024 Bonds on the applicable Mode Change Date and

as will allow the determination of the interest rate on the applicable Rate Determination Date for the applicable Mode Change Date.

(6) *Rating:* The Bond Trustee shall receive from each Rating Agency then rating the Series 2024 Bonds applicable ratings immediately following the Mode Change Date.

(7) *Favorable Opinion of Bond Counsel:* The change from the Fixed Rate Mode shall not occur unless the Issuer, the Bond Trustee, the Tender Agent, and the Remarketing Agent (if any) have received, on the Mode Change Date, a Favorable Opinion of Bond Counsel dated the Mode Change Date.

(8) *Failure to Satisfy Conditions Precedent to Mode Change:* If the foregoing conditions have not been satisfied by the Mode Change Date, the New Mode shall not take effect for the Series 2024 Bonds proposed to be converted to a New Mode and such Series 2024 Bonds shall not be purchased on the proposed Mode Change Date. In such event, the Holders shall have the same rights as if no notice of change in Mode had been given. In such event, the Bond Trustee shall promptly give notice thereof to the owners of such Series 2024 Bonds by first class mail, postage prepaid. Such a failed change in Mode shall not constitute an Event of Default under the related Bond Indenture.

(9) *Revocation of Mode Change Notice:* HHCS may revoke its election to effect a Mode change by giving Written Notice of such revocation to the Issuer, the Bond Trustee, the Tender Agent (if any), and the Remarketing Agent (if any), not less than three Business Days prior to the proposed Mode Change Date with the same effect as a failed conversion as described in the paragraph above.

On the conversion date applicable to the Series 2024 Bonds to be so converted, the Series 2024 Bonds to be converted are subject to mandatory purchase at a purchase price equal to 100% of the principal amount thereof, plus accrued interest, if any. The failure to pay the purchase price of tendered Series 2024 Bonds on the conversion date constitutes an Event of Default under the related Bond Indenture as described below under “General Provisions Relating to Tenders – Inadequate Funds for Tenders.”

If the funds are inadequate for the purchase of all Series 2024 Bonds subject to mandatory tender on the Mandatory Purchase Date, the provisions described below under “General Provisions Relating to Tenders – Inadequate Funds for Tenders” shall apply. *It is currently anticipated that, should any of the Series 2024 Bonds be converted to bear interest in a Mode other than the Initial Fixed Rate Mode, a remarketing memorandum or remarketing circular will be distributed describing such Mode.*

Redemption

Optional Redemption of the Series 2024 Bonds

During the Initial Fixed Rate Mode, the Series 2024A Bonds are subject to redemption by the Tennessee Issuer upon direction of HHCS, in whole or in part at any time on or after, August 15, 2034 (and if in part, in such order of maturity as HHCS shall specify and within maturity by lot using such other method the Bond Trustee determines to be fair and reasonable and in Authorized Denominations) at a Redemption Price equal to 100% of the principal amount of Series 2024A Bonds called for redemption, plus accrued interest, if any, to the redemption date.

During the Initial Fixed Rate Mode, the Series 2024B Bonds are subject to redemption by the Georgia Issuer upon direction of HHCS, in whole or in part at any time on or after, August 15, 2034 (and

if in part, in such order of maturity as HHCS shall specify and within maturity by lot using such other method the Bond Trustee determines to be fair and reasonable and in Authorized Denominations) at a Redemption Price equal to 100% of the principal amount of Series 2024B Bonds called for redemption, plus accrued interest, if any, to the redemption date.

Mandatory Sinking Fund Redemption.

Series 2024A Bonds Maturing August 15, 2049. The Series 2024A Bonds maturing on August 15, 2049 are subject to mandatory sinking fund redemption by the Tennessee Issuer at a redemption price equal to par plus accrued interest to the redemption date in the principal amounts and on August 15 of the years set forth below (the 2049 amount to be paid rather than redeemed):

Bond Sinking Fund Redemption Date (August 15)	Principal Amount To Be Redeemed
2045	\$5,750,000
2046	6,040,000
2047	6,340,000
2048	6,655,000
2049 [†]	17,515,000

[†] Maturity.

Series 2024A Bonds Bearing Interest at 5.25% Maturing August 15, 2054. The Series 2024A Bonds bearing interest at 5.25% and maturing on August 15, 2054 are subject to mandatory sinking fund redemption by the Tennessee Issuer at a redemption price equal to par plus accrued interest to the redemption date in the principal amounts and on August 15 of the years set forth below (the 2054 amount to be paid rather than redeemed):

Bond Sinking Fund Redemption Date (August 15)	Principal Amount To Be Redeemed
2050	\$9,390,000
2051	9,765,000
2052	10,180,000
2053	10,640,000
2054 [†]	11,145,000

[†] Maturity.

Series 2024A Bonds Bearing Interest at 4.25% Maturing August 15, 2054. The Series 2024A Bonds bearing interest at 4.25% and maturing on August 15, 2054 are subject to mandatory sinking fund redemption by the Tennessee Issuer at a redemption price equal to par plus accrued interest to the redemption date in the principal amounts and on August 15 of the years set forth below (the 2054 amount to be paid rather than redeemed):

Bond Sinking Fund Redemption Date (August 15)	Principal Amount To Be Redeemed
2050	\$9,000,000
2051	9,500,000
2052	10,000,000
2053	10,500,000
2054 [†]	11,000,000

[†] Maturity.

Extraordinary Optional Redemption

The Series 2024 Bonds are callable for redemption prior to maturity at a price equal to 100% of the principal amount of the Series 2024 Bonds being redeemed plus the full amount of the unpaid interest which has accrued on the Series 2024 Bonds and will accrue to the date the Series 2024 Bonds are redeemed in whole or in part on any Business Day in the event of damage to or destruction of Bond Financed Property or any part thereof of any Obligated Group Member or any Designated Affiliate or condemnation or sale consummated under threat of condemnation of the Bond Financed Property or any part thereof any Obligated Group Member or any Designated Affiliate, if HHCS shall exercise its option to prepay either or both of the Series 2024 Master Indenture Obligations in an amount sufficient to redeem all or a portion of the Series 2024 Bonds then outstanding.

Purchase in Lieu of Redemption

In lieu of redeeming the Series 2024 Bonds, the Bond Trustee may, at the Written Request of HHCS, use such funds otherwise available under the related Bond Indenture for redemption of the Series 2024 Bonds to purchase Series 2024 Bonds identified by HHCS in the open market for cancellation at a price specified by HHCS not exceeding the Redemption Price then applicable under the Bond Indenture. In the case of any optional redemption or any purchase and cancellation of term Series 2024 Bonds, the Bond Trustee shall apply as a credit against the required Bond Sinking Fund deposits with respect to such term bonds the amount of such term bonds in such order as HHCS elects in writing prior to such optional redemption or purchase and cancellation or, if no election is made, in the inverse order thereof. The Bond Trustee shall cancel all such Series 2024 Bonds so purchased pursuant to the related Bond Indenture. To the extent Eligible Moneys are required to be used for a redemption under the terms of the related Bond Indenture, then such moneys used by HHCS to purchase Series 2024 Bonds in lieu of redemption shall also be required to be Eligible Moneys. In addition, the amount of Series 2024 Bonds to be redeemed on any date pursuant to the mandatory Bond Sinking Fund redemption schedule shall be reduced by the principal amount of Series 2024 Bonds of the maturity required to be redeemed which are acquired by HHCS or any other Member and delivered to the Bond Trustee for cancellation as described under this heading.

Optional Purchase of the Series 2024 Bonds

The Issuers and, by their acceptance of the Series 2024 Bonds, the Bondholders, irrevocably grant to HHCS and any assigns of HHCS with respect to this right, the option to purchase, at any time and from time to time, any Series 2024 Bond which is otherwise subject to optional redemption, on the date on which the Series 2024 Bonds would otherwise be redeemed, at a purchase price equal to the Redemption Price therefor. To exercise such option, HHCS shall give the Bond Trustee a Written Request exercising such option within the time period specified in the related Bond Indenture as though such Written Request were a written request of the related Issuer for redemption, and the Bond Trustee shall thereupon give the Holders of the Series 2024 Bonds to be purchased notice of such purchase in the manner specified in the related

Bond Indenture as though such purchase were a redemption and the purchase of such Series 2024 Bonds shall be mandatory and enforceable against the Holders, and Holders will not have the right to retain their Series 2024 Bonds. On the date fixed for purchase pursuant to any exercise of such option, HHCS shall pay or cause to be paid the purchase price of the Series 2024 Bonds then being purchased to the Bond Trustee in immediately available funds, and the Bond Trustee shall pay the same to the sellers of such Series 2024 Bonds against delivery thereof. Following such purchase, the Bond Trustee shall cause such Series 2024 Bonds to be registered in the name of HHCS or its nominee and shall deliver them to HHCS or its nominee. In the case of the purchase of less than all of the Series 2024 Bonds of a maturity, the particular Series 2024 Bonds to be purchased shall be selected in accordance with the related Bond Indenture. No purchase of the Series 2024 Bonds shall operate to extinguish the indebtedness of the Issuers evidenced thereby.

Notice to Bond Trustee

The Series 2024 Bonds may be called for redemption by the Bond Trustee upon receipt by the Bond Trustee of a Written Request of HHCS requesting such redemption, at least 45 days prior to the Redemption Date. Such Written Request shall specify the principal amount of the Series 2024 Bonds to be called for redemption, the applicable Redemption Price or Prices and the provision or provisions above specified pursuant to which such Series 2024 Bonds are to be called for redemption. The Bond Trustee may waive any such notice.

Notice of Redemption or Purchase in Lieu of Redemption

In the event any of the Series 2024 Bonds are called for redemption or purchase in lieu of redemption as aforesaid, notice of the redemption or purchase in lieu of redemption identifying the Series 2024 Bonds to be redeemed or purchased will be given by mailing a copy of the notice by first class mail, postage prepaid not less than 15 or more than 60 days prior to the date fixed for redemption or purchase to the respective Issuer, the Rating Agencies and the registered owner of each Series 2024 Bond to be redeemed or purchased in whole or in part at the address shown on the registration books; provided, however, that failure to give such notice by mailing or to provide such notice to any registered securities depository, or a defect in the notice or mailing as to any Series 2024 Bond with respect to which notice was properly given, will not affect the validity of any proceedings for the redemption or purchase of a Series 2024 Bond. Except for Mandatory Bond Sinking Fund Redemption and prior to the date that the redemption notice is first mailed, either (a) Eligible Moneys shall be placed with the Bond Trustee to pay the principal of such Series 2024 Bonds, the accrued and unpaid interest thereon to the Redemption Date and the premium, if any, thereon, or (b) such notice of redemption shall state that it is revocable and any redemption is conditional on Eligible Moneys being on deposit with the Bond Trustee on the Redemption Date and that failure to make such a deposit or such deposit not being Eligible Moneys (if required) shall not constitute an event of default under the Bond Indenture.

Upon the happening of the above conditions and if sufficient funds are placed with the Bond Trustee by the redemption date to pay the principal of such Series 2024 Bonds, the accrued interest thereon to the redemption date and the premium, if any, thereon, the Series 2024 Bonds, or portions thereof, thus called shall not bear interest after the applicable date of redemption, shall no longer be protected by the related Bond Indenture and shall not be deemed to be outstanding under the provisions of the related Bond Indenture. The Bond Trustee shall redeem, in the manner provided in the related Bond Indenture, such an aggregate principal amount of such Series 2024 Bonds at the principal amount thereof plus accrued interest to the redemption date and premium, if any, as will exhaust as nearly as practicable such funds. At the direction of HHCS, such funds may be invested in U.S. Government Obligations until needed for redemption payout.

If such conditions are not satisfied or sufficient funds are not so deposited by 12:00 p.m. noon New York City time, on such date, such Series 2024 Bonds shall not be subject to redemption and the holders thereof shall have the same rights as if no such notice had been given. In such event, the Bond Trustee shall promptly give notice thereof to the owners of such Series 2024 Bonds by first class mail, postage prepaid.

The foregoing notwithstanding, so long as the Book-Entry System is in place, notices will only be given to Cede & Co. For more information, see APPENDIX G – “INFORMATION REGARDING BOOK-ENTRY ONLY SYSTEM” hereto.

Mandatory Purchase on Mode Change Date

The Series 2024 Bonds to be changed from one Mode to another Mode (other than a change to the Fixed Rate Mode, which Series 2024 Bonds are subject to mandatory purchase pursuant to the below paragraph) are subject to mandatory purchase on the Mode Change Date at the Purchase Price. The Tender Agent shall give Immediate Notice of such mandatory purchase to the Holders of such Series 2024 Bonds no less than seven days prior to the Mandatory Purchase Date. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on such Series 2024 Bonds (other than Liquidity Facility Bonds) shall cease to accrue from and after the Mandatory Purchase Date. Any notice of a Mode Change Date being provided to Holders shall state that HHCS, not less than three Business Days prior to the proposed Mode Change Date, may revoke such notice. In such event, the Tender Agent shall give Immediate Notice to the Holders within one Business Day of receipt of notice of revocation from HHCS. The failure to give such notice with respect to any Series 2024 Bonds shall not affect the validity of the mandatory purchase of any other Series 2024 Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

Series 2024 Bonds to be changed to the Fixed Rate Mode are subject to mandatory purchase on the Mode Change Date at the Purchase Price. The Tender Agent shall give notice of such mandatory purchase as part of the notice of change of Mode to be sent to the Holders. The failure to give such notice with respect to any Series 2024 Bond shall not affect the validity of the mandatory purchase of any other Series 2024 Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

Remarketing of the Series 2024 Bonds

HHCS will appoint a Remarketing Agent for the Series 2024 Bonds at such time as will allow the remarketing of the Series 2024 Bonds on any remarketing date or the determination of the interest rate on any Rate Determination Date. The Remarketing Agent shall use its best efforts to offer for sale and sell all Series 2024 Bonds required to be purchased pursuant to mandatory purchase provisions of the Bond Indenture. No Liquidity Facility is in effect to pay the Purchase Price in the event that the proceeds of the remarketed Series 2024 Bonds are insufficient.

General Provisions Relating to Tenders

Payment of Purchase Price. At or before 3:00 p.m. New York City time on the Purchase Date or Mandatory Purchase Date and upon receipt by the Tender Agent of the aggregate Purchase Price of the tendered Series 2024 Bonds, the Tender Agent is required to pay the Purchase Price of such Series 2024 Bonds to the Holders by bank wire transfer in immediately available funds. The Tender Agent is required to pay the Purchase Price from the following accounts and in the following order of priority: (1) the Remarketing Proceeds Account to the extent funds are available therein and (2) HHCS's Account of the Purchase Fund.

Inadequate Funds for Tenders. If the funds available for purchases of Eligible Bonds are inadequate for the purchase of all Series 2024 Bonds tendered on any Purchase Date or Mandatory Purchase Date, no purchase shall be consummated and the Tender Agent shall (1) return all tendered Series 2024 Bonds to the Holders thereof and (2) return all moneys deposited in the Remarketing Proceeds Account of the Redemption Fund to the Remarketing Agent for return to the Persons providing such moneys. Failure of one of the Issuers or HHCS to pay the Purchase Price of Series 2024 Bonds will constitute an event of default under the related Loan Agreement and the related Bond Indenture.

Delivery of Series 2024 Bonds by Tendering Bondholders; Undelivered Series 2024 Bonds Deemed Purchased. All Series 2024 Bonds to be purchased on any date are required to be delivered to the designated office of the Tender Agent at or before 12:00 p.m. New York City time on such Purchase Date or Mandatory Purchase Date. If the Holder of any Series 2024 Bond (or portion thereof) that is subject to purchase pursuant to the related Bond Indenture fails to deliver such Series 2024 Bond to the Tender Agent for purchase on the Purchase Date or Mandatory Purchase Date, and if the Tender Agent is in receipt of the Purchase Price therefor, such Series 2024 Bond (or portion thereof) shall nevertheless be deemed tendered and purchased on the day fixed for purchase thereof and ownership of such Series 2024 Bond (or portion thereof) shall be transferred to the purchaser thereof as provided in the related Bond Indenture. Any Holder who fails to deliver such Series 2024 Bond for purchase shall have no further rights thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Series 2024 Bond to the Tender Agent.

Delivery of Series 2024 Bonds to Purchasers. As long as the Series 2024 Bonds are held under the book-entry system of DTC, all tenders and deliveries of Series 2024 Bonds will be accomplished under the procedures of DTC. See the information in APPENDIX G – “INFORMATION REGARDING BOOK-ENTRY ONLY SYSTEM.”

No Purchases or Sales in Certain Circumstances. If (i) there is a default in the payment of principal or interest payable on the Series 2024 Bonds or (ii) any conditions set forth in the Remarketing Agreement to the performance of the Remarketing Agent’s obligation thereunder to remarket tendered Series 2024 Bonds have not been satisfied, then the Remarketing Agent will not remarket any Series 2024 Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS

Limited Liability of the Issuers

The Series 2024 Bonds are special, limited obligations of each Issuer payable solely from payments made by HHCS and received by such Issuer under the related Loan Agreement, from payments made by the Obligated Group Members on the related Series 2024 Master Indenture Obligations and from certain funds held under the related Bond Indenture.

The Bond Indentures and Loan Agreements

The rights of the Issuers in and to the Series 2024 Master Indenture Obligations, the amounts payable thereon and the amounts payable to the Issuers under the related Loan Agreement (except to the extent included in the Unassigned Rights, as defined in APPENDIX C-2 – “FORM OF THE LOAN AGREEMENTS”) have been assigned to the Bond Trustee pursuant the related Bond Indenture to provide for and to secure the payment of principal of, premium, if any, and interest on the Series 2024 Bonds. HHCS agrees under Loan Agreements to make its payments on the Series 2024 Master Indenture Obligations directly to the Bond Trustee. The Loan Agreements impose certain restrictions on HHCS’s actions for the benefit of the Issuers and the holders of the Series 2024 Bonds. See APPENDIX C-2 – “FORM OF THE LOAN AGREEMENTS” hereto.

Under each Bond Indenture, the related Issuer has assigned to the Bond Trustee for the benefit of the holders of the applicable series of Series 2024 Bonds (a) all of the right, title and interest of such Issuer in the related Series 2024 Master Indenture Obligations and the related Loan Agreements, except for the right to receive payment of fees and expenses and any rights of indemnification, and (b) all of the amounts held in any fund or account established pursuant to such Bond Indenture, other than in accounts to pay for such related series of Series 2024 Bonds called for redemption or with respect to which irrevocable instructions to redeem have been given to such Bond Trustee. See APPENDIX C-1 – “FORM OF THE BOND INDENTURES”.

The Series 2024 Master Indenture Obligations and the Amended and Restated Master Indenture

Effectiveness of the Amended and Restated Master Indenture

The Original 1996 Master Indenture provides that the holders of not less than a majority in aggregate principal amount of Master Indenture Obligations then Outstanding shall have the right, from time to time, anything contained in the Original 1996 Master Indenture to the contrary notwithstanding, to consent and approve the execution by each Obligated Group Member and the Master Trustee of Supplements as shall be deemed necessary and desirable, for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions of the Original 1996 Master Indenture, subject to certain exceptions as set forth in the Original 1996 Master Indenture. The 2024-2 Master Indenture Obligation with respect to the Series 2024A Bonds and 2024-2 Master Indenture Obligation with respect to the Series 2024B Bonds are being issued under the Original 1996 Master Indenture to secure each series of the Series 2024 Bonds. **Concurrently with the issuance of the Series 2024 Bonds, and upon the consummation of the loans incurred under the Loan Agreements, the Amended and Restated Master Indenture will become effective.**

By their purchase of the Series 2024 Bonds on the Date of Issue, the purchasers and the Beneficial Owners, on behalf of themselves and all subsequent holders of the Series 2024 Bonds irrevocably (i) consent, and shall be deemed to have irrevocably consented, to the amendment and restatement of the Original 1996 Master Indenture by the Amended and Restated Master Indenture, (ii) direct the Bond Trustee (as holder of the Series 2024 Master Indenture Obligations) to consent to the amendment and restatement of the Original 1996 Master Indenture by the Amended and Restated Master Indenture, and (iii) waive, and shall be deemed to have irrevocably waived, and consented to the waiver by the Bond Trustee (as holder of the Series 2024 Master Indenture Obligations) of, any and all other formal notice, implementation, execution or timing requirements that may otherwise be required under the Original 1996 Master Indenture in order to implement the amendment and restatement thereof by the Amended and Restated Master Indenture. BofA Securities, Inc. (the “*Series 2024A Underwriter*” or the “*Representative*”), in its capacity as an Underwriter of the Series 2024 Bonds, has not provided any consent regarding the Amended and Restated Master Indenture. TD Securities (USA) LLC (individually, an “*Underwriter*” and together with the Representative, the “*Underwriters*”), in its capacity as an Underwriter of the Series 2024B Bonds, has not provided any consent regarding the Amended and Restated Master Indenture.

On the Date of Issue, immediately after the issuance of the Series 2024 Bonds, and upon the receipt of the requisite consent required by the Original 1996 Master Indenture and the consummation of the loans incurred under the Loan Agreements, the Amended and Restated Master Indenture will become effective, and BMC and VBMC will join HHCS and HMC as Obligated Group Members. Under the Amended and Restated Master Indenture, all Master Indenture Obligations, including the Series 2024 Master Indenture Obligations, are secured by a security interest in the Gross Receivables on the Obligated Group.

General

The Obligated Group Members are and will be jointly and severally liable on all Master Indenture Obligations, including the Series 2024 Master Indenture Obligations and the Prior Outstanding Master Indenture Obligations, issued and to be issued pursuant to and/or secured under the Amended and Restated Master Indenture. Payments on the Series 2024 Master Indenture Obligations are required to be in amounts sufficient to pay the principal or Redemption Price of and interest on the Series 2024 Bonds. The Amended and Restated Master Indenture provides that, except as otherwise specifically provided and permitted thereby, all future Master Indenture Obligations will be secured on parity with all other Master Indenture Obligations issued under the Amended and Restated Master Indenture, including without limitation the Series 2024 Master Indenture Obligations.

Under certain conditions set forth in the Amended and Restated Master Indenture, additional Members may be added to the Obligated Group from time to time after the issuance of the Series 2024 Bonds and thereby made jointly and severally liable with respect to the Series 2024 Master Indenture Obligations and all other Master Indenture Obligations Outstanding under the Amended and Restated Master Indenture. Additionally, the Amended and Restated Master Indenture provides that Members may withdraw from the Obligated Group from time to time and be released from all liability with respect to Master Indenture Obligations, subject to certain conditions set forth in the Amended and Restated Master Indenture.

The Amended and Restated Master Indenture permits the Credit Group Representative to designate Designated Affiliates. Under the Amended and Restated Master Indenture, the Credit Group Representative may further designate an Obligated Group Member as a “*Controlling Member*” to establish and maintain control over a Designated Affiliate. The Obligated Group Members and any Designated Affiliates are collectively referred to as the “*Credit Group*.” As of the date of issuance of the Series 2024 Bonds, there will be no Designated Affiliates under the Amended and Restated Master Indenture.

See APPENDIX D – “FORM OF THE AMENDED AND RESTATED MASTER INDENTURE.”

Security for Master Indenture Obligations Issued Under the Amended and Restated Master Indenture

All Master Indenture Obligations Outstanding from time to time under the Amended and Restated Master Indenture, including the Series 2024 Master Indenture Obligations and the Prior Outstanding Master Indenture Obligations, are secured by security interests in the Gross Receivables of each of the Obligated Group Members and each of the future Obligated Group Members. See APPENDIX D – “FORM OF THE AMENDED AND RESTATED MASTER INDENTURE – ARTICLE III – PAYMENTS WITH RESPECT TO MASTER INDENTURE OBLIGATIONS; DESIGNATED AFFILIATES; CREDIT GROUP COVENANTS – Gross Receivables Pledge.”

Security Interests in Gross Receivables for Master Indenture Obligations Issued Under the Amended and Restated Master Indenture

Each Obligated Group Member will, as of the date of issuance of the Series 2024 Bonds, grant to the Master Trustee a security interest in its Gross Receivables, subject to Permitted Liens, to the extent the same may be pledged and a security interest granted therein under the Uniform Commercial Code (the “*UCC*”), whether now owned or hereafter acquired. Any future Obligated Group Members will also be required to grant a security interest in their Gross Receivables. For purposes of the Amended and Restated Master Indenture, “Gross Receivables” is defined to mean all of the accounts, chattel paper, instruments and payment intangibles (all as defined in the UCC) of each Obligated Group Member, as are now in

existence or as may be hereafter acquired and the proceeds thereof; excluding, however, all Restricted Monies, all accounts or payment intangibles consisting of or arising from patents and royalties or which are subject to (but only to the extent legally limited or prohibited by) applicable Government or Industry Restrictions.

The Master Trustee's security interest in the Gross Receivables described above will be perfected, to the extent that such security interest may be so perfected, by the filing of financing statements which comply with the requirements of the UCC. Each Obligated Group Member shall file, in accordance with the requirements of the UCC, financing statements; and, from time to time thereafter, shall deliver such other documents (including, but not limited to, continuation statements as required by the UCC) as may be necessary or reasonably requested by the Master Trustee in order to perfect or maintain perfection of such security interests or give public notice thereof. See APPENDIX D – "FORM OF THE AMENDED AND RESTATED MASTER INDENTURE – ARTICLE III – PAYMENTS WITH RESPECT TO MASTER INDENTURE OBLIGATIONS; DESIGNATED AFFILIATES; CREDIT GROUP COVENANTS – Gross Receivables Pledge."

Covenant Against Encumbrances

Each Obligated Group Member agrees that it will not create or suffer to be created or permit the existence of any Lien upon Property, other than Excluded Property, now owned or hereafter acquired by it, other than Permitted Liens. Each Obligated Group Member, respectively, further covenants and agrees that if such a Lien (other than a Permitted Lien) is nonetheless created by someone other than a Credit Group Member and is assumed by any Credit Group Member, the Credit Group Representative will make or cause to be made effective a provision whereby all Master Indenture Obligations will be secured prior to any such Indebtedness or other obligation secured by such Lien. See APPENDIX D – "FORM OF THE AMENDED AND RESTATED MASTER INDENTURE – ARTICLE III – PAYMENTS WITH RESPECT TO MASTER INDENTURE OBLIGATIONS; DESIGNATED AFFILIATES; CREDIT GROUP COVENANTS – Limitation on Encumbrances."

Limitation on Indebtedness

Each Obligated Group Member covenants that it will not incur any Indebtedness except that the Credit Group Members may incur certain Indebtedness as set forth in the Amended and Restated Master Indenture. See APPENDIX D – "FORM OF THE AMENDED AND RESTATED MASTER INDENTURE – ARTICLE III – PAYMENTS WITH RESPECT TO MASTER INDENTURE OBLIGATIONS; DESIGNATED AFFILIATES; CREDIT GROUP COVENANTS – Limitation on Indebtedness."

Limitations on Disposition of Assets

Each Obligated Group Member covenants that it will not voluntarily sell, lease or otherwise dispose of any part of its Property in any Fiscal Year unless one of the conditions set forth in the Amended and Restated Master Indenture is satisfied. See APPENDIX D – "FORM OF THE AMENDED AND RESTATED MASTER INDENTURE – ARTICLE III – PAYMENTS WITH RESPECT TO MASTER INDENTURE OBLIGATIONS; DESIGNATED AFFILIATES; CREDIT GROUP COVENANTS – Limitation on Disposition of Assets."

Merger, Consolidation, Sale or Conveyance

Each Obligated Group Member covenants that it will not merge or consolidate with any other Person that is not an Obligated Group Member or sell or convey all or substantially all of its assets to any

Person that is not an Obligated Group Member unless certain conditions set forth in the Amended and Restated Master Indenture are satisfied. See APPENDIX D – “FORM OF THE AMENDED AND RESTATED MASTER INDENTURE – ARTICLE III – PAYMENTS WITH RESPECT TO MASTER INDENTURE OBLIGATIONS; DESIGNATED AFFILIATES; CREDIT GROUP COVENANTS – Merger, Consolidation, Sale or Conveyance.”

Debt Service Coverage Ratio

Each Obligated Group Member agrees to manage its business such that the Historical Debt Service Coverage Ratio Service, calculated at the end of each Fiscal Year, commencing with the Fiscal Year ending September 30, 2026, shall not be less than 1.10 times. See APPENDIX D – “FORM OF THE AMENDED AND RESTATED MASTER INDENTURE – ARTICLE III – PAYMENTS WITH RESPECT TO MASTER INDENTURE OBLIGATIONS; DESIGNATED AFFILIATES; CREDIT GROUP COVENANTS – Debt Service Coverage.”

Substitution of the Series 2024 Master Indenture Obligations

Under the circumstances described in the Amended and Restated Master Indenture, the Series 2024 Master Indenture Obligations may be exchanged by the Bond Trustee without the consents of any Bondholders, for a master note issued under a different master indenture securing the obligations of a different obligated group that would include among its members HHCS. This could, under certain circumstances, lead to the substitution of different security in the form of a master note backed by an obligated group that is financially and operationally different from the current Obligated Group. Such new obligated group could have substantial debt outstanding that would rank on a parity with the substitute master note. In order to substitute the Series 2024 Master Indenture Obligations with a replacement master note, certain conditions must be met. See APPENDIX D– “FORM OF THE AMENDED AND RESTATED MASTER INDENTURE – Satisfaction and Discharge – Replacement Master Indenture”.

Current or Future Bank/Purchaser Covenants

The Obligated Group Members may become party to various agreements with certain financial institutions to provide liquidity or credit or directly purchase debt secured by Obligations. Pursuant to such arrangements, the Obligated Group Members may from time to time be subject to covenants for the benefit of such financial institutions, certain of which may be considered to be more restrictive than those contained in the Amended and Restated Master Indenture. Failure by the Obligated Group Members to comply with such additional covenants could, absent waiver or consent from the related financial institution, cause an Event of Default under the Amended and Restated Master Indenture. No assurance can be given as to the likelihood that any such waiver or consent would, if requested, be given. If an Event of Default shall occur and be continuing under the Amended and Restated Master Indenture, the Master Trustee is required to enforce remedies for the benefit of all Obligation holders proportionately and ratably, without discrimination or preference. See APPENDIX D – “FORM OF AMENDED AND RESTATED MASTER INDENTURE.” Additional covenants provided to financial institutions may also be modified from time to time with the consent or approval of the respective financial institution under a Related Supplement, without the consent of the Bond Trustee or the holders of other Obligations.

BONDHOLDERS’ RISKS

Some of the identifiable risks which should be considered when making an investment decision regarding the Series 2024 Bonds are discussed below. The discussion herein of risks to the Owners (including the Beneficial Owners) of the Series 2024 Bonds is not intended as dispositive, comprehensive or definitive, but rather is intended to summarize certain matters which could affect payment on the Series

2024 Bonds. The risks discussed below should be read in conjunction with APPENDIX A and the discussion set forth under the caption “REGULATION OF THE HEALTH CARE INDUSTRY” below. Other sections of this Official Statement, as cited herein, should be referred to for a more detailed description of risks described in this section, which descriptions are qualified by reference to any documents discussed therein. Copies of all such documents are available for inspection at the designated corporate trust office of the Bond Trustee. The operations and financial condition of the Obligated Group Members may be affected by factors other than those described in this section and “REGULATION OF THE HEALTH CARE INDUSTRY” below and elsewhere in this Official Statement. No assurance can be given as to the nature of such factors or the potential effects thereof on the Obligated Group Members.

General

Under the Bond Indentures, each Issuer has assigned to the Bond Trustee and pledged to the payment of the Series 2024 Bonds the trust estate for each series which includes (i) all right, title and interest of each Issuer in and to each respective Loan Agreement (except for certain rights for payment of expenses and indemnification), (ii) all right, title and interest of each Issuer in and to the respective Series 2024 Master Indenture Obligation, and (iii) all right, title and interest of each respective Issuer in and to certain moneys and securities from time to time held by the respective Bond Trustee under the terms of the respective Bond Indenture. The revenues and expenses of the Obligated Group are subject to, among other things, the capabilities of its management, the confidence of physicians in management, the availability of physicians and trained support staff, changes in the population or the economic condition of the Obligated Group’s service areas, the level of and restrictions on federal funding of Medicare and federal and state funding of Medicaid, the imposition of government wage and price controls, the demand for the Obligated Group Members’ services, increased competition, reduced third-party reimbursement rates or delays in payment, government regulations and licensing requirements, continued federal and state funding, future economic conditions and other conditions which are unpredictable and may not be quantifiable or determinable at this time. No representation or assurance is given or can be made that revenues will be realized by the Obligated Group in amounts sufficient to pay debt service on the Series 2024 Bonds and the related Series 2024 Master Indenture Obligation when due and to make payments necessary to meet the other obligations of the Obligated Group.

The discussion herein describes risks related to certain existing federal and state laws, regulations, rules and governmental administrative policies and determinations to which the Obligated Group Members and the health care industry are subject. Several of the federal statutes and regulations described herein may be substantially modified or repealed in whole or in part. The scope and effect of future legislation or judicial action cannot be predicted and there are no assurances that any such future legislation or judicial action will not have a material adverse effect on the Obligated Group’s business or financial condition. In addition to statutory changes or judicial action, regulatory changes and executive actions could have a material adverse effect on the Obligated Group’s business or financial condition. Accordingly, it is possible that the significant risk areas summarized under this caption “BONDHOLDERS’ RISKS” will undergo significant change in the near term.

ADVERSE CONSEQUENCES ARISING FROM ONE OR MORE OF THE FOLLOWING RISKS, OR THE OCCURRENCE OF OTHER UNANTICIPATED EVENTS, COULD ADVERSELY AFFECT THE OPERATIONS OR FINANCIAL PERFORMANCE OF THE OBLIGATED GROUP MEMBERS. THIS DISCUSSION IS NOT, AND IS NOT INTENDED TO BE, EXHAUSTIVE. THE RISKS DISCUSSED BELOW SHOULD BE READ IN CONJUNCTION WITH THE DISCUSSION SET FORTH IN APPENDIX A AND THE DISCUSSION APPEARING UNDER THE CAPTION “REGULATION OF THE HEALTH CARE INDUSTRY” BELOW AND THE INFORMATION APPEARING ELSEWHERE IN THIS OFFICIAL STATEMENT.

General Economic Factors and Credit Market Disruptions

The U.S. economy is unpredictable. Economic downturns and other unfavorable economic conditions have previously impacted the health care industry and health care providers' business and financial condition. Broad economic factors – such as inflation, unemployment rates or instabilities in consumer demand and consumer spending or other factors – could affect the Obligated Group's volumes and its ability to sustain future profitability, and its liquidity and ability to repay outstanding debt, including debt service on the Series 2024 Bonds, may be adversely affected. Other economic conditions that from time to time may adversely affect Obligated Group revenues and expenses, and consequently, its ability to make payments on the Master Indenture Obligations, include but are not limited to: (1) an inability to access financial markets on acceptable terms at a desired time, (2) significant investment portfolio losses, (3) increased business failures and consumer and business bankruptcies, (4) federal and state budget challenges resulting in reduced or delayed Medicare and Medicaid reimbursement, (5) a reduction in the demand for health care services or patient decisions to postpone or cancel elective and non-emergency health care procedures, (6) increased malpractice, casualty, and other insurance expenses, (7) reduced availability or affordability of health insurance, (8) a shortage of physician, nursing, or other professional personnel, (9) a shortage of medical supplies and critical care unit beds caused by a pandemic or other outbreak of infectious disease, (10) increased operating costs, (11) a reduction in the receipt of grants and charitable contributions, (12) unfavorable demographic developments in the Obligated Group's service areas, (13) unavailability of liquidity during periods of economic stress caused by delayed reimbursement or payment, or increased costs of liquidity facilities, or (14) increased competition from other health care institutions.

Nonprofit Health Care Environment

Each Obligated Group Member is a nonprofit corporation, and each, other than VBMC, is exempt from federal income taxation as an organization described in the Code. As nonprofit tax-exempt organizations, the Obligated Group Members are subject to federal, state and local laws, regulations, rulings and court decisions relating to their organization and operation, including their operations for charitable purposes. At the same time, the Obligated Group Members conduct large-scale complex business transactions and are major employers in their geographic areas. There can often be a tension between the rules designed to regulate a wide range of charitable organizations and the day-to-day operations of a complex, large health care organization. Hospitals or other health care providers, such as the Obligated Group Members, may be forced to forego otherwise favorable opportunities for certain joint ventures, recruitment and other arrangements in order to maintain their tax-exempt status.

The operations and practices of nonprofit, tax-exempt health care providers are routinely challenged or criticized for inconsistency or inadequate compliance with regulatory requirements for, and societal expectations of, nonprofit tax-exempt organizations. These challenges in some cases are broader than concerns about compliance with federal and state statutes and regulations, such as Medicare and Medicaid compliance, and instead are examinations of core business practices of the health care organizations. A common theme of these challenges is that nonprofit hospitals may not confer community benefits that exceed or equal the benefit received from their tax-exempt status. Areas that have come under examination have included pricing practices, billing and collection practices, charitable care, methods of providing and reporting community benefit, executive compensation, exemption of property from real property taxation, private use of facilities financed with tax-exempt bonds and others. These challenges and questions have come from a variety of sources, including state attorneys general, the Internal Revenue Service (the "IRS"), labor unions, Congress, state legislatures, and patients, and in a variety of forums, including hearings, audits and litigation.

The following are some examples of the challenges and examinations facing nonprofit health care organizations. The challenges and examinations, and any resulting legislation, regulations, judgments, or penalties, could have a material adverse effect on Obligated Group Members.

Congressional Hearings and Investigations

A number of House and Senate Committees, including the House Committee on Energy and Commerce, the House Committee on Ways and Means and the Senate Finance Committee, have conducted hearings and/or investigations into issues related to nonprofit tax-exempt health care organizations. These hearings and investigations have included a nationwide investigation of hospital billing and collection practices, charity care and community benefit and prices charged to uninsured patients and possible reforms to the nonprofit sector.

Bond Examinations

The IRS has active programs auditing both the qualification of hospital organizations as Section 501(c)(3) organizations and the qualification of bonds issued for the benefit of such organizations as tax-exempt. The IRS may use detailed information required to be reported on IRS Form 990 - Return of Organizations Exempt From Income Tax (“*IRS Form 990*”) for this purpose.

IRS Examination of Compensation Practices and Community Benefit

For many years, the IRS has been concerned about executive compensation practices of tax-exempt hospitals. The IRS heavily scrutinizes executive compensation arrangements, practices and procedures of tax-exempt organizations, and in certain circumstances, may conduct further investigations or impose fines on tax-exempt organizations. IRS Form 990 requires detailed disclosure of compensation practices, corporate governance, loans to management and others, joint ventures and other types of transactions, political campaign activities, and other areas the IRS deems to be a compliance risk.

The IRS has also undertaken a community benefit initiative directed at hospitals. Schedules of IRS Form 990 also requires the disclosure of information on community benefit, including reporting of information related to tax-exempt bonds, compliance with the arbitrage rules and rules limiting private-use of bond-financed facilities, including compliance with the safe harbor guidance in connection with management contracts and research contracts. It is likely that the IRS will use such detailed information to assist in its enhanced enforcement efforts. See “Risks Related to Tax-Exempt Status of the Obligated Group Members – Maintenance of Tax-Exempt Status” below.

IRS Form 990 also requires details on how a hospital determines eligibility for free or discounted care (if the federal poverty guidelines are not used), descriptions of billing and collection practices permitted under the hospital facility’s policies, as well as information about the hospital’s emergency medical care policy.

Litigation Relating to Billing and Collection Practices

Lawsuits have been filed in both federal and state courts alleging, among other things, that hospitals have failed to fulfill their obligations to provide charity care to uninsured patients and have overcharged uninsured patients. Other cases have alleged that charging patients more for services furnished in a hospital-based setting is a wrongful or deceptive practice. As a result of these types of cases, some hospitals and health systems have entered into substantial settlement agreements.

Challenges to Real Property Tax Exemptions

The real property tax exemptions afforded to certain nonprofit health care providers by state and local taxing authorities are subject to scrutiny, and in some cases, have been challenged in court on the grounds that the health care providers were not engaged in sufficient charitable activities. These challenges have been based on a variety of grounds, including allegations of aggressive billing and collection practices, excessive financial margins and operations that closely resemble for-profit businesses. Several of these disputes have been determined in favor of the taxing authorities or have resulted in settlements. For example, a court in New Jersey decided that a nonprofit hospital should pay property taxes on almost all of its real property because it did not meet the legal test that it operate as a nonprofit, charitable organization during certain years. The majority of the real property of the Obligated Group Members is currently treated as exempt from real property taxation. Although the real property tax exemptions of the Obligated Group Members with respect to core hospital facilities have not, to the knowledge of management, been under challenge or investigation, an audit could lead to a challenge that could adversely affect the real property tax exemptions of the Obligated Group Members.

It is not possible to predict the scope or effect of future legislative or regulatory actions with respect to taxation of nonprofit corporations. There can be no assurance that future changes in the laws and regulations of state or local governments will not materially adversely affect the financial condition of the Obligated Group by requiring payment of income, local property or other taxes.

Attorneys General and Other State Oversight or Audits

State nonprofit corporations, including the Obligated Group Members, are subject to oversight and examination by the Attorneys General of the State of Georgia and State of Tennessee to ensure their charitable purposes are being carried out, that their fundraising and investment activities comply with state law and that the terms of charitable gifts are followed. In addition, state legislatures may direct state executive bodies to monitor or audit levels of charity care being provided in nonprofit hospitals.

Charity Care

The legislatures of some states have attempted to pass legislation mandating charity care levels or imposing other requirements relating to charity care. From time to time, Congress proposes new laws and the IRS proposes new regulations concerning the manner in which charity care is calculated or issues guidance concerning the level of charity care expected of an organization exempt from tax under Section 501(c)(3) of the Code. Management of HHCS cannot predict whether legislation, regulations, or guidance will be implemented in the future and cannot predict the effect it may have on the Obligated Group's financial condition, though such effect may be material. Additionally, tax-exempt hospitals often treat large numbers of indigent patients who are unable to pay in full for their medical care. General economic conditions that affect the number of employed individuals who have health coverage affect the ability of patients to pay for health care.

Risks Related to Tax-Exempt Status of the Obligated Group Members

Maintenance of Tax-Exempt Status

The maintenance by an entity of its status as an organization described in Section 501(c)(3) of the Code is contingent upon compliance with general rules promulgated in the Code and related regulations regarding the organization and operation of tax-exempt entities, including their operation for charitable and educational purposes and their avoidance of transactions that may cause their assets to inure to the benefit of private individuals. Loss of tax-exempt status by an Obligated Group Member could result in loss of tax

exemption of interest on the Obligated Group's outstanding tax-exempt bonds and defaults in covenants regarding such outstanding tax-exempt bonds would likely result. Such an event would also have other material adverse consequences on the business and financial condition of the Obligated Group. Management of HHCS is not aware of any transactions or activities currently ongoing that are likely to result in the revocation of the tax-exempt status of any Obligated Group Member.

The IRS has announced that it intends to closely scrutinize transactions between not-for-profit corporations and for-profit entities, and in particular has issued audit guidelines for tax-exempt hospitals. As these general principles were developed primarily for public charities that do not conduct large-scale technical operations and business activities, they often do not adequately address the myriad of operations and transactions entered into by a modern health care organization. Although traditional activities of health care systems, such as medical office building leases and compensation arrangements and other contracts with physicians, have been the subject of interpretations by the IRS in the form of Private Letter Rulings, many activities have not been addressed in any official opinion, interpretation or policy of the IRS. Because the Obligated Group Members conduct large-scale and diverse operations involving private parties, there can be no assurances that certain of their transactions would not be challenged by the IRS. The Obligated Group Members participate in a variety of transactions and joint ventures with physicians either directly or indirectly. Management of HHCS believes that the transactions and joint ventures to which Obligated Group Members are a party are consistent with the requirements of the Code as to tax-exempt status, but, as noted above, there is uncertainty as to the state of the law.

The Affordable Care Act ("ACA") also contains requirements for tax-exempt hospitals through Section 501(r) of the Code. Final regulations under Section 501(r) of the Code provide detailed and comprehensive guidance relating to requirements for community health needs assessments, financial assistance policies, emergency medical care policies, limitations on charges and billing and collection practices, and also provide guidance on consequences of failure to satisfy Section 501(r) requirements. These final regulations are complex and are administratively burdensome. An organization's failure to meet one or more Section 501(r) requirements could endanger the organization's Section 501(c)(3) status as of the first day of the tax year in which a failure occurs. In addition, an organization may be subject to certain excise taxes if a hospital facility fails to maintain the requirements concerning community health needs assessments.

In certain cases, the IRS has imposed substantial monetary penalties and future charity care or public benefit obligations on tax-exempt hospitals in lieu of revoking their tax-exempt status, as well as requiring that certain transactions be altered, terminated or avoided in the future and/or requiring governance or management changes. These penalties and obligations are typically imposed on the tax-exempt hospital pursuant to a "closing agreement" with respect to the hospital's alleged violation of Section 501(c)(3) exemption requirements. Given the uncertainty regarding how tax-exemption requirements may be applied by the IRS, the Obligated Group Members are, and will be, at risk for incurring monetary and other liabilities imposed by the IRS through this "closing agreement" or similar process.

The IRS has periodically conducted audit and other enforcement activity regarding tax-exempt health care organizations. Certain audits are conducted by teams of revenue agents, often take years to complete and require the expenditure of significant staff time by both the IRS and the audited organization. These audits examine a wide range of possible issues, including tax-exempt bond financings, partnerships and joint ventures, unrelated business income tax, retirement plans and employee benefits, employment taxes, political contributions and other matters.

In recent years, the IRS has increased the frequency and scope of its audit and other enforcement activity regarding tax-exempt organizations. If the IRS were to find that an Obligated Group Member has participated in activities in violation of certain regulations or rulings, the tax-exempt status of such entity

could be in jeopardy. Although the IRS has not frequently revoked the 501(c)(3) tax-exempt status of nonprofit corporations, it could do so in the future. Loss of tax-exempt status by an Obligated Group Member potentially could result in loss of tax exemption of the tax-exempt debt of the Obligated Group, and defaults in covenants regarding the tax-exempt debt and other obligations likely would be triggered. Loss of tax-exempt status also could result in substantial tax liabilities on income of the Obligated Group.

Tax-Exempt Status of Interest on Certain Indebtedness

The Code and related regulations, rulings and policies impose a number of requirements that must be satisfied for interest on state and local obligations to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of proceeds of bonds, limitations on the investment earnings of proceeds of bonds prior to expenditure, a requirement that certain investment earnings on proceeds of bonds be paid periodically to the United States, and a requirement that governmental issuers file an information report with the IRS. In each tax certificate and agreement pertaining to the issuance of such state and local obligations (each a “*Tax Agreement*”), the related governmental issuer and one or more other Obligated Group Members have covenanted to comply with such requirements. However, future failure by an issuer, the Obligated Group Member to fulfill their respective obligations under a Tax Agreement may be an event of default and result in the inclusion of interest on such obligations in gross income for federal income tax purposes, possibly retroactive to their date of issuance.

For a discussion of certain tax matters relating to the Series 2024 Bonds, see the discussion under the heading “TAX MATTERS”.

IRS officials have indicated that more resources will be invested in audits of tax-exempt obligations, including the use of tax-exempt obligation proceeds, in the charitable organization sector, with specific review of private use. In addition, the IRS has from time to time sent questionnaires to several hundred nonprofit corporations that have borrowed on a tax-exempt basis, inquiring about post-issuance compliance with various requirements for maintaining the federal tax exemption of interest on their tax-exempt obligations. The questionnaire includes questions relating to the borrower’s (i) record retention, which the IRS has particularly emphasized, (ii) qualified use of bond-financed property, (iii) arbitrage yield restriction and rebate requirements, (iv) debt management policies, and (v) voluntary compliance and education.

The opinions of nationally recognized bond counsel delivered on the date that bonds are issued are not a guarantee of a result and are not binding on the IRS, any State, or the courts, and such opinions speak only as of their respective date of delivery. No private letter ruling has been sought from the IRS with respect to the interest on the Series 2024 Bonds. There is no assurance that an IRS examination will not adversely affect the market price for, or the marketability of, state or local obligations issued to make loans to one or more Obligated Group Members and any such examination may cause the Obligated Group and/or the holders of such bonds to incur significant expense.

Unrelated Business Income

In recent years, the IRS and state, county and local tax authorities have audited the operations of tax-exempt hospitals and health care systems with respect to their exempt activities and the generation of unrelated business taxable income (“*UBTI*”). Most hospitals and health care systems participate in activities that may generate UBTI. An investigation or audit could result in assessment of taxes, interest and penalties with respect to unreported UBTI and in some cases ultimately could affect the tax-exempt status of such entity, as well as the exclusion from gross income for federal income tax purposes of the interest payable on tax-exempt debt of the Obligated Group.

Limitations on Contractual and Other Arrangements Imposed by the Internal Revenue Code

As tax-exempt organizations, the Obligated Group Members are limited with respect to the use of practice income guarantees, reduced rent on medical office space, low interest loans, joint venture programs and other means of recruiting and retaining physicians. The IRS scrutinizes a broad variety of contractual relationships commonly entered into by hospitals and has issued a detailed audit guide suggesting that field agents scrutinize numerous activities of the hospitals in an effort to determine whether any action should be taken with respect to limitations on or revocation of their tax-exempt status or assessment of additional tax. Any suspension, limitation, or revocation of the tax-exempt status of an Obligated Group Member or assessment of significant tax liability would have a materially adverse effect on the financial condition or operations of the Obligated Group Members.

Cost of Capital

From time to time, Congress has considered and is considering revisions to the Code that may prevent or limit access to the tax-exempt debt market by borrowers such as the Obligated Group Members. Such legislation, if enacted into law, may have the effect of materially increasing the costs of capital to the Obligated Group.

COVID-19 Pandemic and Other Public Health Emergencies

The financial and operational strain on hospitals and health systems caused by the COVID-19 pandemic has lessened as a result of increased vaccinations and public health measures. However, the occurrence of a health emergency or crisis, including a global pandemic or national or localized outbreak of an infectious disease such as COVID-19, Ebola, Zika, or H1N1, may put stress on the capacity of part or all of the facilities of the Obligated Group, could require resources be diverted from one Obligated Group operation to another, could disrupt the supply chain for equipment and supplies necessary for facility operations, or could otherwise impair the operations of part or all of the facilities of the Obligated Group.

In the future, continued treatment of COVID-19 and its related variants or another highly contagious disease at the Obligated Group's facilities may adversely affect the Obligated Group's operations and financial performance in various ways, including but not limited to (1) an overburdening of facilities, (2) a quarantine, temporary shutdown or diversion of patients, (3) a disruption in the production or supply of pharmaceuticals, medical supplies and protective equipment and increases in the costs of such products, (4) professional or non-professional staff shortages or illnesses, (5) an increase in overhead costs due to additional costs incurred related to adjustments to the use of various facilities and to staffing during the outbreak, including overtime wages, mandated sick pay, and the use of more expensive contract staff to provide care, (6) significantly delayed payments from third-party payors, (7) increased numbers of professional liability lawsuits, (8) a larger number of uninsured patients due to increased unemployment rates, and (9) reduced patient volumes and operating revenues due to unaffected individuals deferring elective procedures or otherwise avoiding medical treatment.

Security and Enforceability

Gross Receivables Pledge

The Amended and Restated Master Indenture provides that each Obligated Group Member shall grant to the Master Trustee a security interest in all of its Gross Receivables, subject to Permitted Liens, and to perfect the grant of a security interest in the Gross Receivables to the extent that the same may be pledged and a security interest granted therein under the UCC. The Master Trustee's security interest in the Gross Receivables shall be perfected, to the extent that such security interest may be so perfected, by

the filing of financing statements which comply with the requirements of the UCC. It may not be possible to perfect a security interest in any manner whatsoever in certain types of Gross Receivables (e.g., certain insurance proceeds and payments under the Medicare and Medicaid programs) prior to actual receipt of funds by any Obligated Group Member. The grant of a security interest in Gross Receivables may be subordinated to the interest and claims of others in several instances. Some examples of cases of subordination of prior interests and claims are (i) statutory liens, (ii) rights arising in favor of the United States of America or any agency thereof, (iii) present or future prohibitions against assignment in any federal statutes or regulations, (iv) constructive trusts, equitable liens or other rights impressed or conferred by any state or federal court in the exercise of its equitable jurisdiction, and (v) federal or state bankruptcy laws that may affect the enforceability of the Amended and Restated Master Indenture or grant of a security interest in the Gross Receivables.

Enforceability of the Amended and Restated Master Indenture and Master Indenture Obligations

Each Obligated Group Member has covenanted in the Amended and Restated Master Indenture to make payments when due under the Amended and Restated Master Indenture and on the Master Indenture Obligations issued under the Amended and Restated Master Indenture. Master Indenture Obligations are joint and several obligations of each Obligated Group Member. The enforceability of the joint and several obligations of each Obligated Group Member is uncertain. As a consequence, the property of the Obligated Group Members that are not the beneficiaries of the proceeds of the Series 2024 Bonds may not be available to make such payments.

Counsel to the Obligated Group will deliver an opinion concurrently with the delivery of the Series 2024 Bonds to the effect that the Amended and Restated Master Indenture and the Series 2024 Master Indenture Obligations are enforceable in accordance with their terms. However, such opinion will be qualified as to the joint and several obligation of the Obligated Group Members to make payments of debt service on Series 2024 Master Indenture Obligations. In the opinion of such counsel, such joint and several obligation may not be enforceable against an Obligated Group Member for a variety of reasons.

If the obligation of a particular Obligated Group Member to make payment on a Series 2024 Master Indenture Obligation is not enforceable, and payment is not made on such Obligation when due in full, then an Event of Default will arise under the Amended and Restated Master Indenture.

An Obligated Group Member may not be required to make payments on or provide amounts for the payment of an Master Indenture Obligation, including the Series 2024 Master Indenture Obligations, issued by or for the benefit of another entity if and to the extent that any such payment or transfer would render such Obligated Group Member insolvent or would conflict with or not be permitted by or would be subject to recovery for the benefit of other creditors of such Obligated Group Member under applicable fraudulent conveyance, bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights. There is no clear precedent in the law as to whether payments on Master Indenture Obligations (including the Series 2024 Master Indenture Obligations) by an Obligated Group Member may be voided by a trustee in bankruptcy in the event of a bankruptcy of such Obligated Group Member, or by third-party creditors in an action brought pursuant to state fraudulent conveyances statutes. Under the Bankruptcy Code (the "*Bankruptcy Code*"), a trustee in bankruptcy and, under state fraudulent conveyance statutes, a creditor of a related guarantor, may avoid any obligation incurred by a related guarantor if, among other bases therefor, (1) the guarantor has not received fair consideration or reasonably equivalent value in exchange for the guaranty, and (2) the guaranty renders the guarantor insolvent, as defined in the Bankruptcy Code or state fraudulent conveyances statutes, or the guarantor is undercapitalized. Under such principles, the obligation of an Obligated Group Member to make payments on Master Indenture Obligations (including the Series 2024 Master Indenture Obligations) that secures Related Bonds (including

the Series 2024 Bonds) not issued for the direct benefit of such Obligated Group Member may be considered a guaranty.

Application by courts of the tests of “insolvency,” “reasonably equivalent value” and “fair consideration” has resulted in a conflicting body of case law. If judicial action were brought to compel an Obligated Group Member to make a payment on a Master Indenture Obligation (including the Series 2024 Master Indenture Obligations), a court might not enforce such payment in the event it is determined that sufficient consideration for the Obligated Group Member’s obligation was not received, or that the incurrence of such obligation has rendered or will render the Obligated Group Member insolvent, or the Obligated Group Member is or will thereby become undercapitalized.

In addition, state courts have common law authority and authority under state statutes to terminate the existence of a nonprofit corporation or undertake supervision of its affairs on various grounds, including a finding that such corporation has insufficient assets to carry out its stated charitable purposes or has taken some action which renders it unable to carry out such purposes. Such action may arise on the court’s own motion or pursuant to a petition of the state attorney general or such other persons who have interests different from those of the general public, pursuant to the common law and statutory power to enforce charitable trusts and to see to the application of their funds to their intended charitable uses.

An action to enforce a charitable trust and to see to the application of its funds could also arise if an action to enforce the obligation to make payments on a Master Indenture Obligation would result in the cessation or discontinuation of any material portion of the health care or related service previously provided by the Obligated Group Member from which payment is requested.

Limited Use of Obligated Group Facilities

The facilities of the Obligated Group Members are not pledged as security for the Series 2024 Bonds. In addition, such facilities are not general-purpose buildings and may not be suitable for industrial or commercial use. Consequently, if an event of default were to occur and the Master Trustee were in a position to sell or lease the facilities as a result of the exercise of available remedies, it could be difficult to find a buyer or lessee. As a result, the Master Trustee may not obtain an amount sufficient to satisfy any Master Indenture Obligations, whether pursuant to a judgment against any Obligated Group Member or otherwise.

Amendments to Documents

Certain amendments to the Amended and Restated Master Indenture may be made without the consent of the owners of the Amended and Restated Master Indenture Obligations. Certain other amendments to the Amended and Restated Master Indenture may be made with the consent of the owners of not less than a majority of the aggregate principal amount of the outstanding Master Indenture Obligations. Amendments to the Amended and Restated Master Indenture may be obtained with the consent of the owners of Obligations other than the Series 2024 Master Indenture Obligations. Each Bond Trustee is considered the holder of the respective Series 2024 Master Indenture Obligation. Certain amendments to the related Indenture may be made with the consent of the owners of not less than a majority of the outstanding principal amount of the respective series of Series 2024 Bonds. Such amendments may adversely affect the security of owners of such Series 2024 Bonds.

Enforceability of Remedies

The remedies available to each Bond Trustee, the Master Trustee, and the Beneficial Owners of the Series 2024 Bonds upon an event of default under the related Indenture and the Amended and Restated

Master Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including, specifically, the Bankruptcy Code, the remedies provided in the related Indenture and the Amended and Restated Master Indenture may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors' generally and laws relating to fraudulent conveyances.

Bankruptcy

In the event an Obligated Group Member files for protection from creditors under the Bankruptcy Code, the rights and remedies of the Owners of the Series 2024 Bonds would be subject to various provisions of the Bankruptcy Code. If an Obligated Group Member were to commence a proceeding in bankruptcy, payments made by that Obligated Group Member during the 90-day period immediately preceding such commencement (or, under certain circumstances, during the preceding one-year period) may be voided as preferential transfers to the extent such payments allow the recipients thereof to receive more than they would have received in the event of the liquidation of such Obligated Group Member. Security interests and other liens, if any, granted by such Obligated Group Member to the Bond Trustee or the Master Trustee and perfected during such preference period may also be voided as preferential transfers to the extent such security interest or other lien secures obligations that arose prior to the date of such grant or perfection.

A bankruptcy filing would operate as an automatic stay of the commencement or continuation of any judicial or other proceeding against such Obligated Group Member and its property and as an automatic stay of any act or proceeding to enforce a lien upon or to otherwise exercise control over its property as well as various other actions to enforce, maintain or enhance the rights of the Bond Trustee and the Master Trustee. If the bankruptcy court so ordered, the property of such Obligated Group Member could be used for the financial rehabilitation of such Obligated Group Member despite any security interest of the Bond Trustee or the Master Trustee therein. The rights of the Bond Trustee and the Master Trustee to enforce their respective interests and other liens could be delayed during the pendency of the rehabilitation proceeding.

An Obligated Group Member could also file a plan for the adjustment of its debts in any such proceeding which could include provisions modifying or altering the rights of creditors generally, or any class of them, secured or unsecured. The plan, when confirmed by a court, binds all creditors who had notice or knowledge of the plan and, with certain exceptions, discharges all claims against the debtor to the extent provided for in the plan. No plan may be confirmed unless certain conditions are met, among which conditions are that the plan be feasible and that it shall have been accepted by each class of claims impaired thereunder. Each class of claims has accepted the plan if at least two-thirds in dollar amount and more than one-half in number of the class cast votes in its favor. Even if the plan is not so accepted, it may be confirmed if the court finds that the plan is fair and equitable with respect to each class of non-accepting creditors impaired thereunder and does not discriminate unfairly. Any such plan could adversely affect the beneficial owners of the Series 2024 Bonds.

Under the Bankruptcy Code, a bankruptcy court could appoint a patient advocate, the cost of which would be an administrative expense of the estate and certain reimbursements from federal agencies could be discontinued.

In addition, the bankruptcy of a health plan or physician group that is a party to a significant managed care arrangement with one or more Obligated Group Members, or that of any significant contract

payor obligated to any one or more Obligated Group Members, could have material adverse effects on the Obligated Group.

Limitation on Nonprofit Corporations in Georgia

Any remedies or rights available under the Master Trust Indenture may be limited by the provisions of the Georgia Hospital Acquisition Act, O.C.G.A. Sec. 31-7-400 et seq. which imposes certain procedural and other limitations on the disposition of hospitals by nonprofit corporations.

Market Risks and Interest Rate Swaps

The Obligated Group Members have significant holdings in a broad range of investments. Market fluctuations have affected and will continue to affect the value of those investments and those fluctuations may be, and historically have been, material. Market disruptions have exacerbated the market fluctuations and have negatively affected the investment performance of securities in the Obligated Group's portfolio over certain time periods. Investment income (including both realized and unrealized gains on investments) has contributed significantly to the Obligated Group's financial results over recent years.

Market for the Series 2024 Bonds

Subject to prevailing market conditions, the Underwriters intend, but are not obligated, to make a market in the Series 2024 Bonds. There is presently no secondary market for the Series 2024 Bonds and no assurance can be given that a secondary market will develop. Consequently, investors may not be able to resell the Series 2024 Bonds purchased should they need or wish to do so.

Ratings

There can be no assurance that the ratings assigned to the Series 2024 Bonds at the time of issuance will not be lowered or withdrawn at any time, the effect of which could adversely affect the market price for and marketability of the Series 2024 Bonds. See the information under the heading "RATINGS".

Future Legislation Regarding Limitations or Elimination of Tax-Exempt Status

Future tax legislation, administrative actions taken by tax authorities or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Series 2024 Bonds under federal or state law or otherwise prevent beneficial owners of the Series 2024 Bonds from realizing the full current benefit of the tax status of such interest. In addition, such legislation, administrative actions and court decisions could affect the market price or marketability of the Series 2024 Bonds. Prospective investors should consult with their tax advisors on the foregoing matters as they consider an investment in the Series 2024 Bonds.

Variable Rate and Put Exposure

Future bonds issued for the benefit of the Obligated Group Members are variable rate obligations ("Variable Rate Bonds"), the interest rates on which could rise. Such interest rates vary on a periodic basis and may be converted to a fixed interest rate. This protection against rising interest rates is not unrestricted, however, because the Obligated Group would be required to continue to pay interest at the variable rate until such obligations are converted to a fixed rate pursuant to the terms of the applicable transaction documents. Turmoil in the financial markets and supply-demand imbalances have in the past triggered sudden and significant increases in interest costs for many issuers (and conduit borrowers) of taxable and tax-exempt debt, and such market dislocations may occur in the future.

Patient Service Revenues

General

Net patient service revenues realized by the Obligated Group Members are derived from a variety of sources and will vary among the individual facilities owned and operated by the Obligated Group Members and also among the various market areas and regions in which such facilities are located. A substantial portion of the net patient service revenues of the Obligated Group Members is derived from third-party payors. These third-party payors include Medicare, Medicaid and commercial health plans and insurers, including managed care organizations such as health maintenance organizations (“HMOs”) and preferred provider organizations (“PPOs”). Many third-party payor programs make payments to Obligated Group Members in amounts that may not reflect the direct and indirect costs of the Obligated Group Members in providing services to the insured patients. Federal deficit reduction efforts have slowed the growth of federal Medicare and Medicaid spending, as discussed below. Additionally, the financial performance of the Obligated Group has been, and in the future could be, adversely affected by the financial position or the insolvency or bankruptcy of or other delay in receipt of payments from third-party payors.

Governmental Payor Programs

Medicare is a federal program that provides certain health care benefits to beneficiaries who are 65 years of age or older, disabled or qualify for the End Stage Renal Disease program. Medicare Part A covers inpatient services and certain other services, and Medicare Part B covers certain physicians services, medical supplies and durable medical equipment. The Medicare Advantage Program, also known as Medicare Part C, enables Medicare beneficiaries who are entitled to Part A and are enrolled in Part B to choose to obtain their benefits through a variety of risk-based plans. Medicare Part D is the prescription drug benefit.

Medicare is administered by The U.S. Department of Health and Human Services (“DHHS”) Center for Medicare & Medicaid Services (“CMS”), which delegates to the states the process for certifying those organizations to which CMS will make payment. The rule-making authority of DHHS is substantial and the rules are extensive and complex. Substantial deference is given by courts to rules promulgated by DHHS.

Medicare claims are processed by non-government organizations or agencies that contract to serve as the fiscal agent between providers and the federal government to locally process Medicare’s institutional and provider claims. The contractors apply the Medicare coverage rules to determine the appropriateness of claims. CMS selects organizations (generally insurance companies) to act as contractors in various states or regions and enters into a “prime contract” with each. Most Medicare services are paid for on a fee-for-service basis under the reimbursement methods described below. Some Medicare recipients, however, enroll in Medicare Advantage managed care plans which may reimburse providers on a fee for service or capitated basis.

Medicaid is a program for medical assistance, funded jointly by the federal government and the states, for certain needy individuals and their dependents. Under Medicaid, the federal government provides limited funding to states that have medical assistance programs that meet federal standards. Pursuant to these broad federal guidelines, each state establishes its own eligibility standards; determines the type, amount, duration and scope of services; sets the payment rates for services; and administers its own programs.

Payments made to health care providers under the Medicaid program are subject to change as a result of federal or state legislative and administrative actions, including changes in the methods for

calculating payments, the amount of payments that will be made for covered services and the types of services that will be covered under the program. Such changes have occurred in the past and may be expected to occur in the future, particularly in response to federal and state budgetary constraints. Any future reduction in the level of Medicaid spending by the federal government is likely to have an adverse impact on the revenues of the Hospitals derived from the Medicaid program.

While management of HHCS cannot predict the effect of any changes to the Georgia Medicaid program on the operations, results from operations or financial condition of the Hospitals, historically Medicaid has reimbursed at rates below the cost of care. Therefore, increases in the overall proportion of Medicaid patients pose a risk. It is uncertain to what extent this risk may be mitigated if the increased Medicaid utilization population replaces previously uncompensated patients.

Health care providers have been and continue to be affected significantly by changes made in the last several years to federal and state health care laws and regulations, particularly those pertaining to Medicare and Medicaid. The purpose of much of this statutory and regulatory activity has been to reduce the rate of increase in health care costs, particularly costs paid under the Medicare and Medicaid programs. In addition to ongoing and future payment reform measures resulting from the ACA and other health care reform efforts, the Medicare and Medicaid programs are subject to: (1) other statutory and regulatory changes, administrative rulings, interpretations and determinations concerning patient eligibility requirements, funding levels, and the method of calculating payments or reimbursement rates, (2) requirements for utilization review, and (3) federal and state funding restrictions and challenges, including as exacerbated by the COVID-19 pandemic. Any of these factors could materially decrease payments from these government programs in the future, as well as affect the cost of providing services to patients and the timing of reimbursement. See “REGULATION OF THE HEALTH CARE INDUSTRY – Federal and State Legislation; National Health Care Reform” below for additional discussion of risks related to Medicare and Medicaid reimbursement.

Commercial Third-Party Payors

The Obligated Group’s ability to develop and expand its services and, therefore, its operating margins is dependent upon its ability to enter into contracts with commercial third-party payors at competitive rates. There can be no assurance that it will be able to attract commercial third-party payors, and where it does, no assurance that it will be able to contract with such payors on advantageous terms. The inability of the Obligated Group to contract with a sufficient number of such payors on advantageous terms would have a material adverse effect on the Obligated Group’s business and financial condition. Additionally, commercial third-party payors are increasingly attempting to control health care costs through increased utilization reviews, greater enrollment in managed care programs, such as HMOs and PPOs, and directly contracting with hospitals to provide services on a discounted basis. The trend toward consolidation among private managed care payors tends to increase their bargaining power over prices and fee structures. Other health care providers, including some with greater financial resources, greater geographic coverage or a wider range of services, may compete with the Obligated Group for opportunities with commercial insurers. For example, competitors may negotiate exclusivity provisions with certain managed care plans or otherwise restrict the ability of managed care companies to contract with Obligated Group providers. There can be no assurance that the Obligated Group will be able to continue to attract commercial third-party payors, or that it will be able to contract with such payors on advantageous terms.

The ACA imposes, over time, increased regulation of the industry, the use and availability of state-based exchanges in which health insurance can be purchased by certain groups and segments of the population, the extension of subsidies and tax credits for premium payments by some consumers and employers, and the imposition upon commercial insurers of certain terms and conditions that must be included in contracts with providers. In addition, the ACA imposes many new obligations on states related

to health care insurance. It is unclear how the increased federal oversight of state health care may affect future state oversight or affect the Obligated Group. The effects of these changes upon the financial condition of any third-party payor that offers health care insurance, rates paid by third-party payors to providers and, thus, the revenues of the Obligated Group, and upon the operations, results of operations and financial condition of the Obligated Group cannot be predicted.

Value-Based Care and Alternative Payment Models

The health care industry is under pressure from the federal and state governments and managed care plans to transition from fee for service methods of payment to “value-based care.” Accordingly, alternative payment models such as value-based purchasing programs that condition reimbursement on patient outcome measures, are becoming more common and involve a higher percentage of reimbursement amounts. As discussed below in “REGULATION OF THE HEALTH CARE INDUSTRY”, the ACA contains a number of health care delivery reform measures intended to promote value-based purchasing in the federal health care programs and commercial third-party payors are increasingly implementing value-based purchasing and other alternative payment models. This rapid volume-to-value reimbursement shift could present financial challenges for the Obligated Group and the employed or contracted clinicians with whom the Obligated Group partners to deliver care, particularly to the extent they are unable to meet targeted measures. There can be no assurance that management will be able to reduce the Obligated Group’s cost structure sufficiently quickly enough to align with potentially decreased revenues from a value-based care model, or that the Obligated Group will otherwise adapt to value-based care incentives sufficiently quickly to maintain positive financial results.

To keep pace with industry trends, many hospitals and health systems are pursuing clinical integration strategies or other joint ventures with physician groups in order to offer an integrated package of health care services to patients and health care insurers. These integration strategies may take many forms, including (1) accountable care organizations (“ACOs”) – organizations typically composed of a hospital and certain other health care providers that coordinate patient care and tie payment for that care to the achievement of quality metrics, (2) management service organizations – organizations that provide physicians or physician groups with a combination of financial and managed care contracting services, office and equipment, office personnel and management information systems, (3) physician-hospital organizations - organizations which are typically jointly owned or controlled by a hospital and physician group for the purpose of managed care contracting, implementation and monitoring, and (4) hospital-based clinics or medical practice foundations, which may purchase and operate physician practices as well as provide all administrative services to physicians. Often the start-up capitalization for such structures, as well as operational deficits, are funded by the sponsoring hospital or health system. Depending on the size and organizational characteristics of a particular strategy, these capital requirements may be substantial. In some cases, the sponsoring hospital or health system may be asked to provide a financial guarantee for the debt of a related entity that is carrying out an integrated delivery strategy. In certain of these structures, the sponsoring hospital or health system may have an ongoing financial commitment to support operating deficits, which may be substantial on an annual or aggregate basis. In addition, participating physicians may seek their independence for a variety of reasons, thus putting the hospital or health system’s investment at risk and potentially reducing its managed care leverage and/or overall utilization. If an integrated delivery system structure is not functionally successful, it may produce materially adverse results that are counterproductive to some or all of its goals.

Joint venture and integrated delivery strategies carry with them the potential for legal or regulatory risks in varying degrees. Such ventures or strategies may call into question compliance with the federal fraud and abuse laws, relevant antitrust laws and federal or state tax-exemption. Such risks will turn on the facts specific to the implementation, operation or future modification of any integrated delivery system. In addition, depending on the type of structure, a wide range of governmental billing and other issues may

arise, including questions of the authorization of the entity to bill for or on behalf of the physicians involved. Other related legal and regulatory risks may arise, including employment, pension and benefits, requirements for risk-bearing organizations and corporate practice of medicine, particularly in the current atmosphere of frequent and often unpredictable changes in federal and state legal requirements regarding health care and medical practice. The ability of hospitals or health systems to conduct integrated physician operations may also be altered or eliminated in the future by legal or regulatory interpretation or changes or by health care fraud enforcement. Management of HHCS believes that current joint ventures and integrated care arrangements to which Obligated Group Members are a party are in material compliance with applicable state and federal health care regulatory laws. Nevertheless, there can be no assurance that the Obligated Group's joint ventures or integrated delivery models will not be subject to investigation or otherwise found to be in violation of applicable health care rules and regulations.

Managed Care Organizations

HMOs, PPOs and other managed health care systems (collectively, "*Managed Care Organizations*") are providers of health care coverage significantly different from traditional commercial insurers. Managed Care Organizations represent a broad continuum of systems generally designed to favorably affect the cost, the site and/or the utilization of health care services from a patient standpoint. As such, they include HMOs, which generally accept uniform per-employee payments from employers and/or employees with fees based on the number of enrollees and in return agree to provide all, or substantially all, of an enrollee's health care needs, and PPOs, which generally negotiate favorable prices with providers and thus create preferred provider arrangements. Managed Care Organizations often rely upon case management analysis to reduce utilization of health care services, including discouraging an enrollee's admission to a hospital unless determined to be absolutely necessary. As Managed Care Organizations' enrollment increases, such entities also become significant purchasers of health care services from hospitals and other providers enabling negotiation of separate pricing terms and selection of health providers offering the most cost-effective services. Such case and cost management efforts on behalf of Managed Care Organizations may adversely affect utilization of the facilities and/or patient revenues of the Obligated Group.

Most Managed Care Organizations pay health care facilities on a negotiated fee-for-service basis or on a discounted fixed rate per day of inpatient care. The discounts offered to Managed Care Organizations may result in payment at less than actual cost and the volume of patients directed to a health care facility under a Managed Care Organization's contract may vary significantly from projections. In cases where a Managed Care Organization is a major purchaser of services from a particular health care facility operated by an Obligated Group Member, a contract rate reduction, contract cancellations, inability to pay, failure to make prompt payment, difficulty in meeting solvency thresholds, business failure or bankruptcy of the Managed Care Organization may have a substantial negative effect on the Obligated Group's financial condition.

Some Managed Care Organizations employ a "capitation" payment method under which health care providers are paid a predetermined periodic rate for each enrollee in the Managed Care Organization who is "assigned" or otherwise directed to receive care from a particular health care provider. The health care provider may assume financial risk for the cost and scope of institutional care provided. If payment is insufficient to meet the health care provider's actual cost of care, or if utilization by such enrollees materially exceeds projections, the financial condition of the health care provider could erode rapidly and significantly. In addition to the standard Managed Care Organization risk sharing approach, private health insurance companies are increasingly adopting various additional risk sharing/cost containing measures, sometimes similar to those introduced by government payors. Health care providers may expect health care cost containment and its associated risk sharing to continue to increase in the coming years among all payors.

Managed Care Organizations that experience financial pressure may slow payment to providers, withhold pay entirely, or utilize claims payment methodology that systematically reduces compensation on a per claim basis. Managed Care Organizations that become insolvent may seek either federal bankruptcy or state insurance insolvency protection. Such bankruptcy or insurance insolvency protection may require that providers repay certain claims to the Managed Care Organization, or result in certain claims becoming uncollectible. It is not possible at this time to predict the future of the managed care industry in general or of specific Managed Care Organizations, or to predict what impact the state of the financial health of such organizations might have on the Obligated Group.

Often, managed care contracts are enforceable for a stated term, regardless of health care organization losses and may require health care organizations to care for enrollees for a certain time period, regardless of whether the payor is able to pay the health care organization. Health care organizations from time to time have disputes with Managed Care Organizations concerning payment and contract interpretation issues. Such disputes may result in mediation, arbitration, litigation or contract termination.

Failure to maintain contracts could have the effect of reducing a health care organization's market share and net patient services revenues. Conversely, participation may result in lower net income if participating health care organizations are unable to adequately contain their costs. In part to reduce costs, health plans are increasingly implementing, and offering to purchasing employers, tiered provider networks, which involve classification of a plan's network providers into different tiers based on care quality and cost. With tiered benefit designs, plan enrollees are generally encouraged, through incentives or reductions in copayments or deductibles, to seek care from providers in the top tier. Classification of a health care provider in a non-preferred or lower tier by a significant payor may result in a material loss of volume.

Many private health plans and Managed Care Organizations are mirroring federal initiatives to encourage providers to be more accountable for patient care by tying reimbursement to the quality and value provided to beneficiaries. Managed Care Organizations are increasingly implementing "narrow networks" which limit the in-network providers available to enrollees in an effort to contain costs. Managed Care Organizations often look at quality performance and cost in selecting providers to participate in their narrow networks. A provider's exclusion from a narrow network may result in a material loss of volume. Managed Care Organizations may offer lower reimbursement for providers in their narrow network(s) in exchange for additional volume expected from being one of a select group of network providers. This reimbursement may be insufficient to cover a network provider's cost in providing the services. The new demands of dominant health plans and other shifts in the managed care industry may also reduce patient volume and revenue.

In addition, the current trend of consolidation in the health insurance industry is likely to increase the leverage of commercial insurers when negotiating rates with health care providers. Large health insurers that assume dominant positions in local markets threaten to increase health insurer concentration, reduce competition and decrease choice. If an Obligated Group Member were to terminate its agreement with any of the major managed care payors or not agree to terms proposed by such payors, or if the payors were to exit the regional marketplace in some or all of their product lines, it could have a significant material adverse effect on the financial condition of the Obligated Group.

Federal Budget

The effect of future government health care funding or federal deficit policy changes on the Obligated Group's business or financial condition is unpredictable. If reimbursement rates paid by governmental payors are reduced or if the scope of services covered by governmental payors is limited, there could be a material adverse effect on the Obligated Group's business or financial condition. Past federal legislation and policy aimed at federal deficit reduction have resulted in across-the-board federal

program spending reductions. With no long-term resolution in place for federal deficit reduction, Medicare and Medicaid reimbursement may continue to be targets for interim and long-term federal reduction efforts. Congress could act to extend or increase Medicare and Medicaid spending reductions in the future.

Federal Debt Ceiling

The federal government is subject to a debt “ceiling” established by Congress. In the past several years political disputes concerning authorization of a federal debt ceiling increase have led to shutdowns of substantial portions of the federal government and other federal budget authorization delays have occurred. Federal budget delays and federal government shutdowns are unpredictable and may occur in the future. The most recent debt ceiling bill passed by Congress suspends the debt ceiling until 2025. In the future, any failure by Congress to increase the federal debt ceiling, federal budget authorization delays, federal government shutdowns, or other political challenges may cause Medicare or Medicaid reimbursements to be further reduced or paid late, which effects may have a material adverse effect on the Obligated Group’s business or financial condition.

State and Local Budgets

Many states, including Georgia and Tennessee, face budgetary challenges that have resulted, and likely will continue to result, in reduced Medicaid funding levels to hospitals and other health care providers. Because most states are required to operate with balanced budgets, and the Medicaid program is generally a significant portion of a state’s budget, states can be expected to adopt or consider adopting future legislation designed to reduce or freeze Medicaid expenditures. In addition, some states delay issuing Medicaid payments to providers to manage state expenditures. Continuing pressure on state budgets, state budget authorization delays, and other factors could result in future reductions to Medicaid payments, payment delays or additional taxes on hospitals. In addition, legislative proposals to cap the federal share of Medicaid expenditures or “block grant” the Medicaid program would further shift rising cost risk to the states, exacerbating state budget challenges, and potentially resulting in decreased payments to providers or a reduction in the services covered by Medicaid. Either effect may have a material adverse effect on a provider’s business or financial condition.

Licensing, Certification and Accreditation Requirements

The health care facilities of the Obligated Group Members are subject to numerous legal, regulatory, professional and private licensing, certification and accreditation requirements. These may be affected by regulatory action and policy changes by governmental and private agencies that administer Medicare, Medicaid and other third-party payment programs, as well as action by, among others, accrediting bodies such as The Joint Commission, and federal, state and local government agencies. Renewal and continuation of certain of these licenses, certifications and accreditations are based on inspections or other reviews generally conducted in the normal course of business of health facilities. Actions in any of these areas could result in a reduction in utilization, revenues or both, or the inability of the Obligated Group Members (or future Obligated Group Members) to operate all or a portion of such facilities or to bill various third-party payors, and, consequently, could materially adversely affect Obligated Group Members.

Malpractice and General Liability Insurance

In recent years, the number of malpractice and general liability suits and the dollar amount of damage recoveries have increased nationwide, resulting in substantial increases in insurance premiums. Actions alleging wrongful conduct and seeking punitive damages are often filed against hospitals. Litigation may also arise from the corporate and business activities of the Obligated Group, including

employee-related matters, medical staff and provider network matters and denials of medical staff and provider network membership and privileges. As with professional liability, many of these risks are covered by insurance, but some are not. For example, some antitrust claims, business disputes and workers' compensation claims are not covered by insurance or other sources and, in whole or in part, may be a liability of the Obligated Group if determined or settled adversely. Claims for punitive damages may not be covered by insurance under certain state laws. Although the Obligated Group currently maintains actuarially determined self-insurance reserves and carries excess malpractice and general liability insurance which management considers adequate, management is unable to predict the availability, cost or adequacy of such insurance in the future.

Any judgments or settlements that exceed insurance coverages or self-insurance reserves could have a material adverse effect on the financial condition of the Obligated Group. Moreover, the Obligated Group is not able to predict the cost or availability of any such insurance in the future. See APPENDIX A – "LITIGATION" and "INSURANCE."

Facility Damage

Hospitals are highly dependent on the condition and functionality of their physical facilities. Damage from natural causes, fire, deliberate acts of destruction, terrorism or various facility system failures may have a material adverse effect on hospital operations, financial conditions and results of operations, especially if insurance is inadequate to cover resulting property and business losses. The occurrences of other natural disasters and severe weather events, including floods, volcanoes, tsunamis, droughts, heatwaves, and severe snow storms may damage Obligated Group facilities, interrupt utility service to facilities or otherwise impair the operation of some Obligated Group facilities or the generation of revenues beyond existing insurance coverage. Climate change may increase the frequency of severe weather events.

Construction Risks

Construction projects are subject to a variety of risks, including but not limited to delays in issuance of required building permits or other necessary approvals or permits, including environmental approvals, strikes, shortages of qualified contractors or materials and labor, and adverse weather conditions. Such events could delay occupancy of major construction projects. Cost overruns may occur due to change orders, delays in construction schedules, scarcity of building materials and labor, tariffs on construction materials, inflation, and other factors. Cost overruns could cause project costs to exceed estimates and require more funds than originally allocated or require Obligated Group Members to borrow additional funds to complete projects.

Increased Competition

The health care business is highly competitive. The Obligated Group will likely face increased competition from other providers of health care that offer health care services to the population which the Obligated Group services. This could include the construction of new, or the renovation of existing, hospitals, specialty hospitals, ambulatory surgical centers and other ambulatory care facilities, free standing emergency facilities, and private laboratory and radiological services. There are also some services that could be provided by others which could be substituted for some of the revenue generating services offered by the Obligated Group Members. For example, home care, intermediate nursing care, preventive care, ambulatory care, telehealth services, and drug and alcohol abuse programs are services that could serve as substitutes for hospital treatment.

Quality measures and future trends toward clinical transparency may have an unanticipated impact on the Obligated Group's competitive position and patient volumes. Health care consumers are now able

to access hospital performance data on quality measures and patient satisfaction, as well as standard charges for services, to compare competing providers. If any of the Obligated Group's health care facilities achieve poor results (or results that are lower than their competitors') on quality measures or patient satisfaction surveys, or if patients perceive its standard charges as being higher than competitors', the Obligated Group may attract fewer patients. The CMS Price Transparency Rule, which requires the publication of hospital standard charges (including negotiated charges), could also result in market distortion or changes to patient choice that may negatively impact the Obligated Group.

Future competition may arise from new sources not currently anticipated or prevalent. Additionally, scientific and technological advances, new procedures, drugs and devices, preventive medicine and outpatient health care delivery may reduce utilization and revenues of hospitals in the future or otherwise lead the way to new avenues of competition. Efforts to reduce hospital readmissions and costs in the overall care continuum will further the use of these new and changing technologies.

Uncompensated Care

Hospital providers across the country continue to see a rise in uncompensated care as a result of increased unemployment or other adverse economic conditions that further increase the proportion of parties who are unable to pay fully for their cost.

Physician Relationships and Supply

The success of the Obligated Group's business depends in significant part on the number, quality, specialties, and admitting and scheduling practices of admitting physicians. Accordingly, it is essential to the Obligated Group's ongoing business that it attract an appropriate number of quality physicians in the specialties required to support its services and that it maintains good relationships with those physicians. A shortage of physicians, especially in primary care, could become a significant issue for health providers in the coming years. In addition, reductions in Medicare or Medicaid reimbursement could lead to physicians relocating their practices in communities with smaller Medicare and Medicaid populations. The Obligated Group may be required to invest additional resources for recruiting and retaining physicians or may be required to increase the percentage of employed physicians in order to continue serving the growing population base and maintain market share.

In recruiting, retaining and otherwise contracting with physicians, the Obligated Group will be limited by rules promulgated by federal or state regulation. Failure to comply with such rules could result in substantial fines, penalties, or exclusion from the federal health care programs. Management of HHCS believes that the Obligated Group Members' physician arrangements are in material compliance with applicable laws and regulations, but no assurance can be given that regulatory authorities will not take a contrary position or that the Obligated Group Members will not be found to have violated applicable law. Additionally, future laws, regulations or policies may have a material adverse effect on the ability of the Obligated Group Members to recruit and retain physicians.

Medical Staff Disputes

The primary relationship between a hospital and physicians who practice in it is through the hospital's organized medical staff. Medical staff bylaws, rules and policies establish the criteria and procedures by which a physician may have his or her privileges or membership curtailed, denied or revoked. Physicians who are denied medical staff membership or certain clinical privileges, or who have membership or privileges curtailed, denied or revoked, often file legal actions against hospitals. Such action may include a wide variety of claims, some of which could result in substantial uninsured damages to a hospital. In addition, failure of the hospital governing body to adequately oversee the conduct of the medical staff may

result in hospital liability to third parties. All hospitals, including those owned and operated by the Obligated Group Members, are subject to such risk.

Employee Relationships/Retention

Hospitals are major employers, combining a complex mix of professional, quasi-professional, technical, clerical, housekeeping, maintenance, dietary and other types of workers in a single operation. As with all large employers, the Obligated Group bears a wide variety of risks in connection with its employees. These risks include strikes and other related work actions, contract disputes, discrimination claims, personal tort actions, work-related injuries, exposure to hazardous materials, interpersonal torts (such as between employees, between physicians or management and employees, or between employees and patients), and other risks that may flow from the relationships between employer and employee or between physicians, patients and employees. Many of these risks are not covered by insurance, and certain of them cannot be anticipated or prevented in advance. The Obligated Group Members are subject to all of the risks listed above, and such risks, alone or in combination, could have a material adverse consequences to the financial condition or operations of the Obligated Group Members.

Possible Staffing Shortages; Increased Costs for Labor

The health care industry occasionally experiences shortages of health care personnel, including nurses, respiratory therapists, radiation technicians, pharmacists and other trained health care technicians. Ever since the COVID-19 pandemic, such shortages has been a problem for the health care industry. Competition for physicians and other health care professionals, together with increased recruiting and retention costs, will increase hospital operating costs, possibly significantly and growth may be constrained. If this trend continues, it could have a material adverse effect on the financial conditions and results of operations of hospitals and other health care facilities. Nurses and other healthcare personnel exited the industry because of burn-out after the pandemic and increased hostilities toward those in the healthcare profession. A nursing shortage is currently affecting many geographic areas of the country. It is possible that the nursing shortage will grow and that other professional shortages will reappear in the future. These personnel shortages may result in increased costs and lost revenues from time to time due to the need to hire agency staffing personnel at higher rates, increased compensation levels to retain current personnel, and the inability to operate at capacity due to the staff shortage. Some states impose mandatory nurse-to-patient staffing ratios for certain health care facilities. Such regulation may exacerbate the effects of any existing nursing shortages in those states.

In addition to the nationwide shortage of workers, many staff nurses have stopped working entirely and many have become contract nurses. Contract labor, including contract nurses, is substantially more expensive and has led to escalating operating expenses for hospitals and health care organizations. Continued increases in the cost of labor may adversely affect the financial condition of the Obligated Group.

Labor Relations and Collective Bargaining

Hospitals are large employers with a wide breadth of employees. Increasingly, employees of hospitals are becoming unionized, and many hospitals have collective bargaining agreements with one or more labor organizations. Employees that are subject to collective bargaining agreements may include essential nursing and technical personnel, as well as food service, maintenance and other trade personnel. Renegotiation of such agreements upon expiration may result in significant cost increases to hospitals. Employee strikes or other adverse labor actions may have an adverse impact on operations, revenue and hospital reputation.

Class Actions

Hospitals, health systems and other health care providers have long been subject to a wide variety of litigation risks, including liability for care outcomes, employer liability, property and premises liability, and peer review litigation with physicians, among others. In recent years, consumer class action litigation has emerged as a potentially significant source of litigation liability for hospitals, health systems and other health care providers. These class action suits have most recently focused on hospital billing and collections practices and breaches of privacy, and they may be used for a variety of currently unanticipated causes of action. Since the subject matter of class action suits may involve uninsured risks, and since such actions often involve alleged large classes of plaintiffs, they may have material adverse consequences on hospitals and health systems in the future. See “– Wage and Hour Class Actions and Litigation” below.

Pension and Benefit Fund Liabilities

The Obligated Group Members may incur significant expenses to fund pension and benefit plans for employees and former employees and to fund required workers’ compensation benefits. Funding obligations in some cases may be erratic or unanticipated and may require significant commitments of available cash needed for other purposes. In addition, to the extent investment returns are lower than anticipated or losses on investments occur, the Obligated Group Members may also be required to make additional deposits in connection with pension fund liabilities.

Wage and Hour Class Actions and Litigation

Federal law and many states impose standards related to worker classification, eligibility and payment for overtime, liability for providing rest periods and similar requirements. Large employers with complex workforces, such as hospitals, are susceptible to actual and alleged violations of these standards. In recent years there has been a proliferation of lawsuits over these “wage and hour” issues, often in the form of large class actions. For large employers, such as the Obligated Group Members, such class actions can involve multi-million dollar claims, judgments and/or settlements. A major class action decided or settled adversely to an Obligated Group Member could have a material adverse effect.

Action by Consumers and Purchasers of Health Care Services

Major purchasers of health care services also could take action to restrain hospital or other provider charges or charge increases. As a result of increased public scrutiny, it is also possible that the pricing strategies of hospitals may be perceived negatively by consumers, and hospitals may be forced to reduce fees for their services. Decreased utilization could result, and health care revenues may be negatively impacted. In addition, consumers and groups on behalf of consumers are increasing pressure for hospitals and other health care providers to be transparent and provide information about cost and quality of services that may affect future consumer choices about where to receive health care services.

Audits, Exclusions, Fines, Withholds and Enforcement Actions

Health care providers participating in Medicare and Medicaid are subject to audits and retroactive audit adjustments by fiscal intermediaries under the Medicare and Medicaid programs. From an audit, a fiscal intermediary may conclude that services may not have been provided under the direct supervision of a physician (to the extent so required), that a patient should not have been characterized as an inpatient, that certain services provided prior to admission as an inpatient should not have been billed as outpatient services, or that certain required procedures or processes were not satisfied, or that certain costs were unreasonable, not allowable, not incurred or incorrectly classified. As a consequence, payments may be retroactively disallowed or recouped. Regulations also provide for withholding of payments in certain

circumstances, and such withholdings could have a substantial adverse effect on the financial condition of the health care provider, including the Obligated Group Members. Under certain circumstances, payments made may be determined to have been made as a consequence of improper claims subject to the federal and state statutes, subjecting the health care provider to civil or criminal sanctions. The Obligated Group Members, as health care providers, are subject to all such risks. See the information under the heading “REGULATION OF THE HEALTH CARE INDUSTRY.”

In response to COVID-19, the federal government passed the Coronavirus Aid, Relief, and Economic Security Act (“*CARES Act*”) in order to provide financial relief to hospitals and healthcare systems. The Act created the Public Health and Social Services Emergency Fund (the “Provider Relief Fund”) to reimburse eligible health care providers for health care related expenses or lost revenues attributable to coronavirus. All Provider Relief Fund recipients had to attest to the Provider Relief Fund “Terms and Conditions,” which among other things, required the submission and maintenance of documentation to substantiate that relief funds were used for increased healthcare related expenses or lost revenue attributable to coronavirus. Payments in excess of healthcare related expenses or lost revenue attributable to coronavirus must be repaid. The Department of Health and Human Services (“*DHHS*”) reserves the right to audit Provider Relief Fund recipients to ensure that this requirement is met and collect any Provider Relief Fund amounts that were made in error or exceed lost revenue or increased expenses due to COVID-19. Failure to comply with the Terms and Conditions may be grounds for recoupment or other penalties or sanctions. Violations may be pursued as false claims under the federal False Claims Act (“*FCA*”) and may occur as a result of an audit by DHHS or by the filing of a whistleblower complaint under the FCA.

Government Fraud Enforcement

Fraud in government funded health care programs is a significant concern of federal and state governmental agencies which regulate hospitals. The federal government and, to a lesser degree, state governments impose a wide variety of extraordinarily complex and technical requirements intended to prevent over-utilization or excess charges based on economic inducements, misallocation of expenses, overcharging and other forms of fraud in the Medicare and Medicaid programs as well as other state and federally-funded health care programs.

Nearly every aspect of hospital operation and health care delivery is regulated, in some cases by multiple agencies of government. Violations and alleged violations of these requirements may be deliberate, but also frequently occur in circumstances where management is unaware that the conduct in question is not in compliance with these requirements. Violations may occur and be prosecuted in circumstances that are highly technical in nature and do not have the traditional elements of fraud, and enforcement actions may extend to conduct that occurred in the past. The government periodically conducts widespread investigations covering categories of services or certain accounting or billing practices.

Violations and Sanctions

Federal or state governments or private “whistleblowers” often pursue aggressive investigative and enforcement actions. The government has a wide array of civil, criminal and monetary penalties which can be imposed for violations, including withholding essential hospital and other health care provider payments from the Medicare or Medicaid programs, or exclusion from those programs. Aggressive investigation and prosecutorial tactics, negative publicity, and threatened penalties of a catastrophic nature can be, and often are, used to force settlements, payment of fines, and impose prospective restrictions that may have a materially adverse impact on hospital and other health care provider operations, financial condition and

reputation. Multi-million dollar fines and settlements for alleged intentional misconduct, fraud or false claims are not uncommon in the health care industry.

These risks are generally uninsured. Government enforcement and private whistleblower suits may continue to increase in the hospital and health care sector. Many large hospital and other health care provider systems are likely to be adversely impacted by actions or claims of this kind. These risks are generally uninsured.

Information Systems

The ability to adequately price and bill health care services and to accurately report financial results depends on the operability of a health care provider's electronic medical record ("*EMR*") and other information technology ("*IT*") systems and the integrity of the data stored within such systems. EMR and IT systems require an ongoing commitment of significant resources to maintain, protect and enhance existing systems and develop new systems to keep pace with continuing changes in information processing technology, evolving systems and regulatory standards. There can be no assurance that efforts to upgrade and expand information systems capabilities, protect and enhance these systems, and develop new systems to keep pace with continuing changes in information processing technology will be successful or that additional systems issues will not arise in the future. From time to time, providers may need or choose to change or upgrade EMR systems. Such transfer can be costly and have the potential to disrupt operational issues and create regulatory issues such as data privacy issues, which in turn may have a material adverse effect on the Obligated Group's business or financial condition.

The reliance on EMR and IT imposes expectations on physicians and other workforce members to be adept in using and managing such systems. It also introduces risks related to patient safety, and to the privacy, accessibility and preservation of health information. Technology malfunctions or failure to understand and use IT systems properly could result in the dissemination of or reliance on inaccurate information, as well as in disputes with patients, physicians and other health care professionals. Healthcare IT systems may also be subject to different or higher standards or greater regulation than other information technology or the paper-based systems previously used by health care providers, which may increase the cost, complexity and risks of operations. All of these risks may have adverse consequences on hospitals and health care providers.

Future government regulation and adherence to technological advances could result in an increased need to implement new technology. Such implementation could be costly and is subject to cost overruns and delays in application, which could have a material adverse effect on the Obligated Group.

Cyber-Attacks

The Obligated Group relies on IT systems, including EMRs, to operate its facilities and process, transmit and store sensitive and confidential data, including the protected health information and personally identifiable information of its patients and employees, and proprietary and confidential business performance data. Although the Obligated Group routinely monitors and tests the security of its IT systems and processes and implements appropriate security measures, IT systems are often subject to computer viruses, cyber-attacks by hackers (such as malware or ransomware attacks), or breaches due to employee error or malfeasance. Cyber-attacks specifically targeted at health systems have been occurring more frequently, and in some recent cases, have resulted in the disruption or temporary cessation of facility operations.

Any breach or cyber-attack that limits a health facility's ability to access its IT systems or otherwise compromises patient data could result in the disruption or cessation of facility operations, patient safety

issues, the loss of patient records, the payment of significant ransoms, negative press, and/or the imposition of substantial fines or penalties for violation of HIPAA (defined below) or similar state privacy laws, any of which may adversely affect a health facility's business or financial condition. The aftermath from such attacks can be material, costing some health systems hundreds of millions of dollars in the aftermath. The Obligated Group's IT security measures may not be sufficient to prevent cyber-attacks in the future, and as cybersecurity threats continue to evolve, the Obligated Group may not be able to anticipate certain attack methods in order to implement effective protective measures, and may be required to expend significant additional resources to continue to modify and strengthen security measures, investigate and remediate any vulnerabilities, or invest in new technology designed to mitigate security risks.

Additionally, the Obligated Group's IT systems routinely interface with and rely on third-party systems that are also subject to the risks outlined above and may not have or use appropriate controls to protect confidential information. A breach or attack affecting a third-party service provider could harm the Obligated Group's business or financial condition. For example, Change Healthcare, a revenue and payment cycle management provider, experienced a large-scale ransomware attack that compromised collections on billions of dollars in payments. Furthermore, it is still unknown whether and the extent that patient records and personal information were jeopardized. Although the Obligated Group has insurance against some cyber risks and attacks, it may not be sufficient to offset the impact of a material loss event. See "REGULATION OF THE HEALTH CARE INDUSTRY" below.

Antitrust

Antitrust liability may arise in a wide variety of circumstances, including medical staff privilege disputes, contracting with commercial insurers, Managed Care Organizations, and other third-party payors, physician relations, joint ventures, merger, affiliation and acquisition activities and certain pricing or salary setting activities, as well as other areas of activity. The application of the federal and state antitrust laws to health care is still evolving, and enforcement activity by federal and state agencies appears to be increasing. The health care industry is experiencing increased pressure from the Federal Trade Commission ("*FTC*") after President Biden signed an executive order on July 9, 2021 aimed at encouraging economic competition. The executive order targeted health care as one of the sectors that is subject to increased FTC enforcement and scrutiny. A primary point of concern is consolidation among hospitals. The executive order called on the Attorney General and the chair of the FTC to review and consider revising the current horizontal and vertical merger guidelines. It reiterated that the FTC and Department of Justice ("*DOJ*") are allowed to challenge prior mergers that are already consummated. Additionally, the DOJ withdrew three joint policy statements in February 2023 that fall within the scope of FTC enforcement: The Antitrust Enforcement Policy Statements in the Health Care Area (1993), Statements of Antitrust Enforcement Policy in Health Care (1996), and the Statement of Antitrust Enforcement Policy Regarding Accountable Care Organizations Participating in the Medicare Shared Savings Program. The DOJ viewed these policies as overly permissive. The removal of these policy statements has lessened safe harbors available to healthcare actors. It has also led to increased uncertainty as to the current state of FTC rules and regulations. Any FTC enforcement could have a materially adverse effect on the financial condition or operations of the Obligated Group.

Violators of the antitrust laws may be subject to criminal and/or civil enforcement by federal and state agencies, as well as by private litigants in certain instances. At various times, an Obligated Group Member may be subject to an investigation or inquiry by a governmental agency charged with the enforcement of the antitrust laws, or may be subject to administrative or judicial action by a federal or state agency or a private party. Common areas of potential liability are joint action among providers with respect to third-party payor contracting and medical staff credentialing. With respect to third-party payor contracting, an Obligated Group Member may, from time to time, be involved in joint contracting activity with hospitals, physicians or other providers. The precise degree, if any, to which this or similar joint

contracting activities may expose the participants to antitrust risk is dependent on a myriad of factual matters. Physicians who are subject to adverse peer review proceedings may file federal antitrust actions against hospitals and seek treble damages. Health care providers, including the Obligated Group Members, regularly have disputes regarding credentialing and peer review, and therefore may be subject to liability in this area. In addition, health care providers occasionally indemnify medical staff members who are involved in such credentialing or peer review activities, and may, therefore, also be liable with respect to such indemnity.

Affiliations, Mergers, Acquisitions and Divestitures

The Members of the Obligated Group periodically evaluate and selectively pursue potential merger and affiliation candidates on a consistent basis as part of their overall strategic planning and development process. As a result, it is possible that the entities and assets that currently make up the Obligated Group may change from time to time. In addition to relationships with hospitals and physicians, the Obligated Group may pursue investments, ventures, affiliations, development and acquisitions of other health care related entities. These may include providers of home health care, long term care entities or operations, pharmaceutical providers and other health care enterprises that support the overall operations and mission of the Obligated Group. In addition, the Members of the Obligated Group may pursue transactions with third-party payors, third-party administrators and other health insurance related businesses. Because of the rapid integration occurring throughout the health care industry, the Obligated Group will consider such arrangements where there is a perceived strategic or operational benefit. All such initiatives may involve significant capital commitments and/or capital or operating risk. There can be no assurance that these projects, if pursued, will not have a material adverse effect on the Obligated Group's business or financial condition.

Additions to and Withdrawals from the Obligated Group

Upon satisfaction of certain conditions in the Amended and Restated Master Indenture, other entities may become Obligated Group Members and present Obligated Group Members may withdraw from the Obligated Group. If and when new Obligated Group Members are added or current Obligated Group Members withdraw, such changes to the Obligated Group membership could result in changes to the Obligated Group's financial situation and operations.

Replacement Master Indenture

Master Indenture Obligations issued under the Amended and Restated Master Indenture may be replaced by payment obligations issued under a Replacement Master Indenture upon delivery of such Replacement Master Indenture to the Master Trustee upon the terms and conditions provided in the Amended and Restated Master Indenture. The new obligated group may be different from the Obligated Group under the Amended and Restated Master Indenture, and the financial condition or results of operations of the new obligated group may be materially different. Further, the Replacement Amended and Restated Master Indenture may contain covenants and security that are different from the Master Indenture.

Environmental Laws and Regulations

Typical health care facility operations include the handling, use, storage, transportation, disposal and/or discharge of hazardous, infectious, toxic, radioactive, flammable and other hazardous materials, wastes, pollutants and contaminants. As such, healthcare facility operations are particularly susceptible to the practical, financial and legal risks associated with compliance with environmental and occupational health and safety laws and regulations. Environmental and occupational health and safety risks may result in (1) damage to individuals, property or the environment, (2) the interruption of operations and/or

increased costs, (3) legal liability, damages, injunctions, citations, or fines, and/or (4) investigations, administrative proceedings, civil litigation, criminal prosecution, penalties or other governmental agency actions. Such actions may not be covered by insurance. There is no assurance that the Obligated Group will not encounter such problems in the future and such problems may result in material adverse consequences to the Obligated Group's business or financial condition.

Increased Cost of Modern Technology

Technological advances and recent years have forced hospitals to acquire sophisticated and costly equipment and software to remain technologically current. Moreover, the growth of e-commerce may also result in a shift in the way that health care is delivered (i.e., from remote locations). For example, physicians are able to provide certain services over the internet and pharmaceuticals and other health services may be purchased online. If, due to financial constraints, the Obligated Group, were less able to acquire new equipment and software required to remain technologically current, the operations and financial condition of the Obligated Group could be materially adversely affected.

Medical discoveries and advancements, including the development of new drugs, devices or procedures, may add significantly to the Obligated Group's cost of providing services, requiring costly new technology with no or little offsetting increase in reimbursement. Moreover, medical advancements also may render obsolete certain health care services, thereby either increasing expense or reducing revenues. The ability of the Obligated Group to purchase and offer new medical technology, software and equipment may be subject to the availability of such items, specialists trained in such items, governmental approval, or the ability to finance such acquisitions or operations. The implementation of new medical technology cannot be predicted but may have a material adverse effect on the Obligated Group's business or financial condition.

Other Bondholders' Risks

In the future, the following factors, among others, may adversely affect the operations of health care providers, including the Obligated Group Members, or the market value of the Series 2024 Bonds, to an extent that cannot be determined at this time:

1. Scientific and technological advances, new procedures, drugs and appliances, preventive medicine, occupational health and safety and outpatient health care delivery may reduce utilization and revenues of the facilities. Technological advances in recent years have accelerated the trend toward the use by hospitals of sophisticated and costly equipment and services for diagnosis and treatment. The acquisition and operation of certain equipment or services may continue to be a significant factor in hospital utilization, but the ability of the Obligated Group Members to offer the equipment or services may be subject to the availability of equipment or specialists, governmental approval or the ability to finance these acquisitions or operations.
2. Reduced demand for the services of the Obligated Group Members that might result from decreases in population in their respective service areas.
3. Increased unemployment or other adverse economic conditions in the respective service areas of the Obligated Group Members which would increase the proportion of patients who are unable to pay fully for the cost of their care.

4. Any increase in the quantity of indigent care provided which is mandated by law or required due to increased needs of the community in order to maintain the charitable status of the Obligated Group Members.
5. Regulatory actions which might limit the ability of the Obligated Group to undertake capital improvements to their respective facilities or to develop new institutional health services.
6. The occurrence of a large-scale terrorist attack, outbreak or escalation of hostilities or other national or international calamity or crisis that increases the proportion of patients who are unable to pay fully for the cost of their care and that disrupts the operation of certain healthcare facilities by resulting in an abnormally high demand for healthcare services.
7. Instability in the stock market which may adversely affect both the principal value of, and income from, the Obligated Group's investment portfolio.
8. The adoption of legislation or implementation of regulations establishing a national or statewide single-payor health program or establishing national, statewide or otherwise regulated rates applicable to health care providers.
9. State or federal imposition of higher minimum or living wages.
10. The outcome of presidential or other political elections.
11. Climate change and the increased risk of damage to facilities due to weather events such as floods, tornadoes and hurricanes.
12. An inflationary economy.

REGULATION OF THE HEALTH CARE INDUSTRY

General Health Care Industry Factors

The Obligated Group, and the health care industry in general, are subject to regulation by a number of governmental agencies, including those which administer the Medicare and Medicaid programs, federal, state and local agencies responsible for administration of health planning programs and other federal, state and local governmental agencies. The health care industry is also affected by federal, state and local policies developed to regulate the manner in which health care is provided, administered and paid for nationally and locally. As a result, the health care industry is sensitive to legislative and regulatory changes in such programs and is affected by reductions and limitations in government spending for such programs as well as changing health care policies. The pressure to curb the rate of increase in federal spending in health care programs overall and on a per beneficiary basis is expected to increase as the U.S. population ages. Among other effects, this pressure may result in further reductions in payment rates for hospital services and increased utilization of managed care in the Medicare and Medicaid programs. In addition, Congress and other governmental agencies have focused on the provision of care to indigent and uninsured or underinsured patients, the prevention of "dumping" such patients on other hospitals in order to avoid provision of unreimbursed care and other issues. Adoption of additional regulations in these areas could have an adverse impact on the financial condition or operations of the Obligated Group Members. Furthermore, laws promulgated by Congress and state legislatures, which regulate the manner in which health care services are provided and billed for, are increasing. As a result, the costs of complying with

these laws and regulations are increasing. Some of the legislation and regulations affecting the health care industry are discussed in this section.

Federal and State Legislation; National Health Care Reform

General

A significant portion of the revenues of the Obligated Group is derived from Medicare, Medicaid and other third-party payors. For a breakdown of the sources of payment for services provided by the System, see APPENDIX A – “FINANCIAL INFORMATION FOR HHCS – Payor Mix” and “SELECT FINANCIAL INFORMATION FOR THE CLEVELAND ASSETS – Payor Mix.”

Medicare is the federally-funded government health insurance program for individuals over 65 regardless of income and individuals with permanent disabilities or with end-stage renal disease. Medicare is administered by CMS, through “*Medicare Administrative Contractors*.” Medicaid is the joint federal and state health insurance program that, together with the Children’s Health Insurance Program, provides health coverage to certain low-income individuals and children and individuals with disabilities. Medicaid benefits are available through a state’s Medicaid program, within prescribed limits, to persons meeting certain minimum income or other need requirements.

Significant changes have been and will likely continue to be made in these programs, which changes could have an adverse impact on the financial condition of the Obligated Group. In addition, legislation has in the past and may in the future be introduced in Congress which, if enacted, could adversely affect the operations of the Obligated Group by, for example, decreasing payment by Medicare and Medicaid and other third-party payors or limiting the ability of the physicians on the medical staff of the Obligated Group to provide services or increase services provided to patients.

The discussion herein describes risks associated with certain existing federal and state laws, regulations, rules, and governmental administrative policies and determinations to which the Obligated Group Members and the health care industry are subject. These are regularly subject to change. Additionally, because health care regulations are particularly complex, such regulations may be interpreted and enforced in a manner that is inconsistent with the Obligated Group’s interpretation. The Obligated Group’s business or financial condition could be harmed if a Member is alleged to have violated existing health care regulations or if a Member fails to comply with new or changed health care regulations. Furthermore, health care, as one of the largest industries in the United States, continues to attract much legislative interest and public attention. Further changes in the health care regulatory framework which increase the burdens on health care providers could have a material adverse effect on the Obligated Group’s business or financial condition.

Many of the health care laws and regulations discussed below were amended by, enacted by, or promulgated pursuant to the ACA (discussed below). There can be no assurances that any current health care laws and regulations, in addition to the ACA, will remain in their current form. Additionally, there can be no assurances that any potential changes to the laws and regulations governing health care would not have a material adverse financial or operational effect on the Obligated Group. Therefore, the following discussion should be read with the understanding that significant changes could occur in the foreseeable future in many of the statutory and regulatory matters discussed.

The Affordable Care Act

The ACA has significantly changed, and continues to change, how health care services are covered, delivered, and financed in the United States. The primary goal of the ACA – extending health coverage to

millions of uninsured legal U.S. residents – has taken place through a combination of private sector health insurance reforms and Medicaid program expansion (discussed below). Since its enactment, the ACA has faced a stream of opposition from Republican lawmakers calling for its repeal and/or replacement, along with a string of lawsuits challenging various aspects of the law. To date the ACA has survived three major Supreme Court challenges and no bills wholly repealing the ACA have passed both chambers of Congress. However, the Tax Cuts and Jobs Act effectively eliminated a key provision of the ACA – a tax penalty associated with failing to maintain health coverage (the “*Individual Mandate Tax Penalty*”) by reducing the penalty to zero dollars effective 2019. As of February 2024, ACA enrollment is at a high of 21 million people enrolled in insurance through the ACA marketplaces.

In addition to actual and possible legislative changes or legal challenges, executive branch actions and policies could impact on the viability of the ACA. For example, executive branch action has the potential to significantly impact the ACA insurance exchange market by causing a reduction in the number of healthy individuals in the exchanges, a reduction in the number of plans available on the exchanges, and/or an increase in insurance premiums. President Biden has taken, and is expected to continue to undertake, executive actions that will strengthen and build on the ACA and has reversed certain policies of the prior administration that are seen as undermining the ACA. President Biden issued an Executive Order on January 28, 2021 to reverse the impact of previous executive actions intended to weaken the ACA. Based on this Executive Order, DHHS opened HealthCare.gov for a “Special Enrollment Period,” from February 15, 2021-May 15, 2021, to provide Americans needing health care coverage during the pandemic the opportunity to sign up. The order also directed federal agencies to reconsider rules and other policies that limit American’s access to health care, and consider actions that will protect and strengthen that access.

On March 11, 2021, President Biden signed the American Rescue Plan into law. The American Rescue Plan extends eligibility for ACA health insurance subsidies to people buying their own health coverage on the health care exchange marketplace who have household income above 400% of the federal poverty level. The American Rescue Plan also increased the amount of financial assistance for people at lower incomes who were already eligible under the ACA. On September 17, 2021, CMS finalized the 2022 ACA rules. Some rules are direct reversals of the rule changes made by the Trump administration; others are new ideas designed to help more people access affordable health insurance. An extra month of open enrollment was finalized, as has a year-round open enrollment period for households earning up to 150% of the poverty level. CMS notes this special enrollment period will only remain in effect as long as the American Rescue Plan’s subsidy enhancements are available, which will expire at the end of 2025. In addition, DHHS has taken steps to streamline the process by which states obtain waivers of Medicaid coverage mandates. DHHS has also permitted the implementation of work and community engagement requirements as a condition of eligibility for Medicaid benefits. Still, the ACA will be subject to the policy decisions of future administrations.

Management cannot predict the likelihood of any future ACA repeal bills or other health care reform bills becoming law, or the subsequent effects of any such legislative actions, legal decisions, or current or future executive actions, though such effects could materially impact the Obligated Group’s business or financial condition. In particular, any legal, legislative or executive action that (1) reduces federal health care program spending, (2) increases the number of individuals without health insurance, (3) reduces the number of people seeking health care, or (4) otherwise significantly alters the health care delivery system or insurance markets could have a material adverse effect on the Obligated Group’s business or financial condition.

The majority of the ACA remains law. Certain key provisions of the law are briefly described below:

Private Health Insurance Coverage Expansion/Insurance Market Reforms

As originally drafted, the ACA's Individual Mandate Tax Penalty (discussed above) required most Americans to maintain "minimum essential" health insurance coverage or pay a yearly tax penalty to the federal government. Non-exempt uninsured individuals were expected to satisfy the mandate by purchasing insurance from a private company or through a "health insurance exchange." The health insurance exchanges are government-established organizations that provide competitive markets for buying health insurance by offering individuals and small employers a choice of different health plans, certifying plans that participate, and providing information to help consumers better understand their options. The Tax Cuts and Jobs Act effectively eliminated the Individual Mandate Tax Penalty by reducing the penalty to zero dollars effective 2019.

The effect of the health insurance exchange market on the reimbursement rates paid by health insurers, and accordingly on health care providers' business or financial condition, cannot be predicted. The health insurance exchanges may have a positive impact for health care facilities to the extent they increase the number of individuals with health insurance. Conversely, health insurance exchanges may have a negative financial impact on health care providers to the extent (1) insurance plans purchased on the exchanges reimburse providers at lower rates or (2) high-deductible plans offered on the exchanges become more prevalent and lead to lower inpatient volumes as patients choose to forgo medical treatment. As many participating insurance companies have sustained financial losses and either ceased offering plans on the health insurance exchanges or increased their premiums, it is unclear whether the exchanges will continue to be a viable mechanism for the provision of health insurance.

The ACA also includes an "employer mandate." The "employer mandate" provisions require the imposition of penalties on employers having 50 or more employees that do not offer qualifying health insurance coverage to those working 30 or more hours per week. The ACA also established a number of other health insurance market reforms, including bans on lifetime limits and pre-existing condition exclusions, new benefit mandates, and increased dependent coverage (until the age of 26).

Management cannot predict the future of the health insurance markets or the effects of current and future health reform efforts on such markets, though such effects may materially affect the Obligated Group's business or financial condition.

Medicaid Expansion

Another key provision of the ACA is the expansion of Medicaid coverage. Prior to the passage of the ACA, the Medicaid program offered federal funding to states to assist limited categories of low-income individuals (including children, pregnant women, the blind and the disabled) in obtaining medical care. The ACA permits states to expand Medicaid program eligibility to virtually all individuals under 65-years old with incomes up to 138% of the federal poverty level, and provides enhanced federal funding to states that opt to expand. There is no deadline for a state to undertake expansion and qualify for the enhanced federal funding available under the ACA. For states that choose not to participate in the federally funded Medicaid expansion, the net positive effect of ACA reforms has been significantly reduced. Only ten states have not adopted Medicaid expansion: Alabama, Florida, Georgia, Kansas, Mississippi, South Carolina, Tennessee, Texas, Wisconsin and Wyoming.

Spending Reductions

The ACA contains a number of provisions designed to significantly reduce Medicare and Medicaid program spending, including: (1) negative adjustments to the "market basket" updates for Medicare's inpatient, outpatient, long-term acute and inpatient rehabilitation prospective payment systems, and (2)

reductions to Medicare and Medicaid disproportionate share hospital (“DSH”) payments. Any reductions to reimbursement under the Medicare and Medicaid programs could have a material adverse effect on the Obligated Group’s business or financial condition to the extent such reductions are not offset by increased revenues from providing care to previously uninsured individuals.

Quality Improvement and Clinical Integration Initiatives

The ACA mandated the creation of a number of payment reform measures designed to incentivize or penalize hospitals based on quality, efficiency and clinical integration measures and authorizes the Center for Medicare & Medicaid Innovation within CMS to develop and test new payment methodologies designed to improve quality of care and lower costs. Current programs include (1) the “*Readmission Reduction Program*,” which reduces Medicare payments by specified percentages to hospitals with excess or preventable hospital admissions based on historical discharge data, (2) the “*Hospital Value-Based Purchasing Program*,” which imposes an across-the-board reduction in inpatient reimbursement and then reallocates and redistributes those funds to hospitals based upon quality and patient experience measures, and (3) the “*Hospital-Acquired Condition Reduction Program*,” which negatively adjusts payments to applicable hospitals that rank in the worst-performing quartile for risk-adjusted hospital-acquired condition measures. Management of HHCS is not currently aware of any situation in which an ACA quality, efficiency, or clinical integration program is materially adversely affecting the business or financial condition of the Obligated Group. However, the Obligated Group’s business or financial condition may be adversely affected by such programs in the future.

Fraud and Abuse Enforcement Enhancements

In an attempt to reduce unnecessary health care spending, the ACA includes a number of provisions aimed at combating fraud and abuse within the Medicare and Medicaid programs. Such provisions provide increased federal funding to fight health care fraud and abuse, provide government agencies with additional enforcement tools and investigation flexibility, facilitate cooperation between agencies by establishing mechanisms for information sharing, and enhance criminal and administrative penalties for non-compliance with the federal fraud and abuse laws (e.g., the Anti-Kickback Statute, the Stark Law and False Claims Act, each as defined and discussed below). Management of HHCS is not currently aware of any pending recovery audit which, if determined adversely to the Obligated Group, would materially adversely affect the business or financial condition of the Obligated Group.

Full Impact of ACA Difficult to Predict

To the extent the ACA remains law, it is difficult to predict the full impact of the ACA on the Obligated Group’s future revenues and operations at this time due to uncertainty regarding a number of material factors, including: (1) the number of uninsured individuals to ultimately obtain and retain insurance coverage as a result of the ACA, (2) the percentage of any newly insured patients covered by Medicaid versus a commercial plan, (3) the pace at which insurance coverage expands, (4) future changes in the reimbursement rates and methods, (5) the percentage of individuals in the exchanges who select the high-deductible plans, (6) the extent to which the enhanced program integrity and fraud and abuse provisions lead to a greater number of civil or criminal actions, (7) the extent to which the ACA tightens health insurers’ profits, causing the plans to reduce reimbursement rates, (8) the extent of lost revenues, if any, resulting from ACA quality initiatives, and (9) the success of any clinical integration efforts or programs in which the Obligated Group participates.

Georgia Healthcare Reform

The State of Georgia has not taken action to implement the ACA and has not established a state-based insurance exchange. The Georgia General Assembly has prohibited the State from establishing, operating or purchasing insurance from a health benefit exchange, and prohibited the Medicaid Division of the Georgia Department of Community Health (“DCH”) from establishing, facilitating, implementing or participating in the expansion of Medicaid, establishing a procedure by which grants and grant programs established by the ACA may be authorized in the general appropriations bill through the budget process, and establishing criteria for and require registration of a health care insurance navigator. For states, such as Georgia, that have chosen not to fully expand Medicaid under the ACA, the net positive effect of ACA reforms has been significantly reduced.

Tennessee Health Care Reform

In the past decade, legislators in various states have introduced proposals to reform their respective state’s health care delivery system, including proposals to create a statewide single-payer system. Such legislation on regulation, if enacted in Tennessee, could have a material adverse effect on the Obligated Group and its operations, although no such proposal is currently active in the State of Tennessee. Tennessee has enacted significant Medicaid reform and revised its CON laws. See Medicaid – Medicaid/TennCare” and “Certificate of Need Laws” below.

Medicare Reimbursement

General

The Obligated Group Members are highly dependent on Medicare reimbursement. Because of this dependence, additional Medicare payment reductions affecting the Medicare program may have a material adverse effect on the Obligated Group’s business or financial condition. A substantial portion of the Medicare revenues of the Obligated Group is derived from payments made for services rendered to Medicare beneficiaries under a prospective payment system (“PPS”). Under a prospective payment system, the amount paid to the provider for an episode of care is established by federal regulation and is not related to the provider’s charges or costs of providing that care. Presently, inpatient and outpatient services, skilled nursing care, and home health care are paid on the basis of a PPS. Under inpatient PPS (“IPPS”), fixed payment amounts per inpatient discharge are established based on the patient’s assigned diagnosis related group (“DRG”). The capital component of care is paid on a fully prospective basis. PPS-exempt hospitals and units are currently reimbursed for their reasonable costs, subject to a cost per discharge target. These limits are updated annually by an index generally based upon inflationary increases in costs of providing health care services.

From time to time, the factors used in calculating the prospective payments for units of service are modified by CMS, which may reduce revenues for particular services. In addition, as part of the federal budgetary process, Congress has regularly amended the Medicare law to reduce increases in payments that are otherwise scheduled to occur, or to provide for reductions in payments for particular services. These actions could adversely affect the revenues of the Obligated Group.

Under the ACA, additional payments may be made to individual providers. Hospitals that treat a disproportionately large number of low-income patients (Medicaid and Medicare patients eligible to receive supplemental Social Security income) currently receive additional payments in the form of DSH payments. Additional payments are made to hospitals that treat patients who are costlier to treat than the average patient; these additional payments are referred to as “outlier payments.” Also, hospitals are paid for a portion of their direct and indirect medical education costs. These additional payments are also subject to

reductions and modifications in otherwise scheduled increases as a result of amendments to relevant statutory provisions. The Obligated Group has qualified for DSH payments in the past, but there can be no assurance that it will qualify for DSH status in the future.

Current or new legislation that reduces Medicare payments could adversely affect the Obligated Group. There is no assurance that the Obligated Group will be paid amounts that will reflect adequately its costs incurred in providing inpatient hospital services to Medicare beneficiaries, as well as any changes in the cost of providing health care or in the cost of health care technology being made available to Medicare beneficiaries. The ultimate effect on the Obligated Group will depend on its ability to control costs involved in providing inpatient hospital services.

Site-Neutral Reimbursement

Medicare services performed at off-campus hospital outpatient departments (“HOPDs”) have traditionally been reimbursed under the Medicare Hospital Outpatient Prospective Payment System (“OPPS”), while services performed in freestanding clinics (e.g. free standing ambulatory surgery centers or physician offices) have been reimbursed at the lower Medicare Physician Fee Schedule rate. In 2017, Congress mandated a “site-neutral” reimbursement policy to reduce payment discrepancies for identical services performed at HOPDs opened or acquired after November 2, 2015 and other facilities. Pursuant to the 2019 OPPS final rule, CMS implemented a policy expanding the site neutral payment policy to “grandfathered” HOPDs (HOPDs opened or acquired before November 2, 2015) as well. Although the American Hospital Association and others have challenged the expansion of the site-neutral payment policy a federal appellate court has ruled that CMS may apply the site-neutral payment policy to the grandfathered HOPDs and the U.S. Supreme Court declined to hear an appeal of that rule. Implementation of a site-neutral payment policy for grandfathered HOPDs is likely to have a significant financial impact on hospitals in the form of reduced OPPS payments.

Hospital Inpatient Reimbursement

Hospitals are generally paid for inpatient services provided to Medicare beneficiaries through an IPPS based on established categories of DRGs. DRGs are a system of classifying inpatient hospital services based on a person’s medical diagnosis, any secondary diagnoses, surgical procedures, age, sex and presence of any complications. Payments are made to hospitals based on the DRG assignment for each patient’s diagnosis. Hospital reimbursement will be set at specific rates established by Medicare for that particular patient’s DRG, regardless of the actual costs incurred by the hospital for such treatment. CMS established a new DRG classification system in its 2008 IPPS Final Rule, which categorizes base DRGs by severity and weight. The actual cost of care, including capital costs, may be more or less than the DRG rate. DRG rates are subject to adjustment by CMS and are subject to federal budget considerations. There is no guarantee that DRG rates, as they change from time to time, will cover actual costs of providing services to Medicare patients. In recent years, CMS has implemented a number of initiatives that may adversely affect Medicare payments to hospitals, including reduced payment for certain cases in which a beneficiary acquires a complication or condition while in the hospital; an overall reduction in payment to fund bonus payments to some hospitals that satisfy CMS’s “value based purchasing” requirements; and reduced payments to hospitals with readmission rates for patients with specified diagnoses that exceed the anticipated readmission rate.

Hospital Outpatient Reimbursement

Hospitals generally are paid for outpatient services provided to Medicare beneficiaries based on established categories of treatments or conditions known as ambulatory payment classifications (“APC”). The actual cost of care, including capital costs, may be more or less than the reimbursements based on

APCs. There is no guarantee that hospital outpatient reimbursement will cover actual costs of providing services to Medicare patients.

Reimbursement of Hospital Capital Costs

Hospitals are reimbursed on a prospective basis for capital costs (including depreciation and interest) relate to the provision of inpatient services to Medicare beneficiaries. There can be no assurances that future capital-related payments will be sufficient to cover the actual capital-related costs of hospitals allocable to Medicare patient stays or to provide adequate flexibility in meeting the future capital needs of hospitals.

Section 340B Drug Pricing Program

Entities that participate in the prescription drug discount program established under Section 340B of the federal Public Health Service Act (the “340B Program”) are able to purchase certain outpatient drugs for patients at a reduced cost. Congressional and administrative efforts have been made in the past, seeking to reduce drug discounts, tighten 340B Program eligibility requirements and reduce the scope of the program. Such efforts include a large cut on 340B Program discounts in 2018 that were then challenged in federal court by the American Hospital Association. The Supreme Court ruled in the American Hospital Association’s favor. However, future legal, legislative or administrative changes to the 340B Program which result in a loss of 340B Program eligibility, or further decreases in 340B Program drug discounts, could have a material adverse effect on the Obligated Group. In addition, the rules and regulations applicable to participation in the 340B Program are technical, complex, numerous and may not fully be understood or implemented by billing or reporting personnel. Failure to comply with the 340B Program requirements or rules could result in exclusion from the 340B Program thus significantly increasing costs for drugs as well as creating a repayment obligation, which in either case could have a material adverse effect on the operations or financial condition of the Obligated Group.

Medical Education Payments

Medicare currently pays for a portion of the costs of medical education at hospitals that have teaching programs. These payments are vulnerable to reduction or elimination. The direct and indirect medical education reimbursement programs have repeatedly emerged as targets in the legislative efforts to reduce the federal budget deficit. There can be no assurance that medical education payments will remain at current levels.

Value-Based Payments

The ACA has increased the use of value-based payments to incentivize providers to control costs and provide better quality care. These models can seek both vertical and longitudinal alignment of health care providers and payors and can require providers to share in upside and/or downside financial risk. Current models include bundled payment models and accountable care/population health models. Bundled payment models establish a budgeted payment to cover the entire cost of an episode of care (e.g., a hip or knee replacement). Population health models incentivize providers to maintain or improve quality while reducing cost through shared savings or shared loss arrangements. Population health models usually involve a form of capitated payment, which is a per patient payment for the cost of care over a set period of time.

CMS has encouraged the use of alternative payment models and it is generally anticipated that CMS will continue to experiment with additional alternative payment models. Additionally, private payors are moving toward value-based purchasing and alternative payment models. Value-based and other

alternative payment model initiatives tying health care provider reimbursement to quality, efficiency, or patient outcome measures will increasingly affect health care provider operations and may negatively impact revenues if the provider is unable to meet targeted measures.

Physician Payments

Payment for physician fees is covered under Medicare Part B. Under Part B, physician services are reimbursed in an amount equal to the lesser of actual charges or the amount determined under a fee schedule known as the “resource-based relative value scale” (“*RBRVS*”). RBRVS sets a relative value for each physician service; that value is then multiplied by a geographic adjustment factor and a nationally-uniform conversion factor to determine the amount Medicare will pay for each service.

In April 2015, the Medicare Access and Chip Reauthorization Act of 2015 (“*MACRA*”) established the Quality Payment Program (“*QPP*”), which repealed the sustainable growth rate methodology for updates to the Medicare Physician Fee Schedule (“*PFS*”), changed the way that Medicare rewards clinicians for services, streamlined existing quality and value programs, and provided for bonus payments to physicians and other clinicians for participating in certain payment models. The QPP provides incentive payments to eligible clinicians participating in Medicare Part B through two tracks: the Merit-based Incentive Payment System (“*MIPS*”) and Advanced Alternative Payment Models (“*Advanced APMs*”). CMS makes numerous payment policy changes for physician professional services year to year. Some of those changes may have an adverse effect on Members of the Obligated Group.

MIPS, which is the “default track” under MACRA, provides eligible clinicians with an adjustment to their Medicare Part B reimbursement based on performance in four categories: Quality, Promoting Interoperability, Improvement Activities, and Cost. MIPS combines into a single program aspects of CMS’s prior quality and value programs, including the Physician Quality Reporting System, Medicare Electronic Health Records Incentive Program, and the Physician Value-Based Payment Modifier. MIPS eligible clinicians include physicians, physician assistants, nurse practitioners, clinical nurse specialists and certified registered nurse anesthetists.

Advanced APMs are alternative payment models (“*APMs*”) that use certified electronic health record technology, provide for payment for covered professional services based on quality measures comparable to those in the quality performance category under MIPS, and either require that participating APM entities bear risk for financial losses of more than a nominal amount under the APM or be a type of Medical Home Model. Eligible clinicians who meet threshold Medicare participation levels in their Advanced APMs may be entitled to incentive payments.

The QPP and other federal delivery reform initiatives evidence a rapid volume-value shift within Medicare and could present challenges for the Obligated Group and the employed or contracted clinicians with whom the Obligated Group Members partner to deliver care. The new quality reporting programs may negatively impact the reimbursement amounts received by the Obligated Group for the cost of providing physician services.

Current or new legislation that reduces Medicare payments could adversely affect the Obligated Group. There is no assurance that the Obligated Group will be paid amounts that will reflect adequately its costs incurred in providing inpatient hospital services to Medicare beneficiaries, as well as any changes in the cost of providing health care or in the cost of health care technology being made available to Medicare beneficiaries. The ultimate effect on the Obligated Group will depend on its ability to control costs involved in providing inpatient hospital services.

Medicare Trust Funds

Two trust funds are maintained as part of the Medicare Program. Hospital Insurance (“HI”) or Medicare Part A, helps to pay for hospital, home health, skilled nursing facility, and hospice care for the aged and disabled and is financed primarily by payroll taxes paid by workers and employers. The Medicare Board of Trustees’ 2023 annual report indicated that the HI Trust Fund is not financed adequately and is projected to be exhausted in 2031. The other trust fund and various other components of the Medicare Program also have significant funding challenges. The trustees recommended that Congress and the executive branch work together with a sense of urgency to address the depletion of the HI Trust Fund and the projected growth in hospital and other expenditures. Accordingly, it is likely that statutory and regulatory attempts to contain increases in Medicare costs will continue in the future.

The Medicaid Program

Medicaid is a program for medical assistance, funded jointly by the federal government and the states, for certain needy individuals and their dependents. Under Medicaid, the federal government provides limited funding to states that have medical assistance programs that meet federal standards. Pursuant to these broad federal guidelines, each state establishes its own eligibility standards; determines the type, amount, duration and scope of services; sets the payment rates for services; and administers its own programs. Payments made to health care providers under the Medicaid program are subject to change as a result of federal or state legislative and administrative actions, including changes in the methods for calculating payments, the amount of payments that will be made for covered services and the types of services that will be covered under the program. Such changes have occurred in the past and may be expected to occur in the future, particularly in response to federal and state budgetary constraints. Any future reduction in the level of Medicaid spending by the federal government is likely to have an adverse impact on the revenues of the Obligated Group Members derived from the Medicaid program.

The ACA made changes to Medicaid funding and substantially increased the potential number of Medicaid beneficiaries. While management of HHCS cannot predict the effect of any changes to the state-specific Medicaid programs on the operations, results from operations or financial condition of the Obligated Group Members, historically Medicaid has reimbursed at rates below the cost of care. Therefore, increases in the overall proportion of Medicaid patients pose a risk. It is uncertain to what extent this risk may be mitigated if the increased Medicaid utilization population replaces previously uncompensated patients.

Medicaid Reimbursement

The Obligated Group Members are highly dependent on Medicaid reimbursement. Because of this dependence, additional Medicaid payment reductions affecting the Medicaid program may have a material adverse effect on the Obligated Group’s business or financial condition. Payments made to health care providers under the Medicaid program are subject to changes as a result of federal or state legislative and administrative actions, including further changes in the methods for calculating payments, the amount of payments that will be made for covered services and the types of services that will be covered under the program. Such changes have occurred in the past and may continue to occur in the future, particularly in response to federal and state budgetary constraints coupled with increased costs for covered services.

Hospitals participating in the Medicaid program are subject to numerous requirements and regulations under the program. Failure to remain in compliance with any program requirements may subject the Medicaid provider to civil and/or criminal penalties, including fines and suspension or expulsion from the program, preventing the provider from receiving any funds under the Medicaid program.

Noncompliance with Medicaid requirements, and suspension or exclusion from the Medicaid program, can also be a basis for mandatory or permissive suspension or exclusion from the Medicare program.

Significant changes have been and may be made in the Medicaid program which could have a material adverse effect on the financial condition of the Obligated Group. For example, under Medicaid, the federal government provides limited funding to states that have medical assistance programs that meet federal standards, and the ACA provides significantly enhanced federal funding for states to expand their Medicaid program to virtually all non-elderly, non-disabled adults with incomes up to 138% of the federal poverty level. Attempts to balance or reduce the federal and state budgets by decreasing funding of Medicaid may negatively impact spending for Medicaid and other state health care programs spending. Health care providers have been affected significantly in the last several years by changes to federal and state health care laws and regulations, particularly those pertaining to Medicaid. The purpose of much of this statutory and regulatory activity has been to contain the rate of increase in health care costs, particularly costs paid under the Medicaid program. Diverse and complex mechanisms to limit the amount of money paid to health care providers under the Medicaid program have been enacted, and may have a material adverse effect on the operations or financial condition of the Obligated Group.

State Medicaid Programs

While state Medicaid programs are rarely as important as the Medicare program to the operations, financial condition and financial performance of hospitals and other health care providers, state Medicaid programs nevertheless constitute an important payor source for many hospitals and other health care providers. These programs often pay hospitals and other health care providers at levels that are substantially below the actual cost of the care provided. Medicaid is jointly funded by states and the federal government, and adverse economic conditions that reduce state revenues or changes to the federal government's methodology for funding state Medicaid programs may result in lower funding levels and/or payment delays. This could have a material adverse effect on the financial condition and operations of hospitals and other health care providers, including the Obligated Group. As COVID-19 relief measures lifted, states were able to restart their Medicaid redetermination process for individuals enrolled in Medicaid. In the past year, about 20 million people have been disenrolled from Medicaid. This number is expected to increase. From this number, nearly a quarter of those disenrolled say they are now uninsured. An increase in uninsured individuals can lead to reimbursement and payment issues for hospitals and health systems that provide care to the uninsured.

Georgia Medicaid

The Medicaid Division of DCH administers Georgia Medicaid and other related programs such as PeachCare for Kids. From time to time, DCH or the Georgia legislature may change policies relating to Medicaid eligibility, services, and reimbursement. Any reductions in eligibility, covered services, or reimbursement rates could have a material adverse effect on the operations or financial condition of the Obligated Group.

In Georgia, funding for the State portion of the program comes from various State government sources. Portions of these funds are matched by the federal government. This means that Medicaid funding is, to a certain extent, dependent on annual appropriations from the Georgia General Assembly. CMS is currently reviewing the funding mechanisms utilized by the states in meeting their match obligations. Whether CMS will change its bases for determining what state funds are eligible for match and the willingness of the State to adapt to any required changes is unknown, but such changes could have a material adverse effect on the Obligated Group. In addition, funding for the Medicaid program overall comes in part from the general fund revenue allocated by the Georgia General Assembly. State budget pressure could result in reduced Medicaid funding generally in Georgia for hospitals. Georgia has implemented a hospital

provider fee of 1.40% of trauma hospital net revenues to fund its Medicaid program in part. On April 25, 2019, Governor Kemp signed legislation extending the hospital provider fee through June 30, 2025.

In 2019, the Georgia General Assembly adopted legislation authorizing the Department of Community Health to submit to CMS a Section 1115 waiver request. The same legislation also authorized the Governor to submit one or more applications for Section 1332 innovation waivers with respect to health insurance coverage or health insurance products. On October 15, 2020, CMS approved the 1115 waiver for Georgia Pathways to Coverage which extends Medicaid coverage to 100 percent of the federal poverty level for parents and childless adults with initial and continued enrollment conditioned on compliance with work and premium requirements and other eligibility and benefit restrictions at the regular state match rate. Although coverage under this eligibility extension was set to begin on July 1, 2021, the State announced a delay in waiver implementation until at least the end of calendar year 2021, following the Biden Administration's steps to withdraw waivers with work requirement provisions. On December 23, 2021, CMS withdrew its approval of the 1115 waiver, but a federal court later overturned the withdrawal. The Biden Administration did not appeal the federal court decision, and Georgia has imposed work and community engagement requirements under a Medicaid demonstration program that launched July 1, 2023. The Georgia Department of Community Health has projected up to 100,000 people could eventually benefit from Georgia Pathways to Coverage. Management of HHCS cannot predict whether the Pathways to Coverage program will have a negative financial impact on the Obligated Group.

Tennessee Medicaid

Tennessee has not expanded its Medicaid programs and has so far declined the additional federal funding tied to such expansion. Tennessee might change its position and make a decision to expand its Medicaid program; however, it is not possible at this time to know whether or not this will occur or if it does, the effect it would have on Tennessee.

The Obligated Group is a participating provider in the State of Tennessee managed Medicaid program ("*TennCare*"), a state-administered health insurance program for certain low-income individuals. Medicaid is jointly funded by the federal and state governments. Medicaid is designed to pay providers for care given to the medically indigent and others who receive federal aid. Medicaid is funded by federal and state appropriations and administered by the various states. Pursuant to broad federal guidelines, each state establishes its own eligibility standards; determines the type, amount, duration, and scope of services; sets the payment rates for services; and administers its own programs.

Since Tennessee has not adopted ACA Medicaid expansion, TennCare excludes childless adults from coverage. Without Medicaid expansion, these low-income adults may forgo purchasing insurance resulting in providers incurring costs associated with their uncompensated care. TennCare operates pursuant to a longstanding Section 1115 State Medicaid Waiver (defined below).

As discussed above, Tennessee has previously entered into, and may in the future enter into, one or more "State Medicaid Waivers" with the federal government. A State Medicaid Waiver is a request that the federal government waive certain Medicaid program requirements so that the state can test new ways to deliver or pay for care in its Medicaid program. Tennessee's Medicaid is currently operating under a Section 1115 demonstration project called "TennCare III." The approval of TennCare III subsumed the prior demonstration project, TennCare II, and Tennessee now has a longer approval period to test its financing approach. The current approval is effective through December 31, 2030. TennCare III includes many of the same initiatives as TennCare II, however TennCare III dropped authority payments for graduate medical education and the waiver of retroactive eligibility for pregnant women and children.

In addition, Tennessee previously submitted State Medicaid Waiver work requirement proposals. While Tennessee's Medicaid work requirement waiver was not implemented, CMS has granted, and may grant in the future, additional Section 1115 demonstration waivers providing for work and community engagement requirements as a condition of eligibility for certain Medicaid-eligible individuals. It is anticipated this will lead to reductions in coverage, and likely increases in uncompensated care, in states where these demonstration waivers are granted.

Many states, including Georgia and Tennessee, could in the future face severe financial challenges, including erosion of general fund tax revenues, which factors have resulted in a shortfall between revenue and spending demands. Such financial challenges may negatively affect hospitals in many ways, including, but not limited to, a greater number of individuals who qualify for Medicaid, further reductions in Medicaid reimbursement rates and further changes in Medicaid enrollment eligibility.

Cover Tennessee

In June 2006, Tennessee signed into law legislation that extends health insurance coverage to small businesses and uninsured working Tennesseans. The Cover Tennessee Act extends health coverage to uninsured children, chronically ill adults, and creates a low-cost insurance program for uninsured working Tennesseans. It relies on partnerships between the state, employers and the individual. The primary programs currently consist of CoverKids and CoverRx.

CoverKids brings the State Comprehensive Health Insurance Plan to Tennessee. This program is funded with a three to one federal match for every state dollar invested. Children under 19 years of age on the date of application and pregnant women in families earning less than 250 percent of the federal poverty level are covered by this plan. There are low copays for sick visits and medications. Preventative care, including immunizations, is covered at no out of pocket costs.

CoverRx provides pharmacy assistance to those who do not have prescription drug coverage, including access to over 200 generic medications. Co-pays are low and income-based. Medications range from low-cost insulin and diabetic supplies to selected behavioral health drugs. This program has been limited to only those individuals who are at or below 138 percent of the federal poverty level.

Children's Health Insurance Program

The Children's Health Insurance Program ("CHIP") is a federally funded insurance program for families that are financially ineligible for Medicaid, but cannot afford commercial health insurance. CMS administers CHIP, but each state creates its own program based upon minimum federal guidelines. CHIP insurance is provided through private health plans contracting with the state. Each state must periodically submit its CHIP plan to CMS for review to determine if it meets the federal requirements. If it does not meet the federal requirements, a state can lose its federal funding for the program.

From time to time, Congress and/or the President may seek to expand, reduce or fail to authorize CHIP. The ACA authorized an extension of the CHIP program through September 30, 2015. MACRA extended the CHIP program through September 30, 2017. Former President Trump signed a six-year reauthorization of CHIP into law on January 22, 2018. On February 9, 2018, Congress voted to extend CHIP for an additional four years, effectively extending CHIP through 2027.

Disproportionate Share Payments

The federal Medicare and state Medicaid laws permit states to include a "disproportionate share" adjustment in payments to hospitals in order to compensate those hospitals that serve a disproportionate

share of indigent patients with a supplemental payment (collectively this program is referred to as “DSH”). The Obligated Group is currently qualified for disproportionate share payments through Medicaid. There can be no assurance that the Obligated group will continue to qualify for disproportionate share status in the future or continue to receive distributions at current levels. There also can be no assurance that disproportionate share payments will not be further decreased or eliminated in the future.

Medicare/Medicaid Conditions of Participation

Certain health care facilities must comply with standards called “*Conditions of Participation*” in order to be eligible for Medicare and Medicaid reimbursement. Under the Medicare rules, hospitals accredited by an approving accrediting body, such as The Joint Commission, are deemed to meet most of the Conditions of Participation. However, CMS may request that the state agency responsible for licensing hospitals, on behalf of CMS, conduct a “sample validation survey” of a hospital to determine whether it is complying with the Medicare or Medicaid Conditions of Participation. The Conditions of Participation may change. Failure to maintain The Joint Commission accreditation or to otherwise comply with the Conditions of Participation could have a material adverse effect on the financial condition of the Obligated Group, including but not limited to termination of the Obligated Group members from the Medicare and Medicaid programs.

Audits, Fines, Withholds and Enforcement Actions

The DOJ, the Federal Bureau of Investigation and the DHHS Office of the Inspector General (“OIG”) have been conducting investigations and audits of the billing practices of many health care providers. The Obligated Group Members may be required to undergo such audits by one or more of these agencies and may be required to make payments to resolve any such audits. It is possible that any such payments may be substantial and could have a material adverse effect on the results of operations or financial condition of the Obligated Group.

In addition, HIPAA (defined and described below) also added provisions that outlaw certain types of manipulative Medicare billing practices. These include improperly coding (for billing purposes) services rendered in order to claim a higher level of reimbursement and billing for the provision of services or items that were not medically necessary. HIPAA also created two new crimes that are based on the traditional crimes of fraud and theft but are applied specifically to health benefit programs. This law increases the legal risk of provider billing and increases the risk that a Medicare provider will be the subject of a fraud investigation.

The federal Medicaid Integrity Program was the first federal program established to combat fraud and abuse in the state Medicaid programs. Congress determined a federal program was necessary due to the substantial variations in state Medicaid enforcement efforts. The Medicaid Integrity Program’s enforcement efforts support existing state Medicaid Fraud Control Units.

Medicare and Medicaid audits may result in reduced reimbursement or repayment obligations related to past alleged overpayments and may also delay Medicare or Medicaid payments to providers pending resolution of the appeals process. The ACA explicitly gives DHHS the authority to suspend Medicare and Medicaid payments to a provider or supplier during a pending investigation of fraud. The ACA also amended certain provisions of the FCA (as defined below) to include retention of overpayments as a false claim.

CMS has implemented a Recovery Audit Contractor (“RAC”) program on a nationwide basis pursuant to which CMS contracts with private contractors to conduct pre- and post-payment reviews to detect and correct improper payments in the fee-for-service Medicare program. The ACA expands the

RAC program's scope to include managed Medicare plans and Medicaid claims. CMS also employs Medicaid Integrity Contractors to perform post-payment audits of Medicaid claims and identify overpayments. These programs tend to result in retroactively reduced payment and higher administration costs to hospitals.

Exclusions from Medicare or Medicaid Participation

The government must exclude from Medicare/Medicaid program participation a health care provider that is convicted of a criminal offense relating to the delivery of any item or service reimbursed under Medicare or a state health care program, any criminal offense relating to patient neglect or abuse in connection with the delivery of health care, fraud against any federal, state or locally financed health care program or an offense relating to the illegal manufacture, distribution, prescription or dispensing of a controlled substance. The government also may exclude individuals or entities under certain other circumstances, such as an unrelated conviction of fraud or other financial misconduct relating either to the delivery of health care in general or to participation in a federal, state or local government program. Exclusion from the Medicare/Medicaid program means that a health care provider would be decertified and no program payments can be made. Any exclusion of an Obligated Group Member could have a materially adverse effect on the financial condition or operations of the Obligated Group Members.

Review of Outlier Payments

CMS is reviewing health care providers that are receiving large proportions of their Medicare revenues from outlier payments. Health care providers found to have obtained inappropriately high outlier payments will be subject to further investigation by the CMS Program Integrity Unit and potentially the OIG.

Surprise Billing

As of January 1, 2022, patients are protected by legislation from surprise medical bills that arise from out-of-network emergency care, certain ancillary services provided by out-of-network providers at in-network facilities, and for out-of-network care provided at in-network facilities without the patient's informed consent (the "*No Surprises Act*"). Patients are required to pay only the in-network cost-sharing amount, which is determined through a formula established by the DHHS Secretary and counts toward the patient's health plan deductible and out-of-pocket cost-sharing limits. Providers are not permitted to balance bill patients beyond the cost-sharing amount. Both providers and health plans are required to inform patients about these protections. Although surprise billing laws are important for protecting patients, they can reduce the bargaining power of hospitals with payors and ultimately lead to lower revenues. The ultimate effect of the No Surprises Act on the Obligated Group's operations and financial condition cannot be predicted at this time.

Price Transparency Rule

On January 1, 2021, the CMS Price Transparency Rule (the "*Price Transparency Rule*") went into effect, requiring hospitals to publish gross charges, discounted cash prices, payor-specific negotiated charges, and minimum and maximum negotiated charges for all items and services provided by the hospital. Hospitals are also required to publish a consumer-friendly list of standard charges for at least 300 shoppable services – generally, non-emergency services that patients can schedule in advance. Failure to comply with these requirements may result in daily monetary penalties to the hospital. The Price Transparency Rule could result in further legislative or regulatory action to restrain hospital rates or charges. Additionally, the availability of competitively sensitive rate information among hospitals, insurers, and employer sponsors of group health plans could lead to market distortions and possible anti-competitive effects that could

impact hospital rates and revenue. The publication of hospital standard charges, including negotiated charges, could also result in changes to patient choice that may negatively impact the Obligated Group. Initially, the penalty for noncompliance by a hospital was a maximum of \$109,500 annually. However, the Biden administration, in response to widespread noncompliance with the Price Transparency Rule, finalized a rule change in 2022 that increased the maximum penalty for hospitals with over 550 beds to \$2,007,500, and for hospitals with a range of 31 beds through 550 beds, a civil monetary penalty of \$10 per bed per day, with the total maximum penalty being \$2,007,500. Because of the prevalence of noncompliance with the Price Transparency Rule after its enactment, the federal government increased enforcement of it. Accordingly, compliance with the Price Transparency Rule could have an adverse effect upon the future financial condition and operations of the Obligated Group.

Patient Records and Confidentiality

The Health Insurance Portability and Accountability Act, as amended, and its implementing regulations (“*HIPAA*”) provides data privacy and security requirements for safeguarding medical information. HIPAA, which applies to business associates, health plans, health care clearinghouses, and health care providers who conduct the standard health care transactions electronically, includes both (1) a “privacy rule,” which sets forth national standards for the protection of individually identifiable protected health information (“*PHI*”), and (2) a “security rule,” which sets forth national standards for protecting the confidentiality, integrity, and availability of electronic PHI. Failure to comply with HIPAA can result in both criminal and civil fines and penalties. States may have privacy or consumer protection laws that are broader than HIPAA, and unlike HIPAA, authorize a private right of action. Management of HHCS believes it is in material compliance with HIPAA and similar state privacy laws and regulations, including breach report obligations, but no assurance can be given that a violation resulting in penalties will not be assessed. Any sanctions imposed as a result of a HIPAA or state privacy law violation could have a material adverse effect on the Obligated Group’s business or financial condition.

Provisions in the Health Information Technology for Economic and Clinical Health Act (the “*HITECH Act*”), enacted as part of the American Recovery and Reinvestment Act of 2009, increase the maximum civil monetary penalties for violations of HIPAA and grant enforcement authority of HIPAA to state attorneys general. The HITECH Act also (i) extends the reach of HIPAA beyond “covered entities,” (ii) imposes a breach notification requirement on HIPAA covered entities, (iii) limits certain uses and disclosures of individually identifiable health information, and (iv) restricts covered entities’ marketing communications.

The HITECH Act also established programs under Medicare and Medicaid to provide incentive payments for the “meaningful use” of certified electronic health record (“*EHR*”) technology. Hospitals and physicians who have not satisfied the performance and reporting criteria for demonstrating meaningful use of EHR technology will have their Medicare payments significantly reduced.

Security Breaches and Unauthorized Releases of Personal Information.

Federal, State and local authorities are increasingly focused on the importance of protecting the confidentiality of individuals’ personal information, including patient health information. Many states have enacted laws requiring businesses to notify individuals of security breaches that result in the unauthorized release of personal information. Notification requirements may be triggered even where information has not been used or disclosed, but rather has been inappropriately accessed. State consumer protection laws may also provide the basis for legal action for privacy and security breaches and frequently, unlike HIPAA, authorize a private right of action. Failure to comply with restrictions on patient privacy or to maintain robust information security safeguards, including taking steps to ensure that contractors who have access

to sensitive patient information maintain the confidentiality of such information, could consequently damage a health care provider's reputation and materially adversely affect business operations.

The Hospitals have established programs and procedures to comply with HIPAA and the HITECH Act. Management of HHCS is not aware of any pending or threatened claim of violation of either or both of such acts. However, there can be no assurance that no such violation has not occurred or will not occur, and if found that any sanction would not have a material adverse effect on the operation or the financial condition or the results of operations of the Obligated Group.

Civil and Criminal Fraud and Abuse Laws and Enforcement

The federal Civil Monetary Penalties Law (the “*CMP Law*”) provides for administrative sanctions against health care providers for a broad range of billing and other abuses. For example, penalties may be imposed for the knowing presentation of claims that are (i) incorrectly coded for payment, (ii) for services that are known to be medically unnecessary, (iii) for services furnished by an excluded party, or (iv) otherwise false. An entity that offers remuneration to an individual that the entity knows is likely to induce the individual to receive care from a particular provider may also be fined. Under the ACA, Congress amended the CMP Law to authorize civil monetary penalties for a number of additional activities, including (i) knowingly making or using a false record or statement material to a false or fraudulent claim for payment, (ii) failing to grant the OIG timely access for audits, investigations, or evaluations, and (iii) failing to report and return a known overpayment within statutory time limits. Different amounts of penalties and assessments may be authorized based on the type of violation, and the amounts are adjusted yearly for inflation. Civil monetary penalties also may include an assessment of up to three times the amount claimed for each item or service, or up to three times the amount of remuneration offered, paid, solicited or received. Civil monetary penalties can add up quickly and result in multi-million dollars judgments or settlements that could materially and adversely impact the Obligated Group.

False Claims Act

The federal False Claims Act (“*FCA*”) makes it illegal to knowingly submit or present a false, fictitious or fraudulent claim to the federal government (e.g. the Medicare or Medicaid programs) for payment or approval for payment. Because the term “knowingly” is defined broadly under the law to include not only actual knowledge but also deliberate ignorance or reckless disregard of the facts, the FCA can be used to punish a wide range of conduct. Accordingly, FCA investigations and cases have become common in the health care industry and may cover a range of activity from intentionally inflated billings, to highly technical billing infractions, to allegations of unnecessary or inadequate care. Additionally, a claim connected to a Stark Law or Anti-Kickback Statute violation may be deemed a false claim in violation of the FCA. The ACA expanded the reach of the FCA to include, among other things, failure to report and return known overpayments within statutory limits. Filing false claims in violation of the FCA can result in civil fines, substantial per claim penalties plus monetary penalties up to three times the amount of damages sustained by government (e.g. the amount falsely billed to the Medicare or Medicaid program). These fines can add up quickly and result in multi-million-dollar judgments or settlements. Additionally, violation or alleged violation of the FCA can result in payment suspension pending investigation, the imposition of corporate integrity agreements, or exclusion from Medicare and Medicaid.

The qui tam or “whistleblower” provisions of the FCA allow a private individual to bring an FCA action on behalf of the government. As part of the resolution of a qui tam case, the whistleblower may share in a portion of any FCA settlement or judgment. Qui tam actions can also be filed under certain state false claims laws if the fraud involves Medicaid funds or funding from state and local agencies. In recent years, there has been a large increase in the number of FCA qui tam actions. Because qui tam lawsuits are

kept under seal while the federal government evaluates whether the United States will join the lawsuit, it is difficult to determine whether any such actions are pending.

In June 2016, the U.S. Supreme Court in *Universal Health Services, Inc. v. United States ex rel. Escobar* held that the theory of “implied false certification” can be used as a basis for FCA liability when (1) a claim does more than merely request payment and makes specific representations about the nature of the goods or services provided; and (2) the failure to disclose noncompliance with material statutory, regulatory or contractual provisions makes the representations “misleading half-truths.” The application of this new standard is unclear but could lead to an increase in FCA claims in the health care industry based on this theory of liability.

The Deficit Reduction Act provides financial incentives to states that pass similar false claims statutes or amend existing false claims statutes that track the FCA more closely with regard to penalties and rewards to qui tam relators. A number of states, including Georgia and Tennessee, have passed similar false claims statutes, some of which expand the prohibition against false claims submitted to non-government third-party payors. Management of HHCS is not currently aware of any overpayments or pending or threatened claims, investigations or enforcement actions under the FCA or state false claims laws which, if determined adversely to an Obligated Group Member, would have a material adverse effect on the Obligated Group’s business or financial condition. No assurance can be given that FCA actions will not be filed and a violation found. Sanctions imposed as a result of an FCA or state false claims law violation could have a material adverse effect on the Obligated Group’s business or financial condition.

Anti-Kickback Statutes

The federal Anti-Kickback Statute is a felony criminal law that prohibits the knowing and willful payment of “remuneration” to induce or reward patient referrals or the generation of business involving any item or service payable by the federal health care programs (e.g., drugs, supplies, or health care services for Medicare or Medicaid patients). Remuneration includes anything of value and can take many forms besides cash (e.g., free rent, free hotel stays and meals, and excessive compensation for medical directorships or consultancies). The Anti-Kickback Statute applies to both the payors of kickbacks (those who offer or pay remuneration) as well as the recipients of kickbacks (those who solicit or receive remuneration). Anti-Kickback “safe harbors” described in federal regulations protect certain payment and business arrangements that could otherwise implicate the Anti-Kickback Statute from criminal and civil prosecution (e.g., personal services and rental agreements, investments in ambulatory surgical centers, and payments to bona fide employees), but in order to be protected by a safe harbor, an arrangement must squarely meet each safe harbor element. Failure to squarely meet all the required elements of a safe harbor does not necessarily render the conduct or business arrangement illegal under the Anti-Kickback Statute. Rather, such conduct or business arrangements may be subject to increased regulatory scrutiny. Criminal penalties, civil monetary penalties and administrative sanctions for violating the Anti-Kickback Statute include substantial fines per kickback plus monetary penalties up to three times the amount of damages sustained by government, jail terms, and exclusion from participation in the federal health care programs. In addition, under the ACA, submission of a claim for services or items generated in violation of the Anti-Kickback Statute constitutes a false or fraudulent claim subject to additional penalties under the federal FCA.

In addition to the federal Anti-Kickback Statute, many states, including Georgia and Tennessee, have anti-kickback and/or fee-splitting statutes designed to prohibit inducements or improper remuneration for the referral of patients. In some cases, state statutes are broader or carry larger fines than corresponding federal law. Management of HHCS believes its policies, procedures and business arrangements have been and currently are in material compliance with the Anti-Kickback Statute and state anti-kickback and fee-splitting laws and regulations but no assurance can be given that a violation will not be found. Any

sanctions imposed as a result of an Anti-Kickback Statute or similar state law violation could have a material adverse effect on the Obligated Group's business or financial condition.

Federal and State Physician Self-Referral Laws

The Ethics in Patient Referrals Act of 1989, as amended in the Omnibus Budget Reconciliation Act of 1993 and subsequently amended (collectively, the “*Stark Law*”), prohibits the referral of Medicare patients for certain “designated health services” (including inpatient and outpatient hospital services, clinical laboratory services, and radiology and other imaging services) to entities with which the referring physician (or an immediate family member) has a financial relationship unless that relationship fits within an exception to the Stark Law. It also prohibits a hospital, or other provider, furnishing the designated health services from billing Medicare, or any other government health care program for services performed pursuant to a prohibited referral. Importantly, the Stark Law is a strict liability statute, meaning that one can violate the law without any intent to do so. Statutory and regulatory exceptions to the Stark Law's referral prohibition can protect a broad range of common financial relationships between referring physicians and a designated health services provider such as a hospital (e.g., employment relationships, relocation arrangements, leases, group practice arrangements, or medical directorships). If the relationship does not squarely meet the elements of a Stark Law exception, it will result in violation of the law. All providers of designated health services with physician relationships have some exposure to liability under the Stark Law.

Penalties for violation of the Stark Law include denial of payment, recoupment, refunds of amounts paid in violation of the law, exclusion from the Medicare or Medicaid program, and substantial civil monetary penalties. Violation of the Stark Law may also provide the basis for a claim under the FCA.

Medicare may deny payment for all services performed based on a prohibited referral and a hospital that has billed for prohibited services is obligated to refund the amounts collected from the Medicare program or to make a self-disclosure to CMS under its Self-Referral Disclosure Protocol. For example, if an office lease between a hospital and a large group of heart surgeons is found to violate the Stark Law, the hospital could be obligated to repay CMS for the payments received from Medicare for all of the heart surgeries performed by all of the physicians in the group for the duration of the lease; a potentially significant amount. As a result, even relatively minor, technical violations of the Stark Law may trigger substantial refund obligations. Moreover, where there are “knowing” violations of the Stark Law, the government may seek substantial civil monetary penalties under FCA, and in some cases, a hospital may be excluded from the Medicare and Medicaid programs. Potential repayments to CMS, settlements, fines or exclusion for a Stark Law violation or alleged violation could have a material adverse effect on a hospital and other health care providers. Increasingly, the federal government is prosecuting Stark Law violations under the FCA, based on the argument that claims resulting from an illegal referral arrangement are also false claims for FCA purposes. See the discussion under the subheading “False Claims Act” above. The DOJ and others have asserted that Medicaid referrals in which a non-excepted financial arrangement exists under the Stark Law also create FCA exposure, and have had some success with these arguments in certain courts.

Many states, including Georgia (see more detail below) and Tennessee (see more detail below), have adopted self-referral prohibitions similar to the Stark Law, some of which may be broader in scope and carry larger fines than the federal statute.

CMS has established a voluntary self-disclosure program under which hospitals and other entities may report Stark Law violations and seek a reduction in potential refund obligations. The Obligated Group Members may make self-disclosures under this program as appropriate from time to time. Any submission

pursuant to the self-disclosure program does not waive or limit the ability of the OIG or DOJ to seek or prosecute violations of the Anti-Kickback Statute or impose civil monetary penalties.

The Georgia Patient Self-Referral Act prohibits a healthcare provider from referring a patient for the provision of “designated health services” to an entity in which the healthcare provider is an investor or has an investment interest, subject to certain exemptions. A health care provider is any physician or other person licensed, certified or registered under the laws of the State of Georgia to provide healthcare services. Unlike the Stark law which applies to only Medicare, the Georgia Patient Self-Referral Act prohibits billing any payor (whether governmental or private) for any service furnished in violation of the law.

The Tennessee Self-Referral Law prohibits a physician from referring a patient to an entity in which the physician has an investment interest, subject to certain exemptions. Unlike the Stark law which applies to only Medicare, the Tennessee Self-Referral Law prohibits billing any payor (whether governmental or private) for any service furnished in violation of the law.

Penalties for violation of the anti-referral provisions of the Georgia Patient Self-Referral Act and the Tennessee Self-Referral law could be applied to many joint business activities between hospitals and physicians, such as hospital - physician joint ventures. The Obligated Group Members will conduct certain activities of these general types and similar activities. While management of HHCS does not believe that it is or will be involved in any prohibited activity and is not aware of any challenge or investigation with respect to these matters, there can be no assurance that such challenge or investigation will not occur in the future. If the Obligated Group’s activities are determined to violate the anti-referral provisions of these laws, this determination may have a materially adverse effect on its financial position, especially if violations are identified and prosecuted and result in exclusion from reimbursement programs or substantial fines.

Although management of HHCS believes that the arrangements of it has with physicians does not violate the Stark Law or the Georgia Patient Self-Referral Act or the Tennessee Self-Referral Law, as currently interpreted, there can be no assurance that regulatory authorities will not take a contrary position or that the Obligated Group will not be found to have violated these statutes. Sanctions under the Stark Law and the Georgia Patient Self-Referral Act and the Tennessee Self-Referral Law, including exclusion from the Medicare and Medicaid programs, could have a material adverse effect on the financial condition and results of operations of the Obligated Group, as would any significant penalties, demands for refunds or denials of payment.

Management of HHCS believes its policies, procedures and business arrangements have been and currently are in material compliance with the Stark Law and similar state physician referral laws, but no assurance can be given that a violation will not be found. Any sanctions imposed as a result of a Stark Law or similar state law violation could have a material adverse effect on the Obligated Group’s business or financial condition.

EMTALA

The Emergency Medical Treatment and Labor Act (“*EMTALA*”) is a federal civil statute that requires Medicare-participating hospitals with emergency departments to conduct a medical screening examination to determine the presence or absence of an emergency medical condition and to provide treatment sufficient to stabilize such emergency medical condition before discharging or transferring the patient. A hospital that violates EMTALA is subject to substantial civil penalties per offense and exclusion from the Medicare and Medicaid programs. EMTALA also provides for a limited private right of action against hospitals, and as a result a hospital could be subject to claims for personal injury where an individual suffers harm as result of an EMTALA violation.

Management believes the Obligated Group Members' policies and procedures are in material compliance with EMTALA, but no assurance can be given that a violation of EMTALA will not be found. Any failure of an Obligated Group Member to meet its responsibilities under EMTALA could have a material adverse effect on the Obligated Group's business or financial condition.

Administrative Enforcement

Administrative regulations may require less proof of a violation than do criminal laws and thus, health care providers may have a higher risk of imposition of monetary penalties as a result of an administrative enforcement action.

Enforcement Activity

Enforcement activity against health care providers has increased and enforcement authorities have adopted aggressive approaches. In the current regulatory climate, it is anticipated that many hospitals and physician groups will be subject to an audit, investigation or other enforcement action regarding the health care fraud laws mentioned above. Enforcement authorities are often in a position to compel settlements by providers charged with or being investigated for false claims violations by withholding or threatening to withhold Medicare, Medicaid and/or similar payments and/or by instituting criminal action. In addition, the cost of defending such an action, the time and management attention consumed, and the facts of a case may dictate settlement. Therefore, regardless of the merits of a particular case, a hospital could experience materially adverse settlement costs, as well as materially adverse costs associated with implementation of any settlement agreement. Prolonged and publicized investigations could be damaging to the reputation and business of a hospital, regardless of outcome.

Certain acts or transactions may result in violation or alleged violation of a number of the federal health care fraud laws described below and therefore, penalties or settlement amounts often are compounded. Generally, these risks are not covered by insurance. Enforcement actions may involve multiple hospitals in a health system, as the government often extends enforcement actions regarding health care fraud to other hospitals in the same organization. Therefore, Medicare fraud related risks identified as being materially adverse as to a hospital could have materially adverse consequences to a health system taken as a whole.

Increased Enforcement Affecting Academic Research

In addition to increasing enforcement of laws governing payment and reimbursement, the federal government has also stepped up enforcement of laws and regulations governing the conduct of clinical trials at hospitals. DHHS elevated and strengthened its Office for Human Research Protections, one of the agencies with the responsibility for monitoring federally funded research. The Food and Drug Administration ("FDA") also has authority over the conduct of clinical trials performed in hospitals when these trials are conducted on behalf of sponsors seeking FDA approval to market the drug or device that is the subject of the research. Moreover, the OIG has included several enforcement initiatives related to reimbursement for experimental drugs and devices and claims for clinical trial-related services on its "Work Plans". These agencies' enforcement powers range from substantial fines and penalties to exclusion of researchers and suspension or termination of entire research programs.

Certificate of Need Laws

Many states, including Georgia and Tennessee, have certificate of need ("CON") laws, which laws, among other things, may require that a health care facility obtain state approval before constructing a health care facility, offering a new service line, expanding a health care facility, or changing a health care facility's

bed capacity. The general intent of a state CON law is to restrain health care facility costs and allow coordinated planning of new services and construction. Failure to obtain necessary state CON approval can result in the inability to expand facilities, add services, acquire a facility or change ownership. Violation of such laws may result in the imposition of civil sanctions or the revocation of a facility's license. Management of HHCS is not aware of any proceeding or investigation in which a violation of a state CON law is alleged. Additionally, management cannot predict whether it will be able to obtain approval for any health care services regulated by the CON process which management may determine to be necessary or desirable to compete in the Obligated Group's service area. From time to time, the Georgia and Tennessee legislatures considers eliminating or paring back their respective CON program. If such CON programs are pared back, phased-out or eliminated, the Obligated Group could face significantly increased competition from other providers

Additional State Regulation

The ACA imposes significant obligations on states related to health care insurance. Prior to the passage of the ACA, many states increased regulations related to the managed care industry. State legislatures cited their right and obligation to regulate and oversee health care insurance and enacted sweeping measures that aimed to protect consumers and, in some cases, providers. For example, a number of states enacted laws mandating a minimum of 48-hour hospital stays for women after delivery; laws prohibiting "gag clauses" (contract provisions that prohibit providers from discussing various issues with their patients); laws defining "emergencies," which provide that a health care plan may not deny coverage for an emergency room visit if a lay person would perceive the situation as an emergency; and laws requiring direct access to obstetrician-gynecologists without the requirement of a referral from a primary care physician. It is unclear how the increased federal oversight of state health care may affect the probability of future increased state oversight or impact the Obligated Group.

Due to this increased oversight, the Obligated Group could become subject to a variety of state health care laws and regulations affecting health care providers. In addition, the Obligated Group could be subject to other state laws and regulations.

CONTINUING DISCLOSURE

General. In connection with the Series 2024 Bonds, HHCS, on behalf of itself and as Credit Group Representative, will enter into a Continuing Disclosure Undertaking for each series of the Series 2024 Bonds, for the benefit of the Series 2024 Bondholders and will provide certain information quarterly and annually and notice of certain events as they occur to certain information repositories consistent with the requirements of the Rule. The information to be provided on a quarterly and an annual basis, the events that will be noticed on an occurrence basis and the other terms of the 2024 Undertakings, including termination, amendment and remedies, are set forth in the "FORMS OF DISCLOSURE AGREEMENTS" in APPENDIX F hereto.

Failure by HHCS to comply with the 2024 Undertakings will not constitute an event of default under the Amended and Restated Master Indenture, Bond Indentures or Loan Agreements and Series 2024 Bondholders are limited to the remedies described in the 2024 Undertakings. See "FORMS OF DISCLOSURE AGREEMENTS" in APPENDIX F.

Under previous continuing disclosure undertakings, HMC (the entity required to post the appropriate information) failed to provide certain required information in its annual reports for fiscal years 2018-2023. In addition, HMC filed certain quarterly reports late (in one instance, one day later, and in the other instance, three days late). HMC has since posted all required notices and information regarding such failures.

ABSENCE OF MATERIAL LITIGATION

The Issuers

The Tennessee Issuer

There is not now pending or, to the knowledge of the Tennessee Issuer, threatened against the Tennessee Issuer any litigation restraining or enjoining the issuance or delivery of the Series 2024A Bonds or questioning or affecting the validity of the Series 2024A Bonds or the proceedings or authority under which they are to be issued. Neither the creation, organization or existence of the Tennessee Issuer nor the title of any of the present directors or other officials of the Tennessee Issuer to their respective offices is being contested. There is no litigation pending or, to its knowledge, threatened against the Tennessee Issuer, which in any manner questions the right of the Tennessee Issuer to enter into the Series 2024A Bond Indenture or the Series 2024A Loan Agreement or to accept the 2024-2 Master Indenture Obligation in the manner provided in the Series 2024A Bond Indenture and the Tennessee Act.

The Georgia Issuer

There is not now pending or, to the knowledge of the Georgia Issuer, threatened against the Georgia Issuer any litigation restraining or enjoining the issuance or delivery of the Series 2024B Bonds or questioning or affecting the validity of the Series 2024B Bonds or the proceedings or authority under which they are to be issued. Neither the creation, organization or existence of the Georgia Issuer nor the title of any of the present directors or other officials of the Georgia Issuer to their respective offices is being contested. There is no litigation pending or, to its knowledge, threatened against the Georgia Issuer, which in any manner questions the right of the Georgia Issuer to enter into the Series 2024B Bond Indenture or the Series 2024B Loan Agreement or to accept the 2024-3 Master Indenture Obligation in the manner provided in the Series 2024B Bond Indenture and the Georgia Act.

The Obligated Group Members

HHCS management has advised that no litigation, proceedings or investigations are pending or, to their knowledge, threatened against the Obligated Group Members except litigation, proceedings or investigations involving claims that, if adversely determined, would not have a materially adverse effect on the operation or condition, financial or otherwise, of the Obligated Group Members taken as a whole. No litigation, proceedings or investigations are pending or, to the knowledge of HHCS management, threatened against the Obligated Group Members that in any manner questions the right of such parties to enter into the transactions described herein.

TAX MATTERS

In the opinion of Murray Barnes Finister LLP, Bond Counsel, which, as to each series, will be dated the date of issuance of the related Series 2024 Bonds, under existing statutes, rulings and court decisions, and under applicable regulations, interest on the Bonds of such series (including any original issue discount properly allocable to a holder of the Series 2024A Bonds) is not includable in gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel observes that interest on the Bonds of such series included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. No opinion will be expressed with respect to any other federal tax consequences relating to the receipt or accrual of interest on, or ownership of, the Series 2024 Bonds. Bond Counsel has not undertaken to notify the Issuers, the Bond Trustee, HHCS, the Representative on behalf of itself and the other Underwriters, the owners of the Series 2024 Bonds or any other person or entity of any change in law or

fact after the date of such opinion which might affect any of the opinions expressed therein. Such opinions as to the Series 2024 Bonds will be in substantially the forms attached hereto as part of APPENDIX E.

Under existing Treasury Regulations, the Series 2024 Bonds are treated as a single “issue” of obligations for certain federal income tax purposes, and the exclusion of interest on the Bonds from gross income for federal income tax purposes may be dependent upon whether the interest on all such obligations is so excluded. In concluding the interest on the Series 2024 Bonds is not includable in gross income for federal income tax purposes, Bond Counsel will (i) rely as to certain factual matters upon representations of the Issuers and HHCS with respect to, among other things, the use of the proceeds of the Series 2024 Bonds and the obligations refunded thereby, the design, scope, function, cost and reasonably expected remaining economic useful life of the facilities financed or refinanced with the Series 2024 Bonds, and the qualification of HHCS as an organization described in Section 501(c)(3) of the Code, without undertaking to verify the same by independent investigation, and (ii) assume the continued compliance by the Issuers and HHCS with their respective covenants relating to the use of the proceeds of the Series 2024 Bonds and compliance with other requirements of the Code and applicable regulations. The inaccuracy of any such representations or noncompliance with such covenants may cause interest on the Series 2024 Bonds to become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2024 Bonds.

Ownership of the Series 2024 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, banks, thrift institutions, and other financial institutions, foreign corporations which conduct a trade or business in the United States, property and casualty insurance corporations, S corporations, individual recipients of social security or railroad retirement benefits, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Series 2024 Bonds. Purchasers of the Series 2024 Bonds should consult their tax advisors as to the applicability of such collateral federal tax consequences.

In the opinion of Bond Counsel, under existing statutes of the State of Tennessee, the principal of and interest on the Series 2024A Bonds are exempt from taxation by the State of Tennessee or by any county, municipality or taxing district of the State of Tennessee, except for inheritance, transfer and estate taxes, and except to the extent included within the measure of franchise and excise taxes. Interest on the Series 2024A Bonds may or may not be subject to state or local income taxation in jurisdictions other than Tennessee under applicable state or local laws. Purchasers of the Series 2024A Bonds should consult their tax advisors as to the taxable status of the Series 2024A Bonds in a particular state or local jurisdiction other than Tennessee.

In the opinion of Bond Counsel, under existing statutes, interest on the Series 2024B Bonds is exempt from all present state income taxation within the State of Georgia. Interest on the Series 2024B Bonds may or may not be subject to state or local income taxation in jurisdictions other than Georgia under applicable state or local laws. Purchasers of the Series 2024B Bonds should consult their tax advisors as to the taxable status of the Series 2024B Bonds in a particular state or local jurisdiction other than Georgia.

Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2024A Bond during any accrual period generally equals (i) the issue price of such Series 2024A Bond plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (ii) the yield to maturity of such Series 2024A Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (iii) any interest payable on such Series 2024A Bond during such accrual period. The amount of original issue discount so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner’s tax basis in such Series 2024A

Bond. Purchasers of any Series 2024A Bond at an original issue discount should consult their tax advisors regarding the determination and treatment of original issue discount for federal income tax purposes, and with respect to state and local tax consequences of owning such Series 2024A Bond.

An amount equal to the excess of the purchase price of a Series 2024 Bond over its stated redemption price at maturity constitutes premium on such Series 2024 Bond. A purchaser of a Series 2024 Bond must amortize any premium over such Series 2024 Bond's term using constant yield principles, based on the Series 2024 Bond's yield to maturity. As premium is amortized, the purchaser's basis in such Series 2024 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to such purchaser. This will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of such Series 2024 Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of any Series 2024 Bond at a premium, whether at the time of initial issuance or subsequent thereto, should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes, and with respect to state and local tax consequences of owning such Series 2024 Bonds.

From time to time, there are legislative proposals in Congress that, if enacted, could cause interest on the Series 2024 Bonds to be subject, directly or indirectly, to federal income taxation, adversely affect the market value of the Series 2024 Bonds or otherwise prevent owners of the Series 2024 Bonds from realizing the full current benefit of the tax status of such interest. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted, such legislation would apply to bonds issued prior to enactment. Purchasers of the Series 2024 Bonds should consult their tax advisors regarding the effect of any such legislation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2024 Bonds, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Series 2024 Bonds, or as to the consequences of owning or receiving interest on the Series 2024 Bonds, as of any future date. Bond Counsel has not agreed to notify the Issuers or the owners of the Series 2024 Bonds as to any event subsequent to the issuance of the Series 2024 Bonds that might affect the tax treatment of interest on the Series 2024 Bonds, the market value of the Series 2024 Bonds or the consequences of owning or receiving interest on the Series 2024 Bonds.

The foregoing discussion is a general discussion of certain federal and state income tax consequences with respect to the Series 2024 Bonds and does not purport to deal with all tax questions that may be relevant to particular investors or circumstances, including purchasers of Series 2024 Bonds in the secondary market at a price other than the stated redemption price at maturity. Owners of Series 2024 Bonds purchased in the secondary market at prices other than the stated redemption price at maturity should consult their own tax advisors with respect to such matters.

APPROVAL OF LEGALITY

As required by the Georgia Act, the Georgia Issuer caused proceedings to be instituted in the Superior Court of Whitfield County, Georgia, to validate the Series 2024B Bonds and certain other obligations described therein. A final judgement confirming and validating the Series 2024B Bonds and the security therefor was entered on June 20, 2024. Under the laws of the State of Georgia, the judgment of validation is final and conclusive with respect to the Series 2024B Bonds and security therefor.

All legal matters incidental to the authorization and issuance of the related series of Series 2024 Bonds by each respective Issuer are subject to the approval of Murray Barnes Finister LLP, Bond Counsel to the Obligated Group Members, whose approving opinions will be delivered with the related series of

Series 2024 Bonds, substantially in the forms set forth as APPENDIX E. Certain legal matters will be passed upon for the Tennessee Issuer by its counsel, Ginger Wilson Buchanan Law Office and the Georgia Issuer its counsels, Gray Pannell & Woodward LLP and McCamy, Phillips, Tuggle & Fordham, LLP. Certain legal matters will be passed upon for the Obligated Group Members by their counsel, Murray Barnes Finister LLP, and for the Underwriters by their counsel, Hawkins Delafield & Wood LLP.

UNDERWRITING

The Series 2024A Underwriter has agreed to purchase the Series 2024A Bonds at a purchase price of \$216,590,266.07 (consisting of the par amount of the Series 2024A Bonds, plus net original issue premium of \$12,193,078.85, less an underwriting discount of \$832,852.78). The Bond Purchase Contract for the Series 2024A Bonds (the “*Series 2024A Bond Purchase Contract*”) provides that the Series 2024A Underwriter will purchase all of the Series 2024A Bonds, if any are purchased, and the letter of representation executed by the HHCS in connection with the Series 2024A Bond Purchase Contract contains their agreement to indemnify the Series 2024A Underwriter and the Tennessee Issuer against certain liabilities, including liabilities under the federal securities laws, to the extent permitted by law.

The Representative on behalf of itself and the Underwriters has agreed to purchase the Series 2024B Bonds at a purchase price of \$81,688,478.12 (consisting of the par amount of the Series 2024B Bonds, plus original issue premium of \$7,340,384.65, less an underwriting discount of \$276,906.53). The Bond Purchase Contract for the Series 2024B Bonds (the “*Series 2024B Bond Purchase Contract*”) provides that the Underwriters will purchase all of the Series 2024B Bonds, if any are purchased, and the letter of representation executed by the HHCS in connection with the Series 2024B Bond Purchase Contract contains their agreement to indemnify the Underwriters and the Georgia Issuer against certain liabilities, including liabilities under the federal securities laws, to the extent permitted by law.

The Underwriters may offer and sell the Series 2024 Bonds to certain dealers (including dealers depositing Series 2024 Bonds into investment trusts) and others at prices lower than the public offering prices stated on the inside cover pages, which may be changed after the initial offering by the Underwriters.

The Underwriters and their affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the Obligated Group and to persons and entities with relationships with the Obligated Group, for which it received or will receive customary fees and expenses. Under certain circumstances, the Underwriters and their respective affiliates may have creditors’ and other rights against the Obligated Group or its affiliates in connection with such activities.

In the ordinary course of its various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively traded securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Obligated Group (directly, as collateral securing other obligations or otherwise) and to persons and entities with relationships with the Obligated Group. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market or trading ideas and/or public or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to the Obligated Group that it should acquire, long and/or short positions in such assets, securities and instruments.

BofA Securities, Inc., as underwriter of the Series 2024 Bonds, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated (“*MLPF&S*”). As part of this arrangement, BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Series 2024 Bonds.

TD Securities (USA) LLC (“*TD Securities*”), an underwriter of the Series 2024B Bonds, has entered into two negotiated dealer agreements (the “*TD Dealer Agreements*”) with Charles Schwab & Co., Inc. (“*CS&Co.*”) and InvestorLink Capital Markets, LLC (“*ICM*”). These agreements allow CS&Co. and ICM to provide for the retail distribution of certain securities offerings, including the offered Series 2024B Bonds at the original issue prices. Pursuant to the TD Dealer Agreements, CS&Co. and ICM may purchase offered Series 2024B Bonds from TD Securities at the original issue prices less a negotiated portion of the selling concession applicable to any of the offered Series 2024B Bonds ICM or CS&Co. sells.

TD Securities, an underwriter for the Series 2024B Bonds and T.D. Bank, N.A. are both wholly-owned subsidiaries of The Toronto-Dominion Bank and part of TD Bank Group. TD Securities is not a bank and is a distinct legal entity from TD Bank, N.A. T.D. Bank, N.A. may have other banking and financial relationships with the Issuers, HHCS or the Members of the Obligated Group, or any other party that may be involved in this transaction.

FINANCIAL ADVISOR

HHCS has retained Kaufman, Hall & Associates, LLC (“*Kaufman Hall*”), Chicago, Illinois, a municipal advisory firm registered with the U.S. Securities and Exchange Commission (“*SEC*”) and the MSRB, as financial advisor in connection with the issuance of the Series 2024 Bonds. Although Kaufman Hall has assisted in the preparation of this Official Statement, Kaufman Hall was not and is not obligated to undertake, and has not undertaken to make, an independent verification and assumes no responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

VERIFICATION AGENT

Causey Demgen & Moore P.C. will deliver a report dated as of the closing date for the Series 2024B Bonds, verifying the accuracy of the mathematical computations of the adequacy of the maturing principal amount of non-callable United States obligations and the interest income to be realized thereon and/or uninvested cash, if any, to provide for the redemption price of and interest on the respective Refunded Bonds being redeemed on October 28, 2024.

INDEPENDENT AUDITORS

The consolidated financial statements and supplementary information of the HHC System as of September 30, 2023, and for the year then ended, included in this Official Statement, have been audited by PYA, P.C., independent auditors, as stated in their report appearing herein.

RATING

S&P Global Ratings, Inc. (“*S&P*”) has assigned its municipal bond rating of “A+” (stable outlook), to the Series 2024 Bonds. The rating and any explanation of its significance may only be obtained from S&P. Such rating reflects only the view of S&P.

HHCS has furnished to the rating agency certain information and material concerning the Series 2024 Bonds and the System. Generally, rating agencies base their ratings on such information and materials and on investigations, studies and assumptions by the ratings agencies themselves. A municipal bond rating is not a recommendation to buy, sell or hold bonds and may be subject to revision or withdrawal at any time. There is no assurance that a particular rating will be maintained for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the agency originally establishing the rating, circumstances so warrant. Any such downward change in or suspension or withdrawal of any rating could have an adverse effect on the market price of the Series 2024 Bonds. The Issuers, the Underwriters and HHCS have undertaken no responsibility to bring to the attention of the holders of the Series 2024 Bonds any proposed revision or withdrawal of any rating of the Series 2024 Bonds or to oppose any such proposed revision or withdrawal.

MISCELLANEOUS

The foregoing and subsequent summaries or descriptions of provisions of the Series 2024 Bonds, the Bond Indentures, the Loan Agreements, the Amended and Restated Master Indenture, the Series 2024 Master Indenture Obligations and the Disclosure Agreements and all references to other materials not purporting to be quoted in full are only brief outlines of some of the provisions thereof and do not purport to summarize or describe all of the provisions thereof. Reference is made to said documents for full and complete statements of the provisions of such documents. The appendices attached hereto are a part of this Official Statement. Copies, in reasonable quantity, of the Bond Indentures, the Loan Agreements, the Amended and Restated Master Indenture and the Series 2024 Master Indenture Obligations may be obtained during the offering period upon request to the Underwriters and thereafter upon request to the Principal Office of the related Bond Trustee.

The agreement of each Issuer with the holders of the related series of Series 2024 Bonds is fully set forth in the related Bond Indenture, and neither any advertisement of the Series 2024 Bonds nor this Official Statement is to be construed as constituting an agreement between the Issuers and the purchasers of a series of Series 2024 Bonds. So far as any statements made in this Official Statement involving estimates, projections or matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

CUSIP identification numbers will be printed on the Series 2024 Bonds, but neither the failure to print such numbers nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Series 2024 Bonds.

APPENDICES A through G are integral parts of this Official Statement and must be read together with all of the foregoing statements.

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This Official Statement has been approved by HHCS. Each Issuer has duly authorized the execution and delivery of this Official Statement.

THE HEALTH AND EDUCATIONAL FACILITIES
BOARD OF THE CITY OF CLEVELAND,
TENNESSEE

By: /s/ Rufus Triplett
Chairman

DALTON-WHITFIELD COUNTY JOINT
DEVELOPMENT AUTHORITY

By: /s/ Kevin Harris
Chairman

This Official Statement is approved:

HAMILTON HEALTH CARE SYSTEM, INC.

By: /s/ Julie A. Soekoro
Executive Vice President and
Chief Financial Officer

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APPENDIX A

HAMILTON HEALTH CARE SYSTEM, INC. AND AFFILIATES

Unless otherwise disclosed, the information contained in this APPENDIX A has been obtained from Hamilton Health Care System, Inc. Hamilton Health Care System, Inc. has undertaken no responsibility to update such data since April 30, 2024, except as set forth herein.

The Official Statement to which this APPENDIX A is appended is referred to as the “Official Statement.”

Capitalized terms used in this APPENDIX A but not otherwise defined have the meanings assigned in the forepart of the Official Statement or in APPENDICES C and D to the Official Statement.

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INTRODUCTION

Hamilton Health Care System, Inc., a Georgia nonprofit corporation (“*HHCS*”), operates, directly or indirectly, through its affiliates, subsidiaries and joint ventures (all such entities, to the extent currently consolidated into the financial statements of HHCS, collectively, the “*HHC System*”), a comprehensive healthcare system providing services across northwest Georgia.

The HHC System’s clinically integrated network is comprised of a 255-bed general acute care hospital, known as Hamilton Medical Center, and related medical facilities, including a comprehensive cancer treatment center, cardiovascular and open heart program, residency program, outpatient diagnostic imaging center, home health, hospice and wellness centers, all located on a 90-acre campus in the City of Dalton, Whitfield County, Georgia. Hamilton Medical Center is the only acute care hospital in Whitfield County.

As of September 30, 2023, the HHC System had net assets of approximately \$898 million. For the fiscal year ended September 30, 2023, the net patient service revenues of HHC System were approximately \$451.2 million and HHC System’s excess of revenues over expenses were approximately \$54.5 million. See “FINANCIAL INFORMATION FOR HHCS” below.

Concurrently with the delivery of the Series 2024 Bonds, HHCS is purchasing a 351-bed general acute care hospital (currently known as Tennova Healthcare – Cleveland), together with certain related businesses including medical office buildings, outpatient care facilities, physician practices and ancillary services, a YMCA outpatient rehabilitation location, walk-in clinics (North and Ooltewah), four primary care locations (Ooltewah, Athens, Peerless, Cleveland South), specialty clinics (Cardiology, Neurology, Infectious Disease, Bariatrics); and a cardiac rehabilitation facility (collectively, the “*Cleveland Assets*”), from CHS/Community Health Systems, Inc. Substantially all of the Cleveland Assets are located in Bradley County, Tennessee approximately 30 miles north of Dalton, Georgia. Substantially all Cleveland Assets will be transferred to Bradley Medical Center, LLC (“*BMC*”), a Tennessee limited liability corporation with no prior activities, assets or liabilities, whose sole member is Hamilton Medical Center, Inc. (“*HMC*”). The remaining Cleveland Assets will be transferred to Bradley Physician Services, LLC. The purchase and transfer of the Cleveland Assets is referred to herein as the “*Transaction*.” A portion of the proceeds of the Series 2024 Bonds will provide financing for the Transaction. See “CLEVELAND ASSET ACQUISITION.” Upon completion of the Transaction, Tennova Healthcare – Cleveland will be renamed Bradley Medical Center (“*Bradley Medical Center*”).

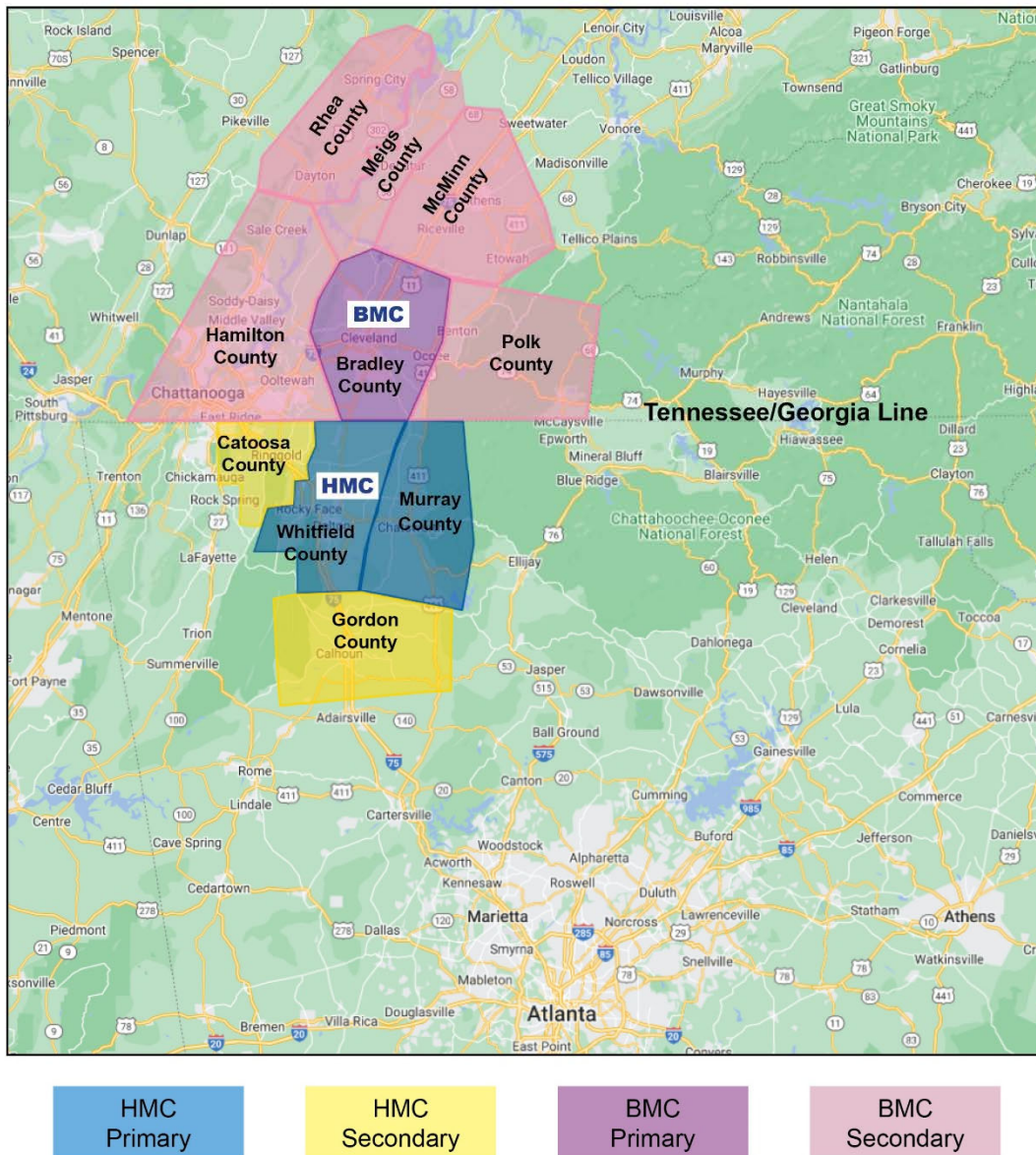
Within this APPENDIX A, the term “*HHC System*” describes HHCS’s financial position, operating performance, activities, assets and liabilities historically, prior to giving effect to the Transaction, and the “*System*” describes HHCS’s financial position and assets, inclusive of the transferred activities, assets and liabilities as of the effective date of the Transaction.

Upon completion of the Transaction, the System will consist of

- two acute care hospitals
- at least 60 outpatient facilities, clinics and physician offices
- combined medical staff of over 633 providers, approximately 97 of which will be employed by the System

In addition, HHCS will adopt the name “Vitruvian Health.”

The map below depicts the resulting primary and secondary market areas for the System upon completion of the Transaction.



Demographic information regarding these service areas is set forth under “DEMOGRAPHIC INFORMATION CONCERNING SERVICES AREAS” below.

The System will remain headquartered in Dalton, Georgia approximately 90 miles north of Atlanta, Georgia, and 30 miles south of Chattanooga, Tennessee.

CORPORATE STRUCTURE AND OBLIGATED GROUP

Overview

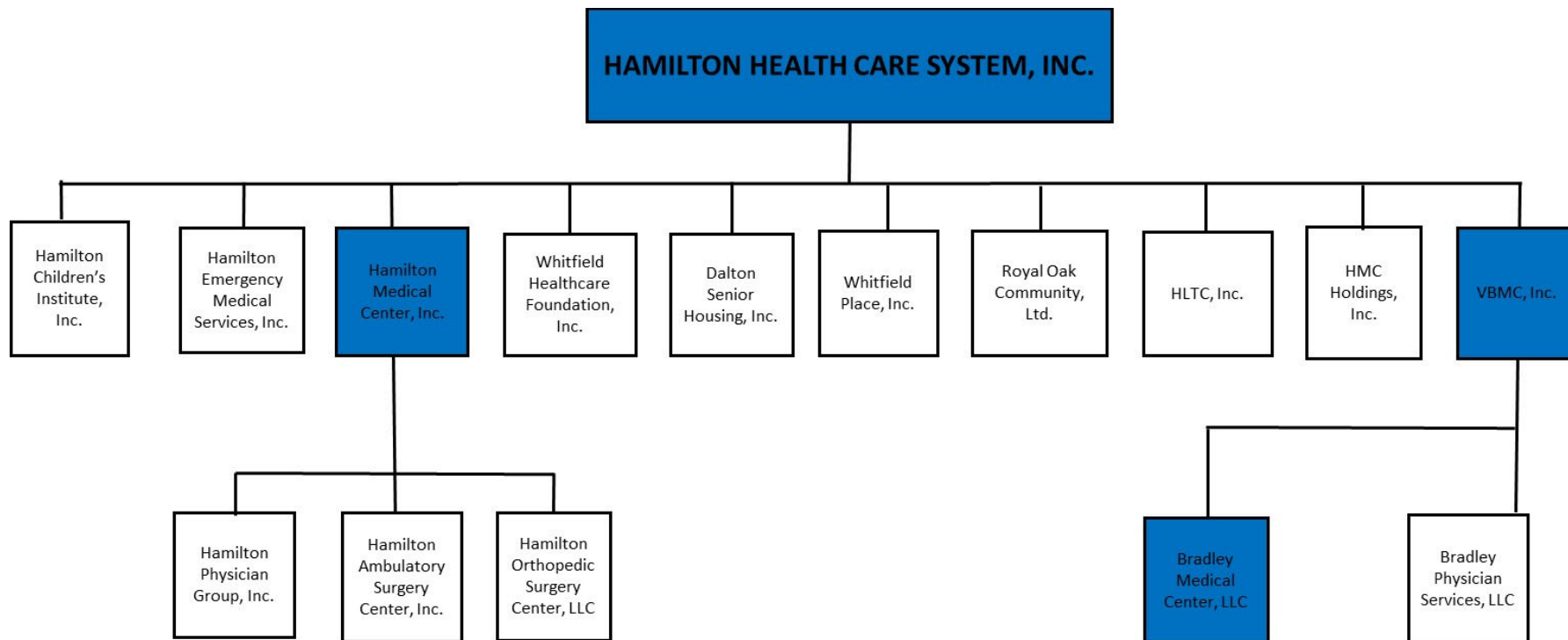
HHCS will serve as the System parent. HHCS provides centralized management services to its subsidiaries, including accounting, human resources, information technology, financial management, revenue cycle, supply chain and advisory support.

Certain System entities will be members of a Credit Group created under the Amended and Restated Master Indenture. See APPENDIX D – “FORM OF THE AMENDED AND RESTATED MASTER INDENTURE.” The Credit Group will be comprised of Obligated Group Members and Designated Affiliates. Upon the issuance of the Series 2024 Bonds, the Obligated Group will consist of: (1) HHCS, (2) HMC, which is a controlled affiliate of HHCS that owns and operates Hamilton Medical Center, (3) BMC, which is a controlled affiliate of HMC that will own and operate the Cleveland Assets, including Bradley Medical Center, immediately following completion of the Transaction; and (4) VBMC, Inc. (“VBMC”), a newly incorporated Tennessee nonprofit corporation which is a controlled affiliate of HHCS. VBMC currently has no activities, assets or liabilities. There will be no Designated Affiliates.

HHCS and HMC are exempt from federal income taxation as organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). BMC is disregarded as an entity separate from HMC for federal income tax purposes such that ownership of the Cleveland Assets by BMC will cause the Cleveland Assets to be treated as owned by a Section 501(c)(3) organization for purposes of Section 145(a) of the Code. VBMC has submitted an application to the Internal Revenue Service, requesting a determination that it is an organization exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code. When and if VBMC receives a determination from the Internal Revenue Service that it is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code, the membership interests of BMC are expected to be transferred from HMC to VBMC. Notwithstanding such anticipated membership transfer, BMC and VBMC will both be Obligated Group Members as of the date of issuance of the Series 2024 Bonds.

The organizational chart presents the System’s corporate structure following the anticipated transfer of the membership interest of BMC to VBMC.

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Blue-indicates members of Obligated Group as of transfer of membership interests

*All entities except HMC Holdings, Inc. and Hamilton Orthopedic Surgery Center, LLC are 501(c)(3) tax-exempt entities.

For each of the years ended September 30, 2021 through 2023, the affiliates of HHCS who are not members of the Credit Group represented 15% or less of the consolidated net assets reported on the financial statements of HHCS (including its affiliates) for such period.

Other System Affiliates

The entities below will be part of the System following the Transaction but will not be members of the Credit Group.

<u>Affiliate Legal Name</u>	<u>Background</u>
Hamilton Children’s Institute, Inc. (“HCP”)	Doing business under the name Anna Shaw Children’s Institute, HCI is a pediatric outpatient behavioral health center specializing in developmental delays, speech, occupational and physical therapy, and autism spectrum disorder.
Hamilton Emergency Medical Services, Inc.	Doing business under the name of Whitfield Emergency Medical Services, supervises, manages, and operates an ambulance and emergency rescue service based on a management agreement with Whitfield County.
Whitfield Healthcare Foundation, Inc.	Philanthropic organization with a mission to encourage charitable gifts that support and advance the quality of health care provided by Hamilton Medical Center.
Dalton Senior Housing, Inc. (“ <i>Dalton Senior Housing</i> ”)	Doing business under the name of Whitfield Commons, operates exclusively to provide seniors and handicapped persons on low fixed incomes with quality, cost-efficient housing facilities.
Whitfield Place, Inc.	Similar to Dalton Senior Housing, operates exclusively to provide seniors and handicapped persons on low fixed incomes with quality, cost-efficient housing facilities.
Royal Oak Community, Ltd.	Doing business under the name of Royal Oak, owns and operates a retirement community organized to provide a comfortable and secure residential lifestyle to residents within a caring environment offering an array of personal services.
HLTC, Inc.	Provides access to long-term care and rehabilitation services through three owned skilled nursing homes with 324 beds in Dalton, Georgia.
HMC Holdings, Inc.	Holds assets related to a ground lease to an unaffiliated developer for an apartment

	complex adjacent to the Hamilton Medical Center campus.
Hamilton Physician Group, Inc.	Operates physician practices including cardiology, gastroenterology, infectious disease, neurology, neurosurgery/spine services, primary care, pulmonology and psychiatry.
Hamilton Ambulatory Surgery Center, Inc.	Operates an ambulatory surgery center with preoperative services, four operating suites, and recovery areas. The surgery center offers updated medical technology and professional staff and is managed by Hamilton Surgeons' Management Company, LLC.
Hamilton Orthopedic Surgery Center, LLC ("HOSC")	Operates a multispecialty orthopedic surgery center, a joint venture between HMC, which owns 51%, and a local orthopedic group.
Bradley Physician Services, LLC ("BPS")	Operates physician practices including cardiology, gastroenterology, infectious disease, neurology, neurosurgery/spine services, primary care, and psychiatry.

Other Affiliates

Health One Alliance, LLC ("HOA"), a Georgia limited liability company, is a physician-hospital organization jointly owned on a 50/50 basis by HMC and Physician Health Services, Inc., a corporation owned by certain physicians on the medical staff of the Hamilton Medical Center. HOA was organized in 1995 and has developed a managed care network of providers in northwest Georgia and contracts with employers to provide access to health care services. HMC's investment in HOA is accounted for under the equity method.

Alliant Health Plans, Inc. ("Alliant"), a Georgia nonprofit corporation, is a wholly-owned subsidiary of HOA. Alliant was organized in 1998 and is a provider-sponsored health care plan that contracts to provide hospital and medical services to members.

HAMILTON MEDICAL CENTER AND GEORGIA OPERATIONS

Hamilton Medical Center

Hamilton Medical Center's facilities consist of 21 buildings, comprising a total of 759,000 square feet of space all located on a 90-acre campus in Dalton, Georgia. The main facility is a 455,500 square foot acute care hospital, which is located on a 17 acre site. The hospital is the only acute care hospital in Whitfield County. Adjacent to the hospital is a hospital services facility (the "*Burkett Building*") constructed in 1989, which consists of a 101,000 square foot building on a six acre site. The Burkett Building houses maternal and infant care, and a conference center. The Health Education Center occupies a 16,000 square foot building located on a three acre site. The Bradley Wellness Center is a comprehensive health and fitness facility opened in 1986, including outpatient rehabilitation physical therapy, and occupies a 72,500 square foot building located on a nine acre site. Hamilton Diagnostics, which opened in 1991, provides magnetic resonance

imaging and neurology diagnostic services and is located in a 22,000 square foot building on a five acre site. The Medical Plaza, a 68,000 square foot medical office building on a 10 acre site, was opened in October 1997. Hamilton Ambulatory Surgery Center, a multi-specialty facility comprising 26,000 square feet on a three acre site, began operation in 2001. Hamilton Orthopedic Surgery Center, LLC, or HOSC, which operates an orthopedic surgery center began, operations in 2023 and is housed in a 27,500 square foot building on a one acre site. Public parking with 257 spaces is provided in parking lots and garages adjacent to the hospital. Additional visitor, employee, and physician lots on Hamilton Medical Center’s campus provide parking for 1,120 additional vehicles.

Hamilton Medical Center currently provides, and expects to continue to provide after giving effect to the Transaction, the following full range of inpatient and outpatient services:

Ambulatory Care	Intensive Care	Structural Heart
Birthing Rooms	Lithotripsy	Surgery ¹
Cardiac Catheterization	Magnetic Resonance Imaging	Ultrasound
Cardiac Rehabilitation	Mammography	Urology
Chemotherapy	Nuclear Medicine	
Clinical Laboratory	Nursery	
Computerized Tomography	Obstetric	
Coronary Care	Occupational Therapy	
Day Surgery	Open Heart Surgery	
Dietary Counseling	Pathology	
Echocardiology	Pediatrics	
Electroencephalography	Pharmacy	
Electrophysiology	Physical Therapy	
Emergency Care (24 hour)	Radiology	
Gastroenterology	Radiation Therapy	
Health Promotion	Reference Laboratory	
Home Health Services	Respiratory Therapy	
Hospice	Sleep Center	

Other Facilities and Services

In addition to the services provided on the Hamilton Medical Center campus, the HHC System operates over 50 patient access points, two ambulatory care centers and several other health-related facilities throughout Whitfield and Murray County, Georgia.

HHCS continues to prioritize its community-oriented growth by increasing access points for patients in its primary and secondary service areas. HHCS has expanded its outpatient and specialized care operations through the opening of the following facilities:

HHC Calhoun. In January 2024, the newly-built 34,000 square-foot Hamilton Health – Calhoun Campus (“*HHC-Calhoun*”) opened. HHC-Calhoun is owned and operated by HMC. HHCS strategically chose to open the facility in Calhoun, Georgia in order to expand its brand and presence in its secondary service area. HHC-Calhoun provides primary care, comprehensive specialty and walk-in care. The goal of HHC-Calhoun is to provide “primary care for the whole family” within one location and includes family medicine, internal medicine, imaging and lab services, and rehabilitation services, and other service lines. HHC-Calhoun serves the Calhoun and Gordon County communities in Georgia.

Peoples Cancer Institute. Peoples Cancer Institute (the “*Cancer Institute*”), which opened in January 2020, houses outpatient cancer diagnostic and treatment services in a 64,000 square-foot facility. The Cancer

¹ Surgery includes: Gynecology, ENT, General, Laparoscopic, Orthopedic and Ophthalmology

Institute is a freestanding building, owned and operated by HMC. The facility was built with patient experience and comfort in mind, with the design and development process incorporating direct feedback from cancer survivors that were treated at HHCS facilities and elsewhere, local caregivers and community volunteers. A covered walkway connects the Cancer Institute to the Hamilton Medical Center for ease of access and convenience in transporting patients from one facility to another. The Cancer Institute is accredited by the Commission on Cancer.

Anna Shaw Children’s Institute. In 2019, HCI opened the Anna Shaw Children’s Institute (the “*Children’s Institute*”), a 54,000 square-foot facility dedicated to serving children that are experiencing developmental delays, speech, occupational and physical therapy and autism spectrum disorder. Located in Dalton, the Children’s Institute was built to resemble a modern treehouse with consideration to children’s differing abilities to tolerate light, sound and texture. The facility was awarded the Award of Merit, the highest award at the Healthcare Design Expo & Conference, for its innovative architectural design. The Children’s Institute became a Language Acquisition through Motor Planning (LAMP) Certified Center of Excellence in 2023, and was the first in the State of Georgia to receive such certification. HCI is not an Obligated Group Member.

Utilization Statistics

The following table sets forth selected combined utilization information for facilities that were part of the HHC System for the fiscal years ended September 30, 2021, 2022 and 2023.

	Fiscal Years Ended September 30,		
	2021	2022	2023
Licensed Beds ¹	255	255	255
Available Beds ¹	235	235	235
Average daily census ¹	112	118	117
Percent of occupancy ¹	44	46	46
Average length of stay ¹	5.00	5.10	4.80
Admissions ¹	8,197	8,432	8,886
Inpatient days ¹	41,023	42,989	42,644
Outpatient observation days	4,130	4,079	4,753
Births	1,555	1,605	1,640
Emergency care visits	40,533	44,325	46,875
Surgical inpatients	1,571	1,712	1,736
Surgical outpatients	15,598	15,289	13,964
Home health/hospice visits	33,886	23,589	26,228
Other outpatient visits	145,458	155,270	164,227

¹ Excludes nursery.

Medical and Other Staff

Physicians. As of September 30, 2023, there were 150 physicians on the active medical staff of Hamilton Medical Center. In addition, there were 30 physicians on courtesy staff, 46 on consulting staff, and 35 on the ambulatory care staff. The medical staff, with 53 medical specialties represented, is organized into the Department of Medicine and Department of Surgery. Approximately 94.84% of the medical staff members are board certified or qualified in their respective areas of specialization.

Hamilton Medical Center has entered into contracts for services provided by hospital-based physicians in Pathology, Emergency Medicine, Anesthesiology, Neonatology, Radiation Oncology and Radiology.

The following is a profile Hamilton Medical Center’s medical staff, categorized by age.

**Active Medical Staff by Age
Fiscal Year Ended September 30, 2023**

Staff Members’ Age in Years	% of Total Medical Staff	% of Admissions¹
Under 36	15%	20.0%
36-40	17	18.0
41-45	17	13.0
46-50	10	9.0
51-55	11	15.0
56-60	13	12.0
Over 60	17	13.0
Total:	100%	100.0%

¹ Including newborns.

Nursing. As of September 30, 2023, HHC System employed 799 full-time equivalents (“FTEs”) on its nursing staff. Of these, 418 are registered nurses who are directly involved in patient care, 112 are licensed practical nurses, 78 are administrative/supervisory personnel who are registered nurses, and the remaining 191 are surgical technicians, nursing assistants, and other support personnel. Clinical nurse specialists are employed in the emergency services, medical/surgical, critical care, maternity, and neonatal areas to enhance nursing practice in these specialty areas.

The HHC System offers professional development, continuing education programs, and other programs in order to recruit and retain its nursing staff. Among the programs offered are education reimbursement, professional development incentives, recruitment bonuses and certification pay differential. The employee turnover rate in the nursing staff for the 12-months ended September 30, 2023 was approximately 15.0%, as compared to a national average of approximately 20.7% for acute care hospitals, during that period according to Nursing Solutions, Inc.

The HHC System has access to resources of nursing contract labor and international nurses to fill vacancies within the organization.

Other. As of September 30, 2023, HHC System employed 276 FTEs within pharmacy, respiratory therapy, radiology, physical therapy, and social services personnel and 1,216 FTEs providing support services such as housekeeping, food services, laundry, maintenance, clerical, fiscal services, and other business and operational personnel.

Accreditations and Awards

Hamilton Medical Center has received recognition for the quality of patient service, including the following:

- Large Hospital of the Year for 2023 by the Georgia Alliance of Community Hospitals
- 2024 American College of Cardiology Cardiac Cath Lab Accreditation
- CareChex® Medical Excellence and Patient Safety Quality
- CareChex® Top 10% in the United States for 2024 for Cancer, Pneumonia and Pulmonary Care
- American College of Cardiology 2023 Gold Performance Achievement Award in Chest Pain

- 2024 American Stroke Association Get with the Guidelines Stroke Gold
- American Heart Association Target Diabetes Quality Achievement Award

Patient Origin for Hamilton Medical Center

The following is selected patient origin data for the Hamilton Medical Center for calendar years 2022 and 2023.

County	Inpatient Discharges	
	Percent of Total	
	2022	2023
Primary Service Area:		
Whitfield County	69.02%	69.75%
Murray County	18.80	18.82
Total Primary Service Area	87.82	88.57
Total Secondary Service Area	7.52	7.29
Total Service Area ¹	95.34	95.86
Total Other Patients ²	4.66	4.14
Total Primary, Secondary, and Other Service Area	100.00%	100.00%

¹Total Service Area includes the primary and secondary service area

²Total Other Patients includes all patients outside the primary and secondary service areas

The following table sets forth certain information for the year ended December 31, 2023 regarding competing general acute-care hospitals in Hamilton Medical Center's primary and secondary service areas. The following table does not include Tennessee hospitals, such as Erlanger, CHI Memorial, Parkridge and other hospitals outside Hamilton Medical Center's primary and secondary service areas that provide services to residents of Whitfield and Murray Counties. A map of area hospitals is set forth below under "OTHER AREA HOSPITALS."

Primary Service Area Hospitals: Year Ended December 31, 2023		
Facility	Licensed Beds	Distance From Medical Center
Hamilton Medical Center Dalton, Georgia	255	---
AdventHealth Gordon ^(a) Calhoun, Georgia	69	22 miles
AdventHealth Murray ^(a) Chatsworth, Georgia	42	14 miles

Source: ^(a) Georgia Hospital Association ("GHA") Health Planner Year ended December 31, 2023.

Inpatient Market Share for Hamilton Medical Center Primary Service Area

The following tables set forth, for the nine month period ended September 30, 2023, the percentages of inpatient admissions of all residents within the primary service area, by hospital (excluding newborns).

Whitfield County, Georgia

Hospital	Discharges	Percent Discharges
Hamilton Medical Center	4,630	66.67%
Tennessee Hospitals	1,621	23.34
AdventHealth Gordon	259	3.73
Emory Hospital (Atlanta)	72	1.04
AdventHealth Murray	72	1.04
Others	291	4.19

Murray County, Georgia

Hospital	Discharges	Percent Discharges
Hamilton Medical Center	1,249	39.31%
Tennessee Hospitals	472	14.86
AdventHealth Gordon	576	18.13
AdventHealth Murray	448	14.10
Emory Hospital (Atlanta)	29	0.91
Others	403	12.68

Source: GHA and Tennessee Hospital Association; Nine-months ended September 30, 2023.

Note: Table may not foot due to rounding.

No market share information regarding the secondary service area is provided, given the low level of inpatient volume from such secondary service area.

Demographic information regarding the Hamilton Medical Center and Bradley Medical Center primary and secondary services areas is set forth under “DEMOGRAPHIC INFORMATION CONCERNING SERVICE AREAS” below.

CLEVELAND ASSET ACQUISITION

Acquisition Overview

On April 18, 2024, HHCS signed an Asset Purchase Agreement (the “*Asset Purchase Agreement*”), by and among Cleveland Hospital Company, LLC, a Tennessee limited liability company, Cleveland Tennessee Hospital Company, LLC, a Delaware limited liability company, Cleveland Medical Clinic, Inc., a Tennessee corporation, and Skyridge Clinical Associates, LLC, a Delaware limited liability company, (each a “*Seller*” and collectively, the “*Sellers*”), CHS/Community Health Systems, Inc., a Delaware corporation (“*CHS*”), BMC, Bradley Physicians Services, LLC, a Tennessee limited liability company (“*BPS*”), and HHCS (BMC and BPS are each a “*Buyer*” and collectively, the “*Buyers*”), for the acquisition of a general acute care hospital known as Tennova Healthcare – Cleveland located at 2305 Chambliss Avenue, NW, Cleveland, Tennessee 37311, together with certain related businesses including medical office buildings, outpatient care facilities, physician practices and ancillary services (as previously defined, the “*Cleveland Assets*.”). CHS is a party to the Asset Purchase Agreement for purposes of guaranteeing the obligations of its subsidiaries or affiliates as set forth therein. HHCS is a party to the Asset Purchase Agreement for purposes of guaranteeing the obligations of its subsidiaries or affiliates as set forth therein. Such acquisition is expected to close upon the issuance of the Series 2024 Bonds. Tennova Healthcare – Cleveland will be renamed Bradley Medical Center.

Strategic Opportunity

The acquisition of the Cleveland Assets is an opportunity that advances several key strategic priorities for HHCS. These priorities include an opportunity to acquire a profitable asset in an adjacent geographic location, expansion into a well-positioned market, potential service line growth and development in both locations and enhancement of prospects for maintaining long-term local control of HHCS. The Transaction is expected to be accretive from an operating standpoint and provide the HHC System with new opportunities for partnership with organizations in Tennessee and the growth of Alliant in the State of Tennessee.

Integration & Synergies

During the last five years, HHCS began implementing a regionalization strategy through the inception of a residency program, the Cancer Institute, HCI, addition of key service lines such as open heart surgery, an orthopedic ambulatory surgery center, HHC-Calhoun and an urgent care center in Catoosa County, Georgia. In addition, the HHC System substantially expanded its physicians by recruiting over 75 new providers since 2019. It is anticipated that the integrated System will be able to expand on these initiatives, provide more robust service offerings to patients in its service areas, minimize outmigration to larger metropolitan areas and improve the overall market share of the System. The System expects to achieve operational efficiencies around finance, supplies, revenue cycle, workforce, IT services, physician recruiting activities, legal services and other infrastructure areas.

HHCS expects to incur a variety of costs relating to the integration of the Cleveland Assets. One such cost involves the implementation of Epic at Bradley Medical Center. Epic, an electronic health record system that gives patients online access to their health records as well as the ability to manage appointments, pay bills and email non-emergency questions to their providers, is an important element of the HHC System and Hamilton Medical Center has already implemented Epic. To date, according to Epic, HHCS achieved one of the most successful recent go-lives, with cumulative payment variance performing in the top quartile of Epic go-lives.

HHCS expects to spend approximately \$56 million in Series 2024 Bond proceeds over a two-to-three-year period on information technology systems, infrastructure improvement and related capital equipment.

BRADLEY MEDICAL CENTER AND TENNESSEE OPERATIONS

Bradley Medical Center

Bradley Medical Center provides a variety of medical services through an experienced team of physicians and caregivers. The acute care campus contains 251 licensed beds and 149 staffed beds and contains a main hospital, a medical office building and six clinics. The behavioral health campus contains 100 licensed beds and a medical office building.

Bradley Medical Center offers a range of health care services, including a 7,000 square-foot, 24-hour emergency care unit. Services include:

Behavioral Health	Maternity Care
Critical Care Medicine	Neurology
Dermatology Services	Orthopedic Services
Diagnostic Imaging	Primary Care
Digestive Health	Rehabilitation Services
Ear, Nose and Throat Care	Respiratory Care
Emergency Care	Surgical Services
Eye Care	Urology

Heart Care	Vascular Medicine
Infectious Disease Care	Wellness Services
Kidney Disorders	Women's Health
Laboratory Services	Wound Care

Source: Tennova Healthcare–Cleveland Website

The following table shows the bed complement at Bradley Medical Center:

Medical/Surgical	260
Intensive Care	24
Neonatal Intensive Care	4
Obstetrical	18
Psychiatry	30
Nursery	15
Total	351

Accreditations and Awards

Bradley Medical Center has received recognition for the quality of patient service, including the following:

- American College of Cardiology Chest Pain Center with Primary PCI and Resuscitation
- The Joint Commission Acute Stroke Ready Hospital Certification
- The Joint Commission Total Hip and Total Knee Replacement Certification
- *Money Magazine* 2022 Best Maternity Hospitals
- Blue Distinction® Center+ for Maternity Care

Utilization Statistics

The following table sets forth selected utilization information for calendar year ended December 31, 2023, for the Bradley Medical Center/Cleveland Assets.

Admissions	9,680
Patient Days	47,560
Average Length of Stay	4.71
Medicare Case Mix Index	1.66
Total Surgeries	12,286
Births	877
Out Patient Visits	43,367
Clinic Visits	92,784
Emergency Room Visits	43,572
Total Full Time Equivalents	857

Medical and Other Staff

Physicians. In May 2024, there were 301 physicians on the active medical staff and 57 on consulting staff of Bradley Medical Center, with 39 medical specialties represented.

The following is a profile of Bradley Medical Center's medical staff, categorized by age.

Active Medical Staff by Age Year Ended December 31, 2023

Staff Members' Age in Years	% of Total Medical Staff	% of Admissions ¹
Under 36	7.09%	4.38%
36-40	13.51	6.16
41-45	18.24	24.20
46-50	15.20	5.43
51-55	12.16	21.11
56-60	13.51	29.96
Over 60	20.27	8.76
Total:	100%	100.0%

Note: Table may not foot due to rounding

¹ Including newborns

Nursing. As of November 30, 2023, there were 309 nursing FTEs at Bradley Medical Center. Of these, 253 are registered nurses who are directly involved in patient care, 19 are licensed practical nurses and there are approximately 80 FTEs which are surgical technicians, nursing assistants, and other support personnel. Clinical nurse specialists are employed in the emergency services, medical/surgical, critical care, maternity and neonatal areas to enhance nursing practice in these specialty areas.

The employee turnover rate in the nursing staff for the 8-months ended September 30, 2023 at Bradley Medical Center was approximately 11%, as compared to a national average of approximately 20.7% for acute care hospitals, during that period according to Nursing Solutions, Inc.

Other. As of November 30, 2023, there were approximately 175 FTEs at Bradley Medical Center within pharmacy, respiratory therapy, radiology, physical therapy, social services, etc. personnel and approximately 169 FTEs providing support services such as housekeeping, food services, laundry, maintenance, clerical, fiscal services, and other business and operational personnel.

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Patient Origin for Bradley Medical Center

The following is selected patient origin data for the Bradley Medical Center for calendar years 2022 and 2023.

County	Inpatient Discharges ¹	
	Percent of Total	
	2022	2023
Total Primary Service Area (Bradley County)	56.33%	56.98%
Total Secondary Service Area	39.65	40.51
Total Service Area ²	95.98	97.49
Total Other Patients ³	4.02	2.51
Total Primary, Secondary, and Other Service Area	100.00%	100.00%

¹Excludes Newborns

²Total Service Area includes the primary and secondary service area

³Total Other Patients includes all patients outside the primary and secondary service areas

Source: Tennova Healthcare–Cleveland

DEMOGRAPHIC INFORMATION CONCERNING SERVICE AREAS

The chart on the following page sets forth certain demographic information regarding the service areas of Hamilton Medical Center and Bradley Medical Center. See also the map identifying service areas under “INTRODUCTION” on page A-2.

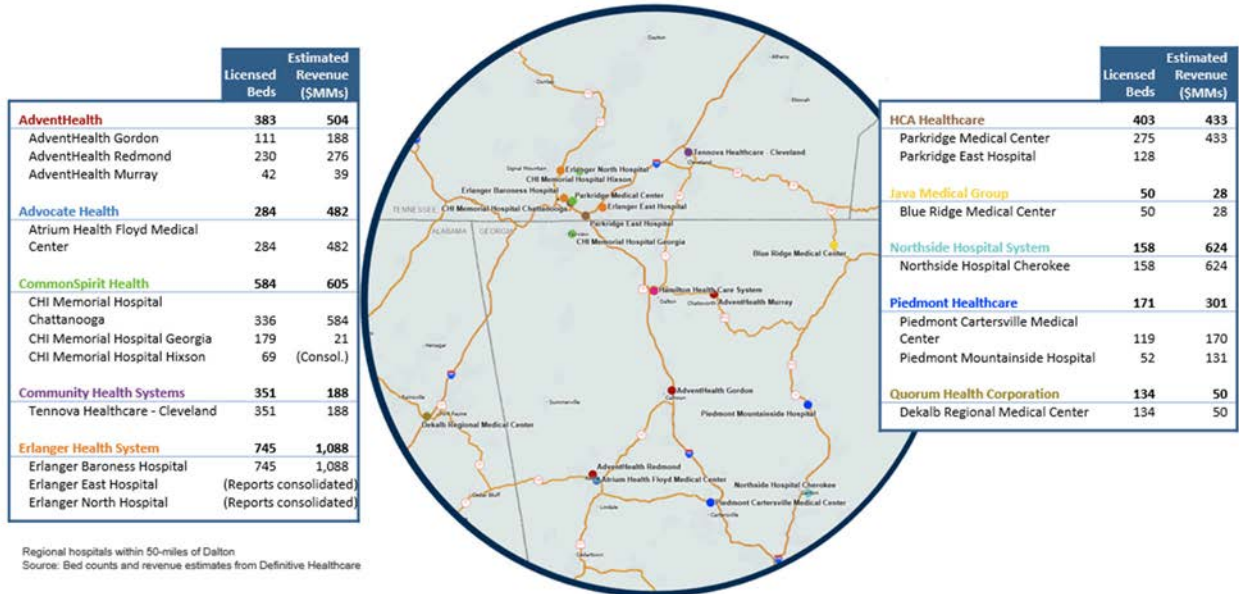
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County	Population	Median Household Income for 12 months (in 2022 dollars, 2018-2022)	Per Capita Income (in 2022 dollars, 2018- 2022)	Person in Poverty	Unemployment (2024 release - uses 2022 data)	Major Employers
<u>Hamilton Medical Center Primary Service Area</u>						
Whitfield	103,687	\$59,659	\$28,594	12.9%	3.8%	Shaw, Mohawk, Engineered Floors, Hamilton Health Care System, Whitfield County Schools, Q Cells
Murray	41,035	\$60,617	\$27,383	13.3%	4%	Comprehensive Logistics, Mohawk, Shaw, Cimbar, Murray County Schools, Universal Marketing Systems, AdventHealth
<u>Hamilton Medical Center Secondary Service Area</u>						
Catoosa	68,910	\$68,896	\$33,515	11.0%	2.7%	Shaw, Propex, Curbs Plus, Container Service Corp, Roller-Die, Five Star Vending
Gordon	59,757	\$57,555	\$29,787	11.5%	2.8%	Mohaw, Engineered Floors, Shaw, AdventHealth, Mannington, Gordon County Schools, Calhoun City Schools
<u>Bradley Medical Center Primary Service Area</u>						
Bradley	111,579	\$60,692	\$31,121	13.1%	3.6%	Whirlpool, Bradley County Schools, Peyton's Southeastern, Tennova, Jackson Furniture, Amazon, WACKER Polysilicon, Cleveland City Schools
<u>Bradley Medical Center Secondary Service Area</u>						
Hamilton	379,864	\$69,069	\$41,198	11.8%	3.4%	BCBS, Hamilton County Schools, Erlanger, Volkswagen, TVA, CHI Memorial, McKee Foods, Unum, City of Chattanooga, Amazon
McMinn	55,678	\$57,982	\$30,334	14.9%	4.0%	Denso Manufacturing, Heil Trailer International, Adient, McMinn County Schools
Meigs	13,691	\$59,434	\$26,843	16.6%	4.4%	Shaw, Storm Manufacturing, Meigs County Schools
Polk	18,033	\$53,775	\$30,400	15.4%	3.7%	Angiosystems, Polymer Components, Crystal Geyser Spring Water, Polk County Schools, Ocoee Regional Health Corporation
Rhea	33,924	\$55,568	\$26,678	14.4%	4.3%	Tennessee Valley Authority, La-Z-Boy, Robinson Manufacturing, Suburban Manufacturing, Rhea County

Data Sources: Census.gov, Countyhealthrankings.org/health-data, SEIDA.info/regional-profiles, Dalton-Whitfield Joint Development Authority, Walker County Development Authority, Catoosa County Economic Development Authority Northwest Georgia Joint Development Authority, Georgia Labor Market Explorer, Cleveland Bradley Economic Development Council, Chattanooga Chamber of Commerce

OTHER AREA HOSPITALS

The map below sets forth other hospitals in the area.



GOVERNANCE AND MANAGEMENT OF SYSTEM

Governing Body of HHCS

HHCS is governed by a Board of Trustees, of which there are presently 13 members. The Bylaws of HHCS provide that the Board of Trustees will consist of not less than nine members (with the precise number fixed by resolution of the members then in office), including the chairman, the vice chairman, the president, the secretary, and the treasurer of HHCS. The Bylaws of HHCS provide that members of the Board of Trustees of HHCS serve for staggered terms of office of three years and for an unlimited number of terms. Members of the Board of Trustees of HHCS are elected by a majority vote of the members of the Board of Trustees of HHCS then in office from nominees submitted by a nominating committee of three members appointed by the chairman of HHCS. The Board of Trustees of HHCS annually elects the executive officers of HHCS. Any two or more offices may be held by the same person, except the offices of chief executive officer and secretary.

The Bylaws of HHCS also provide that the chief executive officer and the chief operating officer, if any, of each of the controlled affiliates and indirect controlled affiliates will report to and be under the supervision and control of the chief executive officer of HHCS. The Board of Trustees of HHCS meets quarterly to determine policy and receive reports. Furthermore, the Finance and Audit Committee of the HHCS Board of Trustees meets monthly to review and approve financial reports, operating financial plans, capital expenditure requests, and other financial matters. The Finance and Audit Committee also approves the annual audit of the HHCS financial statements.

Information concerning the current members of the Board of Trustees of HHCS is set forth below.

Name and Title	Principal Occupation	Term Expires June 30
G. Lamar Lyle <i>Chairman</i>	President, Lyle Industries	2027
Robert M. Chandler <i>Vice Chairman</i>	Retired, VP Commercial Sales, Shaw Industries	2027
Bryan E. McAllister <i>Secretary/Treasurer</i>	Vice President of Finance, Brown Industries	2025
Jeffrey D. Myers <i>President/CEO</i>	President and CEO, HHCS	2026
Don W. Adcock	CEO, Adcock Financial Group, Inc.	2025
Charles N. Dobbins, Jr.	President, Dobbins Properties	2027
Robert K. Estes, Jr.	President, Estes & Walcott CPA Firm	2026
J. David Gregg	NWGA Market President, Bank OZK	2026
Michael C. Hartley, M.D.	Physician/Vascular Surgeon, HMC	2026
Eric E. Jensen, M.D.	Physician, Cornerstone Medical Group	2026
Gary A. Middleton	Market President, First National Community Bank	2025
John P. Neal, III	Director, The Anna Sue and Bob Shaw Foundation	2025
Henry C. Tharpe, Jr.	Partner, Tharpe Law Firm, LLC	2027

Executive Administration

President and Chief Executive Officer – HHCS – Jeffrey D. Myers (64), joined the organization as Chief Executive Officer in January 2010. For eight years prior, Mr. Myers served as President and Chief Executive Officer of HOA and Alliant. He has over 33 years of diverse management and leadership experience in healthcare administration including integrated delivery systems, hospitals, health plans, independent physician associations, and home health care. He holds a Bachelor of Science Degree in Public Administration from California State University in Fullerton, California.

President and Chief Executive Officer – HMC – Sandra D. McKenzie (61), joined the organization in July 2006. Prior to joining HHC System, Ms. McKenzie served as Vice President, Ancillary and Ambulatory Care Services at Hutcheson Medical Center in Fort Oglethorpe, Georgia. She holds a Bachelor of Science Degree in Respiratory Therapy from Georgia State University in Atlanta, Georgia and a Master's Degree in Business Administration from Southern Adventist University in Collegedale, Tennessee.

Executive Vice President and Chief Financial Officer – Julie A. Soekoro (59), joined the organization in November 2019. Prior to joining HHCS, Ms. Soekoro served as CFO at Grandview Medical Center in Birmingham, Alabama, and has over 20 years' chief financial officer experience in the investor-owned hospital sector. Ms. Soekoro, a Certified Public Accountant, holds a Bachelor of Science Degree in Business Administration from the University of Maryland. Ms. Soekoro began her career in public accounting.

Executive Vice President Operations and Provider Affiliates – Lisa K. Lovelace (58), joined the organization in March 2021. Prior to joining HHCS, Ms. Lovelace served as Assistant Chief Executive Officer/Chief Operating Officer at Tennova Healthcare in Cleveland, Tennessee and has over 20 years of practice management and hospital administration experience. Ms. Lovelace received her Bachelor of Science Degree in Business Administration from Tusculum University and Masters in Business Administration from

Southern Adventist University and an additional Master's of Science in Conflict Resolution & Negotiation from Lipscomb University. Commencing August 1, 2024, Ms. Lovelace will become the President and Chief Executive Officer of Bradley Medical Center. HHCS will eventually fill her current role.

Executive Vice President and Chief Legal Officer – Valerie K. Brantley, Esq. (43) joined the organization in January 2011 as Director of Risk Management and was appointed Vice President in July 2016. Prior to joining HHCS, Ms. Brantley was a litigation attorney with the law firm of Minor, Bell and Neal in Dalton, Georgia. Ms. Brantley holds a Bachelor of Arts Degree in English as well as a Juris Doctorate from the Walter F. George School of Law, both at Mercer University in Macon, Georgia.

Governing Bodies of Affiliates and Powers Reserved to HHCS

The entities affiliated with HHCS, including the Obligated Group Members, each have a separate board of trustees generally responsible for quality, safety, and service; community benefit; credentialing; and philanthropy. However, for all of these entities, the Board of Trustees of HHCS has the power to approve:

- major capital expenditures or the incurrence of indebtedness;
- amendments to the entity's articles of incorporation or bylaws;
- short-term and long-term capital and operating budgets;
- certain acquisitions, sales, transfers, or other dispositions of assets;
- reorganizations, mergers, consolidations, liquidations, dissolutions, and any voluntary filing of a petition in bankruptcy;
- appointments and reappointments to the boards; and
- decisions affecting clinical and service quality.

STRATEGY

General

As a part of assimilating Bradley Medical Center and Hamilton Medical Center, each facility will consider opportunities to expand and/or streamline services as appropriate. Providing care close to home will promote the patient-centered approach of a stellar healthcare system. Bradley Medical Center and Hamilton Medical Center will evaluate the services required to meet community needs. Each hospital possesses strengths in services offered, patient experience, process improvements and quality programs. Through collaboration with various stakeholders, leadership will evaluate each facility's strengths and develop an approach that will improve overall performance for the expanded healthcare system. Specific focus will be on the key strategic pillars of:

- Culture
- Regional Market Growth
- Quality and First Choice
- Talent Cultivation and Retention of Associates
- Stewardship, Operations and Financial Viability

Culture

Culture is the bedrock of the System and the key to the success of its strategic initiatives. Its signature culture program, 'The Heart of Hamilton,' sets the behavior expectations for all employees (associates), patients (guests), colleagues, and other stakeholders. As Bradley Medical Center is integrated into the System, HHCS will share the culture with new employees. By demonstrating these behaviors that promote trust, integrity, and inclusion,

each employee will play a vital role in improving guest experience, quality, and associate retention. This responsibility and core value will set both Bradley Medical Center and Hamilton Medical Center apart from competitors.

Regional Market Growth

HHCS has a clear vision for regional market growth and service line development. As HHCS moves forward, each market will execute on well-defined plans for the services offered. As Bradley Medical Center and Hamilton Medical Center integrate, the hospitals will work together to streamline plans and quality processes for patients in their respective markets and across the System. The acquisition of Bradley Medical Center is an opportunity for growth and efficiency, and offers the System opportunities to expand services and provide higher complexity of care due to greater demographic reach. Bradley Medical Center and Hamilton Medical Center will collaborate to identify needed access point expansion, service lines, and efficiency opportunities.

Quality and First Choice

Quality allows each hospital to compare best practices in quality initiatives, patient experience practices, and case management activities to improve readmissions and decrease hospital-acquired infections, enhance the safe patient experience, and improve service coordination through the care continuum.

Talent Cultivation and Retention of Associates

HHCS recognizes the significant need for employee and leadership development, training and mentoring, diversity, recruitment, and retention. Bradley Medical Center and Hamilton Medical Center will provide employees with the opportunity for program development through continuous educational programs. Hamilton Medical Center currently offers certified nursing assistant, emergency medical technician, and paramedic training. Bradley Medical Center provides registered nurse education opportunities through Jersey College, a 501(c)(3) nonprofit corporation, on-site at the hospital. Through the acquisition, these educational opportunities will also be promoted to employees at both hospitals. In addition, HHCS is committed to offering leadership development, mentoring, and continued employee retention activities.

Stewardship, Operations and Financial Viability

As with any acquisition of this magnitude, leadership understands the need to focus on financial stewardship and operational excellence. Leadership has developed business and service line plans to guide the activities and milestones of each business strategy. Reviewing business plans against performance promotes financial viability with each initiative.

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FINANCIAL INFORMATION FOR HHCS

The effective date of the Transaction post-dates the consolidated financial statements of HHCS in this Official Statement. Therefore, the assets, liabilities and financial results of the Cleveland Assets are not included in such consolidated financial statements.

Consolidated Statements of Operations

The following table presents a comparative summary of HHCS's consolidated statements of operations for the fiscal years ended September 30, 2021, 2022, and 2023. This information has been derived from the audited consolidated financial statements for HHCS for the years indicated and should be read in conjunction with the consolidated financial statements of HHCS included as APPENDIX B to the Official Statement.

The unaudited financial information for HHCS for the seven-month periods ended April 30, 2023 and 2024 were prepared by management of HHCS and, in the opinion of management, fairly present the consolidated results of operations of HHCS for such interim periods. The unaudited financial information for the seven-month period ended April 30, 2024 is not necessarily indicative of the financial results that will be achieved for the full fiscal year ending September 30, 2024.

The financial statements from which the information in the following table has been extracted include the affiliates of HHCS that are not members of the Credit Group upon the issuance of the Series 2024 Bonds. For each of the years ended September 30, 2021 through 2023, the affiliates who are not members of the Credit Group represented 15% or less of the consolidated net assets reported on the financial statements of HHCS (including its affiliates) for such period.

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Consolidated Statements of Operations for HHCS
(dollars in thousands)

	Fiscal Years Ended September 30 (audited)			7-Month Period Ended April 30, 2023 (unaudited)	7-Month Period Ended April 30, 2024 (unaudited)
	2021	2022	2023		
Patient service revenue, net	\$366,042	\$423,393	\$451,262	\$261,615	\$270,983
Investment income (loss)	99,828	(72,631)	41,530	50,348	47,866
Other operating revenue ¹	36,573	27,181	31,251	11,696	33,249
Total revenues, gains and other support	502,443	377,943	524,043	323,659	352,098
Expenses:					
Salaries, wages and benefits	216,190	232,703	257,185	146,323	160,186
Supplies and utilities	75,904	85,899	93,711	55,452	52,213
Purchased services	32,103	34,120	31,376	18,372	21,628
Other	28,117	33,425	34,763	20,097	24,715
Professional fees	12,506	14,659	18,012	11,250	9,620
Depreciation and amortization	23,752	26,049	27,751	16,408	18,430
Interest	5,863	5,984	7,713	4,459	4,489
Total expenses	394,435	432,839	470,511	272,361	291,281
Income from operations, before minority interest	108,008	(54,896)	53,532	51,298	60,817
Minority interest	—	—	575	445	(907)
Income from operations	108,008	(54,896)	54,107	51,743	59,910
Non-operating revenue	103	1,685	388	558	210
Excess (deficit) of revenues over expenses	\$108,111	\$ (53,211)	\$ 54,495	\$ 52,301	\$ 60,120

¹ Includes revenue received by Hamilton Medical Center from the Indigent Care Trust Funds established by the Dalton-Whitfield County Hospital Authority for providing health care for indigent residents of Whitfield County, Georgia (including the City of Dalton) in the following amounts: fiscal year 2021 - \$4.0 million; fiscal year 2022 - \$0.0 million; fiscal year 2023 - \$0.0 million.

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Consolidated Balance Sheets for HHCS

The table on the following page presents a comparative summary of HHCS consolidated balance sheets as of September 30, 2021, 2022 and 2023. This information has been derived from the audited consolidated financial statements for HHCS for the years indicated and should be read in conjunction with the consolidated financial statements of HHCS included as APPENDIX B to this Official Statement.

The unaudited consolidated balance sheet for HHCS as of April 30, 2024 was prepared by management of HHCS and, in the opinion of management, fairly presents the financial position of HHCS as of such date. The unaudited consolidated balance sheet as of April 30, 2024 is not necessarily indicative of HHCS's financial position as of September 30, 2024.

The financial statements from which the information in the following table has been extracted include the affiliates of HHCS that are not members of the Credit Group upon the issuance of the Series 2024 Bonds. For each of the years ended September 30, 2021 through 2023, the affiliates who are not members of the Credit Group represented 15% or less of the consolidated net assets reported on the financial statements of HHCS (including its affiliates) for such period.

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Consolidated Balance Sheets for HHCS

	As of September 30 (audited)			As of
	2021	2022	2023	April 30, 2024 (unaudited)
Assets				
<u>Current:</u>				
Cash and cash equivalents	\$ 27,363,236	\$ 22,174,289	\$ 33,650,738	\$ 28,524,527
Resident trust account	243,275	159,848	128,024	128,024
Patient accounts receivable	41,640,659	51,678,989	50,944,915	72,046,218
Inventories	6,879,698	6,604,965	8,014,225	8,779,112
Other assets	16,375,768	11,780,836	12,835,915	15,836,595
Total current assets	92,502,636	92,398,927	105,573,817	125,314,476
Pledges receivable, net	4,559,077	3,851,417	3,891,894	1,163,315
<u>Investments</u>				
Marketable securities	615,397,007	541,614,119	549,133,001	583,105,281
Board designated endowment fund	14,781,621	13,150,761	14,119,212	15,285,283
Board designated deferred compensation	2,577,070	2,155,428	2,386,396	2,616,187
Land	2,238,912	2,238,912	2,238,912	2,238,912
Total investments	634,994,610	559,159,220	567,877,521	603,245,663
<u>Assets limited as to use:</u>				
Under trust agreement for liability claims	16,062,275	14,174,540	15,300,434	16,657,550
Series 2017 project fund	14,442,562	—	—	—
Charitable trusts	889,028	621,003	610,908	633,220
Restricted by donor	99,042	7,369,576	20,782,497	425,437
By U.S. Department of Housing and Urban Development	573,729	512,955	533,974	548,377
Total assets limited as to use	32,066,636	22,678,074	37,227,813	18,264,584
Investments restricted by donor	672,462	595,152	637,389	691,118
<u>Property, plant and equipment:</u>				
Land and improvements	42,323,061	44,900,462	44,665,944	49,622,099
Buildings and improvements	340,070,974	363,774,713	381,115,812	388,837,743
Equipment	232,365,223	244,032,218	255,710,011	259,594,249
Construction in progress	18,436,650	13,505,696	55,877,288	77,286,614
Total property, plant and equipment	633,195,908	666,213,089	737,369,055	775,340,705
Less: Accumulated depreciation	(313,339,653)	(338,265,088)	(365,286,127)	(383,693,489)
Property, plant and equipment, net	319,856,255	327,948,001	372,082,928	391,647,216
Investment in Health One Alliance	60,215,557	54,293,327	54,276,212	52,386,000
Other long-term assets	1,523,300	4,531,610	5,900,819	5,992,000
Right-of-use assets – operating leases	4,351,295	3,760,070	3,846,536	3,846,813
Total Liabilities and Net Assets	\$1,150,741,828	\$1,069,215,798	\$1,151,314,929	\$1,202,551,185
Liabilities and Net Assets				
<u>Current</u>				
Current maturities of long-term debt	\$ 5,709,224	\$ 6,010,675	\$ 6,327,187	\$ 6,328,099
Accounts payable	24,097,789	20,842,799	30,392,244	22,184,584
Medicare advance payment liability	26,625,535	—	—	—
Deferred revenue	—	—	—	—
Accrued liabilities	15,762,770	15,771,615	18,778,787	21,372,659
Total current liabilities	72,195,318	42,625,089	55,498,218	49,885,342
Deferred support	708,199	829,459	770,147	735,383
Deferred compensation	261,151	178,748	99,107	50,400
Resident deposits	3,496,428	4,283,696	4,648,105	4,797,625
Accrued liability claims and other	9,230,404	11,773,668	12,010,469	13,143,011
Operating lease liability, net current portion	3,691,338	3,045,507	3,078,759	3,114,245
Long-term debt, net of current maturities	191,098,125	183,481,131	177,260,415	177,237,054
Total liabilities	280,680,963	246,217,298	253,365,220	248,963,060
<u>Net Assets</u>				
Without donor restrictions	863,203,564	809,812,133	871,592,685	931,712,422
With donor restrictions	6,857,301	13,186,367	26,357,024	21,875,703
Total net assets	870,060,865	822,998,500	897,949,709	953,588,125
Total Liabilities and Net Assets	\$1,150,741,828	\$1,069,215,798	\$1,151,314,929	\$1,202,551,185

Management Discussion

Seven-Month Period Ended April 30, 2024 compared to Seven-Month Period Ended April 30, 2023

Income from operations for the seven-months ended April 30, 2024 was \$59,910,000 compared to \$51,743,000 for the comparable period in 2023. Excluding investment results, income from operations of \$12,044,000 for the seven months ended April 30, 2024 compared favorably to \$1,395,000 for the seven months ended April 30, 2023. The increase relates mainly to an increase in net patient revenue, as well as Georgia Directed Payment Program revenue for the seven months ended April 30, 2024 of \$11,861,000. Operating expenses through April 30, 2024 increased by 6.9% compared to the comparable period in 2023 due primarily to additional costs in salaries due principally to increase in staffing related to additional volume and to support implementation and launch of Epic, purchased services, and consulting fees related to the proposed acquisition of the Cleveland Assets.

Fiscal Year Ended September 30, 2023 compared to Fiscal Year Ended September 30, 2022

Inpatient days decreased less than 1% from 42,989 in 2022 to 42,644 in Fiscal Year 2023. This decrease is related to a focus on driving down inpatient length of stay while increasing admissions, which were more than Fiscal Year 2022 by 5.4%. Most outpatient services categories were higher in Fiscal Year 2023, including increases of 16.5% in observation days, 5.8% in emergency care visits and 5.8% in other outpatient visits.

Income from operations in Fiscal Year 2023 was \$54,106,000 compared to loss from operations of \$54,896,000 in Fiscal Year 2022. Excluding investment results, Fiscal Year 2023 income from operations of \$12,576,000 compared unfavorably to \$17,735,000 in Fiscal Year 2022. The decrease relates mainly to a decrease in Fiscal Year 2023 compared to 2022 in COVID-19 grants and provider relief funds. Operating expenses increased by 8.7% in Fiscal Year 2023 including additional costs in salaries to support implementation of Epic, supplies and utilities related to volume and utility cost increases, and professional fees.

Unrestricted cash and investments increased in 2023 to over \$602 million, compared to \$581 million in Fiscal Year 2022.

Fiscal Year Ended September 30, 2022 compared to Fiscal Year Ended September 30, 2021

Inpatient days increased 4.8% from 41,023 in Fiscal Year 2021 to 42,989 in Fiscal Year 2022 related mainly to a resurgence in volume after the COVID-19 pandemic. Additionally, volume increased by 9.4% in emergency care visits and 6.8% in other outpatient visits.

Loss from operations in Fiscal Year 2022 was \$54,896,000 compared to income from operations of \$108,008,000 in Fiscal Year 2021. Excluding investment results, Fiscal Year 2022 income from operations of \$17,735,000 compared favorably to income from operations of \$8,180,000 in Fiscal Year 2021. The increase relates mainly to additional patient revenue of \$57,351,000, an increase of 15.7%, partially offset by a decrease in Fiscal Year 2022 compared to Fiscal Year 2021 in COVID-19 grants and provider relief funds. Operating expenses increased by 9.7%.

Unrestricted cash and investments decreased in Fiscal Year 2022 to over \$581 million, compared to \$662 million in Fiscal year 2021, related to market value decreases in long-term investments.

Payor Mix

Historically, the major portion of HHCS's patient service revenue has been received from third-party payment and insurance programs. It is anticipated that this trend will continue. HHCS maintains agreements with the Federal Government under the Medicare program, the States of Georgia and Tennessee under the Medicaid program, commercial insurance carriers, and certain managed care programs that govern payment to HHCS for services rendered to patients covered by these programs.

The following table sets forth the percentage distribution of HHCS's gross patient service revenue by payor source.

	Fiscal Years Ended September 30,		
	2021	2022	2023
Medicare	49%	51%	52%
Medicaid	12	13	12
Commercial insurance	26	25	25
Self-Pay	11	9	8
Other	2	2	3
	<u>100%</u>	<u>100%</u>	<u>100%</u>

SELECT FINANCIAL INFORMATION FOR THE CLEVELAND ASSETS

HHCS IS PURCHASING THE CLEVELAND ASSETS FROM A FOR-PROFIT ENTITY WITH DIFFERENT FINANCIAL REPORTING PRACTICES. FINANCIAL AND OPERATING INFORMATION FOR THE CLEVELAND ASSETS IS NECESSARILY LIMITED, UNAUDITED, AND DERIVED BY MANAGEMENT FROM INFORMATION PROVIDED BY THE SELLERS.

See the discussion appearing below under "COMBINED PRO FORMA SUMMARY FINANCIAL INFORMATION" for information concerning the unaudited financial information with respect to the Cleveland Assets.

Payor Mix

The following table sets forth the percentage distribution of the Cleveland Assets' gross patient service revenue by payor source for calendar year 2023. The following table may not foot due to rounding.

Medicare	53.8%
Medicaid	12.4
Commercial insurance	24.0
Other	4.2
Self-Pay	6.1
Workers Compensation	<u>0.5</u>
	<u>100%</u>

Tennessee Directed Payment Program

The State of Tennessee Medicaid program has a Directed Payment Program ("DPP") that is going through the State and federal planning and review processes. The DPP presents a potential significant source

of annual revenue for Bradley Medical Center. While the full financial impact of the DPP is unknown, the year one impact for Bradley Medical Center is projected to be in the range of \$10 to \$20 million. The amount ultimately received may be higher or lower based on the model adopted by the State of Tennessee, and, if lower, could be material. There is no assurance as to any specific amount to be received by Bradley Medical Center from the DPP. There is no assurance that the DPP, if approved and finalized, will remain in place for any particular period of time or that the formula used to calculate and distribute the DPP payments will remain consistent. Amounts for future fiscal years are much harder to forecast given matters associated with State and federal budgets, which are subject to political issues, economic factors and other considerations that cannot be predicted at this time.

As part of the Transaction, the Buyers agreed to pay the Sellers a multiple of the first annual net DPP payment received by Buyers, which amount shall be calculated and paid by Buyers following the approval of the reimbursement changes by CMS (the “*Buyers’ DPP Payment*”). The Buyer’s DPP Payment amount may be material. The Buyers’ DPP Payment (if any) will be due and payable prior to Buyers’ actual receipt of the first DPP payment. In light of the uncertainty surrounding the DPP, the Buyers’ DPP Payment is subject to reconciliation between Buyers and Sellers, with a final reconciliation to occur no later than the fourth annual anniversary of Buyers’ DPP Payment. If the DPP is delayed or not approved within two years following the closing of the Transaction, then the Buyers will not have any obligation to make the Buyers’ DPP Payment. After the Buyers’ DPP Payment, Bradley Medical Center expects to receive annual payments from the DPP for the extent of the DPP. In addition, see “DEBT STRUCTURE OF THE OBLIGATED GROUP – Short Term Debt.”

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COMBINED PRO FORMA SUMMARY FINANCIAL INFORMATION

The acquisition of the Cleveland Assets post-dates the financial information of the HHC System in this Official Statement; therefore, the related assets and liabilities of the Cleveland Assets are not included in the HHC System as of April 30, 2024, or any prior date, and the results of operations of the Cleveland Assets are not included in the operating results of the HHC System for the period ended April 30, 2024, or any prior period. The Transaction will be accounted for as an acquisition in accordance with applicable accounting standards. The initial accounting for that acquisition is unaudited. No inherent contribution has been recorded. Approximately \$160 million of consideration will be paid by the HHC System to acquire the Cleveland Assets.

The following table is a pro forma summary of combined financial position for the System, as of April 30, 2024, assuming that the Transaction occurred on April 30, 2024, including the assets and liabilities acquired as part of the Transaction, as well as related purchase accounting in balance sheet entries as of April 30, 2024. This pro forma summary as of April 30, 2024, is unaudited, but includes all adjustments that management of HHC System considers necessary to present such information in conformity with generally accepted accounting principles.

The pro forma financial position as of April 30, 2024 assumes that approximately (i) \$160 million of Series 2024A Bond proceeds are used to fund the acquisition of the Cleveland Assets and paid to the Sellers, (ii) an additional \$56 million of Series 2024A Bond proceeds are used to fund additional capital needs relating to the acquired Cleveland Assets within the 36-month period following the Series 2024 Bonds closing date, and (iii) \$82 million of Series 2024B Bond proceeds are used for refunding purposes. See the discussion appearing under the caption “PLAN OF FINANCE” the front part of this Official Statement. The funds to support future capital expenditures relating to the Cleveland Assets are included within the Other LT Assets figure shown in the table below. The proceeds of the refunding bonds corresponds, in like amount, to a reduction in the Long-Term Debt figure shown in the table below, reflecting the repayment or defeasance of prior debt. The pro forma financial position as of April 30, 2024 does not include a potential line of credit which may be issued in the future and would be directly tied to the repayment of the DPP for the Cleveland Assets given the uncertainty of timing related to both the directed payments and issuance of this credit line. Any potential changes tied to the refunding of HHCS’s existing debt position have not been included in the pro forma financials below.

All of the preliminary values carried over for the acquired Cleveland Assets reflect valuation analysis and purchase price allocation work performed as of June 10, 2024, whereas HHC System financial information is as of April 30, 2024, without update.

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Pro Forma System Unaudited
Summary of Combined Financial Position as of April 30, 2024
(dollars in thousands)

Assets	
Unrestricted Cash & Equivalents	\$28,525
Patient Accounts Receivable	72,046
Inventories	13,056
Other Current Assets	17,832
Total Current Assets	\$131,458
Unrestricted Investments	598,391
Other LT Assets (incl. Trustee held funds)	185,385
Long-Term Assets (Excluding PP&E)	783,775
Depreciable Property	882,711
Accumulated Depreciation	(383,693)
Net PP&E	499,017
Total Assets	\$1,414,251
Liabilities	
Current Maturities of Long-Term Debt	\$ 6,328
Accounts Payable & Accrued Expenses	23,885
Other Current Liabilities	21,373
Total Current Liabilities	51,585
Existing Long-Term Debt	95,132
Series 2024 Bonds	279,855*
Other Long-Term Liabilities	21,841
Total Long-Term Liabilities	396,828
Unrestricted Net Assets	931,712
Restricted Net Assets	21,876
Minority Interest	0
Total Net Assets	953,588
Total Liabilities and Net Assets	\$1,402,001

Note: Trustee held fund balances include net original issue premium proceeds of the Series 2024 Bonds. Table does not foot due to rounding and inclusion of net original issue premium proceeds in trustee-held account balances and exclusion of premium in Series 2024 Bonds liability line item.

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* Series 2024 Bonds figure reflects original principal amounts on the date of issue.

The following table summarizes the results of operations of the Cleveland Assets for the 12-month period ended September 30, 2023. The information provided is unaudited and based upon financial and operating information provided to HHC System management which has been reviewed and evaluated, but which cannot be verified and confirmed consistent with the practices and procedures used by HHC System management with respect to HHC System financial and operating information presented elsewhere in this Appendix A. Related audited financial statements are not available. Prior to consummation of the Transaction, the Cleveland Assets were owned and operated by a for-profit entity unrelated to the HHC System. HHC System management cannot reliably quantify the impact of corporate overhead historically allocated to the Cleveland Assets or the impact of the prior management team on historical operations or profitability.

**Revenues, Expenses and Operating EBIDA for the
12-Month Period Ended
September 30, 2023 (unaudited)**
(dollars in thousands)

	<u>Cleveland Assets</u>
Net Patient Revenue	\$181,232
Other Operating Revenue	1,103
Total Revenues	182,335
Salaries & Benefits	84,912
Supplies	28,909
Other Operating Expenses (Excl. D&A)	52,773
Total Operating Expenses	\$166,594
Operating EBIDA	\$15,741
Operating EBIDA %	8.6%

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The following table summarizes the results of operations of the Cleveland Assets for the seven-month period ended April 30, 2024. The information provided is unaudited and based upon financial and operating information provided to HHC System management which has been reviewed and evaluated, but which cannot be verified and confirmed consistent with the practices and procedures used by HHC System management with respect to HHC System financial and operating information presented elsewhere in this Appendix A. Related audited financial statements are not available. Prior to consummation of the Transaction, the Cleveland Assets were owned and operated by a for-profit entity unrelated to the HHC System. HHC System management cannot reliably quantify the impact of corporate overhead historically allocated to the Cleveland Assets or the impact of the prior management team on historical operations or profitability.

**Revenues, Expenses and Operating EBIDA for the
Seven-Month Period Ended
April 30, 2024 (unaudited)**
(dollars in thousands)

	<u>Cleveland Assets</u>
Net Patient Revenue	\$116,289
Other Operating Revenue	574
Total Revenues	116,863
Salaries & Benefits	50,962
Supplies	17,753
Other Operating Expenses (Excl. D&A)	32,880
Total Operating Expenses	\$101,595
Operating EBIDA	\$15,268
Operating EBIDA %	13.1%

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KEY PRO FORMA FINANCIAL RATIOS

The table below indicates certain key pro forma liquidity and coverage ratios for the combined System.

	As of April 30, 2024
Liquidity	
Unrestricted cash and investments ⁽¹⁾	\$631,770
Daily cash operating expenses ⁽²⁾	\$1,624
Days Cash on Hand ⁽³⁾	389

⁽¹⁾ Derived from the table “Total Cash and Investments” contained on A-33.

⁽²⁾ Represents total operating expenses minus depreciation, adjusted for number of days in the period.

⁽³⁾ Calculated in accordance with the Master Indenture definition of “Days Cash on Hand.” See APPENDIX D.

HHCS is acquiring no cash or meaningful liquid investments from the Sellers, accordingly, the above table does not show HHCS’s actual Days Cash on Hand as of the date indicated, but rather, the pro forma Days Cash on Hand assuming the HHCS was operating the Cleveland Assets on such date.

	Seven-Month Period Ended April 30, 2024 (Annualized)
Debt Service Coverage	
Income Available for Debt Service ⁽¹⁾	\$104,632
Maximum Annual Debt Service (“MADS”) ⁽²⁾	\$9,477
MADS Debt Service Coverage Ratio	11.04
Pro Forma MADS ⁽³⁾	\$22,807
Pro Forma MADS Debt Service Coverage Ratio	4.59

Note: Table assumes simple annualization of seven-month period ended April 30, 2024 Income Available for Debt Service for calculation of year-to-date Historical Debt Service Coverage Ratio and year-to-date MADS Debt Service Coverage Ratio and the Pro Forma MADS Debt Service Coverage Ratio. There can be no assurance as to full fiscal year 2024 financial performance and investors should not assume annualized seven-month period ended April 30, 2024 performance will represent the ultimate results of fiscal year 2024.

⁽¹⁾ Calculated in accordance with the Master Indenture definition of “Income Available for Debt Service.” See APPENDIX D. Income available for debt service for the period ending April 30, 2024 indicated divided by actual debt service for the fiscal year.

⁽²⁾ Assumed level payment on current outstanding debt of the Obligated Group as of the date of the Official Statement. Assumes existing bonds issued on behalf of HHCS are amortized over 30 years at the applicable Bond Buyer Index rate (4.36%) as of April 30, 2024. (This is one of the methods for calculating “Maximum Annual Debt Service” under the Master Indenture.)

⁽³⁾ Assumed level payment on pro forma outstanding debt of the Obligated Group, including the Series 2024 Bonds, as described in of the forepart of the Official Statement. (See the table “Pro Forma Debt of Obligated Group” herein), amortized over 30 years at the applicable Bond Buyer Index rate (4.36%) as of April 30, 2024. (This is one of the methods for calculating “Maximum Annual Debt Service” under the Master Indenture.)

INVESTMENTS

HHCS had cash and cash equivalents and investments (excluding self-insurance investments) at April 30, 2024 as follows:

Total Cash and Investments *(dollars in thousands)*

Cash and cash equivalents	\$ 28,524,527
Investments	<u>603,245,663</u>
Total cash and investments without donor restrictions	<u>631,770,190</u>
 Donor restricted cash and investments	 <u>18,955,702</u>
Total cash and investments	<u><u>\$650,725,892</u></u>

HHCS manages its investment portfolio to provide a reliable flow of funds for operating and capital budgets, to increase that flow of funds at least as rapidly as the rate of inflation in the cost of the goods and services used by HHCS, and to maintain a high proportion of liquid assets. As of March 31, 2024, the investment portfolio was highly liquid, with 76% of total investments possessing monthly liquidity, including 58% of total investments possessing daily liquidity.

Cash and Investments Allocation

Cash and cash equivalents	1%
Fixed income	25%
Equity	45%
Alternative investments / other	<u>29%</u>
 Total	 <u><u>100%</u></u>

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DEBT STRUCTURE OF THE OBLIGATED GROUP

Outstanding Master Indenture Secured Debt

After giving effect to the issuance of the Series 2024 Bonds and the financing plan, the Obligated Group will have the following outstanding debt secured by the Amended and Restated Master Indenture:

Debt of Obligated Group⁽¹⁾

	Outstanding Principal Balance	Final Maturity Date
Series 2024A Bonds	\$205,230,000	August 15, 2054
Series 2024B Bonds	74,625,000	August 15, 2042
Bank of America Line of Credit (see below)	0	July 24, 2025
Series 1996 Bonds	7,845,000	August 15, 2026
Series 2017 Bonds	90,000,000	August 15, 2048
Total	\$377,700,000	

(1) Assumes refunding of the Refunded Bonds. All debt is fixed rate, except the Bank of America Loan. Outstanding principal balance is as of the date of delivery of the Series 2024 Bonds.

On July 25, 2024, HHCS will enter into a revolving line of credit with a commitment amount equal to \$160,000,000 (the “*Bank of America Line of Credit*”) for general corporate purposes. On the date of delivery of the Series 2024 Bonds, the outstanding principal amount thereof is expected to be \$0 and the commitment amount will be reduced to \$50,000,000. The Bank of America Line of Credit is based on the SOFR index.

Other Long Term Debt and Guarantee

Other long-term debt not secured by the Amended and Restated Master Indenture is set forth under note captioned “LONG-TERM DEBT” in the financial statements included in APPENDIX B.

Short-Term Debt

The Obligated Group will not have any outstanding short-term debt when the Series 2024 Bonds are issued, except for the possible Bank of America Term Loan discussed above.

Anticipated Debt

HHCS expects to enter into an approximately \$90,000,000 taxable revolving line of credit (the “*Line of Credit*”) for the purposes of purchasing from the Sellers the DPP amount associated with the Cleveland Assets (see “SELECTED FINANCIAL INFORMATION FOR THE CLEVELAND ASSETS – Tennessee Directed Payment Program”). The Line of Credit covenants are expected to mirror the covenants set forth in the Amended and Restated Master Indenture.

The Obligated Group does not presently expect to incur any additional debt other than in the ordinary course of business during the next two years. This expectation could change as a result of changes in market conditions or HHCS’s assessment of strategic options or the need for new or additional health care facilities or services. HHCS pursues affiliations, acquisitions and consolidations from time to time. Such transactions may involve the incurrence or assumption of additional Obligated Group debt.

CYBERSECURITY

HHCS maintains a robust Information Security Department to lead the enterprise cybersecurity posture by maintaining appropriate standards and protocols. The Information Security Department is integrated into the System's corporate compliance, risk management, information technology, and supply chain third parties. The Information Security Department is also a contributing entity with CISA, Homeland Security, and other industry, State, and Federal cybersecurity cohorts. By reviewing and reporting on technology-based issues as well as cybersecurity risks, protection, and mitigation, the Information Security Department maintains a robust and aggressive set of cutting-edge technology solutions, protocols, and practices designed to maintain an integrated layered system of detection, protections, and autonomous automated response. The Information Security Department includes a full-time staff of professionals that safeguard and provision end user access to computer systems, maintain computer systems patch levels, conduct continuous audits, tests and drills.

The Information Security Department also reviews the recovery and communication plans for any unplanned outage or security incidents including a breach. HHCS also periodically conducts information technology ("IT") Security breach drills and audits led by a national cybersecurity consulting firm that involve the organizational Incident Command Center. The results of drills and audits are reported to the Compliance Committee and on to the Board of Trustees.

The cybersecurity program is designed to control IT and data risks, through controls and procedures, including high level review of the threat landscape facing HHCS and the system's strategy to mitigate cybersecurity risks and potential breaches.

As part of its cybersecurity efforts, HHCS screens each vendor that manages or accesses patient health information to ensure that each firm's security practices and controls meet industry standards. HHCS leverages isolation solutions coupled with regular mandatory training to its employees in thwarting phishing email and website attacks.

EMPLOYEES, EMPLOYEE RELATIONS AND LABOR ORGANIZATIONS

Associates at Bradley Medical Center will be immediately incorporated into the System in several ways:

- HHCS will hold a series of town halls to introduce the new employees to the HHC System employees and provide an overview of shared goals and values. These sessions will facilitate open dialogue, allowing both existing and new employees to ask questions, voice their thoughts, and begin building relationships.
- HHCS created a detailed onboarding checklist to ensure that all new employees have a clear and structured path to integration.
- Building strong, departmental relationships is crucial. HHCS will organize meet-and-greet sessions where employees can interact, discuss their roles, and explore opportunities for collaboration.
- HHCS is committed to offering ongoing support throughout this integration process. Regular check-ins will be conducted to gather feedback from new employees, ensuring that any concerns are addressed promptly. HHCS's human relations team will remain available to assist with any questions or needs that arise during this transition.

HMC employed a total of 799 full-time nursing services personnel as of September 30, 2023. During the fiscal year ended September 30, 2023, HMC utilized an average of 62 additional FTE contract personnel per week from nursing agencies and experienced an annual nursing staff turnover rate of 15.04%. HHCS employs a total of 2,993 employees as of June 2024. At the time of integration with HHC System, Bradley

Medical Center and Bradley Physician Services will employ approximately 1,221 employees, with 321 of such employees being full time nursing services personnel.

Approximately 44.6% of HHCS's registered nurses have a Bachelor of Science or Master's degree in Nursing. Both Hamilton Medical Center and Bradley Medical Center offer professional development, continuing education programs, and other learning opportunities in order to recruit and retain their respective nursing staffs. Among the programs offered are advanced practice for Registered Nurses, Licensed Practical Nurses, and Nursing Assistants; scholarship programs; and universal clinical affiliations for nurses.

Affiliations with several nursing schools include:

- Dalton State College
- Lee University
- Georgia Northwestern Technical College
- Southern Adventist University
- Cleveland State Community College
- Chattanooga State Community College
- University of Tennessee at Chattanooga

Additionally, students pursuing a variety of healthcare professions at a number of area colleges and universities have the opportunity to gain clinical experience at a System facility.

None of the employees of the System are represented by labor organizations or is covered by collective bargaining agreements, and management of the HHC System is not aware of any union organizing efforts at the present time. Management of the HHC System believes that employee relations are good.

EDUCATIONAL PROGRAMS

HHCS provides educational programs, including continuing education programs for its medical staff, nursing staff, and other healthcare professionals. Hamilton Medical Center has an onsite certified nurse assistant program as well as EMT and Paramedic programs that are available to employees as well as community members seeking certifications in these areas.

COMMUNITY PROGRAMMING AND PARTNERSHIPS

HHCS supports the community through several patient education programs to support continued health. HHCS offers childbirth classes, diabetes management and healthy heart programs across the northwest Georgia area.

EMPLOYEE RETIREMENT PLANS

Under a 403(b) matching plan, HHCS matches 100% of employee contributions up to 5% of salary. Full-time employees are eligible if they are 21 years of age and have at least one year of continuous service. Expense associated with the retirement plans was \$6,855,359 and \$5,510,727 for fiscal years ended September 30, 2023 and 2022, respectively. After the Transaction, Bradley Medical Center employees will receive the same employee retirement plan benefits as current HHC System employees.

For further information about the plans, see the notes to the audited consolidated financial statements of HHCS included in APPENDIX B.

INDIGENT AND CHARITY CARE

HHC System provides indigent and charity care without charge or at reduced rates to qualified patients. The amount of this care has increased in recent years in concert with increases in gross patient revenue, which are expected to continue into the future due to projected growth in volume. A large portion of this indigent and charity care results from emergency room admissions. HHCS maintains records to identify and quantify the level of indigent and charity care it provides, which includes the amount of foregone charges for services and supplies furnished pursuant to its indigent and charity policies. Future impacts to the amount of indigent and charity care may be adversely impacted by changes in the general economic conditions in the market, which may cause indigent and charity care to grow at rates greater than the expected growth in overall volume.

The approximate amounts of indigent and charity care provided by HHCS, based on foregone charges, and the percentage of gross revenues represented by indigent and charity care charges for the fiscal years ended September 30, 2022 and 2023 and the seven-month period ended April 30, 2024 are set forth below.

Analysis of Indigent and Charity Care (dollars in thousands)

	<u>Fiscal Years Ended September 30,</u>		<u>Seven-month Period Ended April 30, 2024</u>
	<u>2022</u>	<u>2023</u>	
Charity/Indigent Care Charges	\$73,046,267	\$79,831,065	\$47,477,442
Percentage of Gross Revenues	4.6%	4.6%	4.6%

LITIGATION

The entities that comprise the System are involved in litigation and other regulatory proceedings common in the healthcare industry. Management estimates that these matters will be resolved without a material adverse effect on the future financial position or results of operations of the System.

INSURANCE

The System carries liability insurance for the types of claims and in amounts that are customary for similar enterprises. The System also carries cyber and property damage insurance on buildings and other physical assets.

LICENSURE, ACCREDITATION AND PROFESSIONAL MEMBERSHIPS

Hamilton Medical Center is licensed by the State of Georgia Department of Human Resources Health Facilities Licensure and Certification Unit. Bradley Medical Center is licensed by the State of Tennessee Health Facilities Commission.

Hamilton Medical Center and Bradley Medical Center are both approved for participation in the Medicare and Medicaid reimbursement programs. Additionally, both are fully accredited by the Joint Commission.

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APPENDIX B

**CONSOLIDATED FINANCIAL STATEMENTS
OF HAMILTON HEALTH CARE SYSTEM, INC.**

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Consolidated Financial Statements

Hamilton Health Care System, Inc.

Years Ended September 30, 2023 and 2022

HAMILTON HEALTH CARE SYSTEM, INC.

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INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of
Hamilton Health Care System, Inc.

Opinion

We have audited the consolidated financial statements of Hamilton Health Care System, Inc. (the System), which comprise the consolidated balance sheet as of September 30, 2023, and the related consolidated statements of changes in net assets, operations, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the System as of September 30, 2023, and the results of its operations, changes in net assets, and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the System and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The consolidated financial statements of the System for the year ended September 30, 2022, were audited by another auditor who expressed an unmodified opinion on those statements on January 23, 2023.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the

preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the System's ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the System's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the System's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PYA, P.C.

Knoxville, Tennessee
January 24, 2024

HAMILTON HEALTH CARE SYSTEM, INC.



AUDITED CONSOLIDATED FINANCIAL STATEMENTS

for the years ended September 30, 2023 and 2022

HAMILTON HEALTH CARE SYSTEM, INC.

CONSOLIDATED BALANCE SHEETS

September 30, 2023 and 2022

ASSETS

	<u>2023</u>	<u>2022</u>
Current:		
Cash and cash equivalents	\$ 33,650,738	\$ 22,174,289
Resident trust account	128,024	159,848
Patient accounts receivable	50,944,915	51,678,989
Inventories	8,014,225	6,604,965
Other assets	<u>12,835,915</u>	<u>11,780,836</u>
Total current assets	<u>105,573,817</u>	<u>92,398,927</u>
Pledges receivable, net	<u>3,891,894</u>	<u>3,851,417</u>
Investments:		
Marketable securities	549,133,001	541,614,119
Board designated endowment fund	14,119,212	13,150,761
Board designated deferred compensation	2,386,396	2,155,428
Land	<u>2,238,912</u>	<u>2,238,912</u>
	<u>567,877,521</u>	<u>559,159,220</u>
Investments limited as to use:		
Under trust agreement for liability claims	15,300,434	14,174,540
Charitable trusts	610,908	621,003
Restricted by donor	20,782,497	7,369,576
By U.S. Department of Housing and Urban Development	<u>533,974</u>	<u>512,955</u>
	<u>37,227,813</u>	<u>22,678,074</u>
Investments restricted by donor	<u>637,389</u>	<u>595,152</u>
Property, plant and equipment:		
Land and improvements	44,665,944	44,900,462
Buildings and improvements	381,115,812	363,774,713
Equipment	255,710,011	244,032,218
Construction in progress	<u>55,877,288</u>	<u>13,505,696</u>
	737,369,055	666,213,089
Accumulated depreciation	<u>(365,286,127)</u>	<u>(338,265,088)</u>
	<u>372,082,928</u>	<u>327,948,001</u>
Investment-Health One Alliance, LLC	54,276,212	54,293,327
Other long-term assets	5,900,819	4,531,610
Right-of-use assets – operating leases	<u>3,846,536</u>	<u>3,760,070</u>
	<u>\$ 1,151,314,929</u>	<u>\$ 1,069,215,798</u>

The accompanying notes are an integral part
of the consolidated financial statements.

HAMILTON HEALTH CARE SYSTEM, INC.
CONSOLIDATED BALANCE SHEETS (CONTINUED)
September 30, 2023 and 2022

LIABILITIES AND NET ASSETS

	<u>2023</u>	<u>2022</u>
Current:		
Current maturities of long-term debt	\$ 6,327,187	\$ 6,010,675
Accounts payable	30,392,244	20,842,799
Accrued liabilities	<u>18,778,787</u>	<u>15,771,615</u>
Total current liabilities	<u>55,498,218</u>	<u>42,625,089</u>
Deferred support	770,147	829,459
Deferred compensation	99,107	178,748
Resident deposits	4,648,105	4,283,696
Accrued liability claims and other	12,010,469	11,773,668
Operating lease liability, net current portion	3,078,759	3,045,507
Long-term debt, net of current maturities	<u>177,260,415</u>	<u>183,481,131</u>
Total liabilities	<u>253,365,220</u>	<u>246,217,298</u>
Net assets:		
Without donor restrictions	871,592,685	809,812,133
With donor restrictions	<u>26,357,024</u>	<u>13,186,367</u>
Total net assets	<u>897,949,709</u>	<u>822,998,500</u>
	<u>\$1,151,314,929</u>	<u>\$1,069,215,798</u>

The accompanying notes are an integral part
of the consolidated financial statements.

HAMILTON HEALTH CARE SYSTEM, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

for the years ended September 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Net assets without donor restrictions:		
Excess (deficit) of revenues over expenses	\$ 54,494,552	\$ (53,210,859)
Equity transfer-HOSC	7,286,000	-
Net assets, beginning of year	<u>809,812,133</u>	<u>863,022,992</u>
Net assets, end of year	<u>\$871,592,685</u>	<u>\$809,812,133</u>
Net assets with donor restrictions:		
Restricted contributions	\$ 20,711,320	\$ 12,529,632
Change in value of restricted split interest trust agreements	3,529	(100,273)
Increase in provision for uncollectible pledges	93,347	161,376
Net investment income (loss)	89,844	(162,439)
Net assets released from restrictions	<u>(7,727,383)</u>	<u>(6,099,230)</u>
Increase in net assets with donor restrictions	13,170,657	6,329,066
Net assets, beginning of year	<u>13,186,367</u>	<u>6,857,301</u>
Net assets, end of year	<u>\$26,357,024</u>	<u>\$13,186,367</u>
Increase (decrease) in net assets	\$ 74,951,209	\$ (46,881,793)
Net assets, beginning of year	<u>822,998,500</u>	<u>869,880,293</u>
Net assets, end of year	<u>\$897,949,709</u>	<u>\$822,998,500</u>

The accompanying notes are an integral part of the consolidated financial statements.

HAMILTON HEALTH CARE SYSTEM, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

for the years ended September 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Unrestricted revenues, gains (losses) and other support:		
Patient service revenue	\$451,262,373	\$423,392,861
Investment income (loss) net	41,530,285	(72,631,119)
Provider relief funds	1,812,267	7,352,638
Gain (loss) in Health One Alliance, LLC	1,382,885	(2,422,230)
Net assets released from restriction	512,914	6,099,230
Other	<u>27,291,781</u>	<u>15,901,911</u>
Total revenues, gains and other support	<u>523,792,505</u>	<u>377,693,291</u>
Expenses:		
Salaries, wages and benefits	257,185,478	232,703,290
Supplies and utilities	93,711,111	85,899,457
Purchased services	31,376,282	34,120,098
Other	34,763,460	33,424,129
Professional fees	18,011,574	14,659,145
Depreciation and amortization	27,750,295	26,049,134
Interest	<u>7,713,126</u>	<u>5,983,773</u>
Total expenses	470,511,326	432,839,026
Reimbursement from Whitfield County	<u>(250,000)</u>	<u>(250,000)</u>
Net expenses	<u>470,261,326</u>	<u>432,589,026</u>
Income (loss) from operations, excluding minority interest	53,531,179	(54,895,735)
Minority interest	<u>575,198</u>	<u>-</u>
Income (loss) from operations	<u>54,106,377</u>	<u>(54,895,735)</u>
Non-operating gains:		
Gain on early extinguishment of debt	-	975,055
Gain on disposal of assets	<u>388,175</u>	<u>709,821</u>
Excess (deficit) of unrestricted revenues , gains (losses) and other support over (under) expenses	<u>\$ 54,494,552</u>	<u>\$ (53,210,859)</u>

The accompanying notes are an integral part
of the consolidated financial statements.

HAMILTON HEALTH CARE SYSTEM, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

for the years ended September 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities:		
Change in net assets	\$74,951,209	\$(46,881,793)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	27,750,295	26,049,134
Net realized and unrealized gains (losses) from trading securities	(28,833,128)	82,252,678
Amortization of issuance premium on long-term debt	(155,465)	(384,281)
Debt issuance cost amortization	261,936	196,342
Gain on disposal of assets	(388,175)	(709,821)
Gain on early extinguishment of debt	-	(975,055)
(Gain) loss in investment-Health One Alliance, LLC	(1,382,885)	2,422,230
Increase in patient accounts receivable	734,074	(10,038,330)
Decrease in resident trust account	31,824	83,427
(Increase) decrease in inventories	(1,409,260)	274,733
(Increase) decrease in other current assets	(1,431,192)	4,594,932
Decrease in pledges receivable	274,405	596,134
Increase (decrease) in accounts payable and accrued liabilities	12,503,403	(3,189,215)
Decrease in Medicare advance payment liability	-	(26,625,535)
Decrease in deferred support	(59,312)	(59,312)
Decrease in deferred compensation	(79,641)	(82,403)
Increase in accrued liability claims and other	<u>298,032</u>	<u>2,543,264</u>
Net cash provided by operating activities	<u>83,066,120</u>	<u>30,067,129</u>
Cash flows from investing activities:		
Purchase of property and equipment, net	(72,213,793)	(34,173,195)
(Increase) decrease in investments, net	19,372,999	(4,223,080)
(Increase) decrease in investments limited as to use, net	(502,338)	14,203,904
Distribution from Health One Alliance, LLC	1,400,000	3,500,000
Proceeds from sale of equipment	716,746	742,126
Increase in other long-term assets	<u>(1,369,209)</u>	<u>(3,008,310)</u>
Net cash used in investing activities	<u>(52,595,595)</u>	<u>(22,958,555)</u>

The accompanying notes are an integral part
of the consolidated financial statements.

HAMILTON HEALTH CARE SYSTEM, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

for the years ended September 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from financing activities:		
Proceeds from resident deposits	\$ 914,183	\$ 1,447,381
Refund of resident deposits	(549,774)	(660,112)
Refunding of Series 2012A bonds	-	(28,490,000)
Issuance of Series 2022 bonds	-	28,490,000
Increase in debt issuance costs	-	(236,275)
Repayment of long-term debt	<u>(6,010,675)</u>	<u>(5,916,274)</u>
Net cash used in financing activities	<u>(5,646,266)</u>	<u>(5,365,280)</u>
Increase in cash and cash equivalents	24,824,259	1,743,294
Cash and cash equivalents, beginning of year	<u>30,209,849</u>	<u>28,466,555</u>
Cash and cash equivalents, end of year	\$ <u>55,034,108</u>	\$ <u>30,209,849</u>
Supplementary disclosure of cash flow information		
Lease liabilities arising from obtaining right-of-use assets	\$ <u>833,529</u>	\$ <u>68,732</u>
Reconciliation of cash and cash equivalents:		
Cash and cash equivalents	\$ 33,650,738	\$ 22,174,289
Restricted cash and cash equivalents, included in investments limited as to use	<u>21,383,370</u>	<u>8,035,560</u>
Cash and cash equivalents	\$ <u>55,034,108</u>	\$ <u>30,209,849</u>

The accompanying notes are an integral part of the consolidated financial statements.

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Organization: Hamilton Health Care System, Inc. (the System) was organized in May, 1983 as a tax-exempt corporation as described in 501(c)(3) of the Internal Revenue Code of 1986, as amended. The System maintains control over affiliates including: Dalton Senior Housing, Inc., D/B/A Whitfield Commons (DSH) and Whitfield Place, Inc. (WP), providers of housing to low income seniors and handicapped individuals; Hamilton Emergency Medical Services, Inc. (HEMS), which operates Whitfield Emergency Medical Services; HLTC, Inc. (HLTC), a long-term care services provider; Hamilton Medical Center, Inc. (HMC), which operates Hamilton Medical Center hospital; Royal Oak Community, Ltd. (Royal Oaks), a retirement community, Whitfield Healthcare Foundation, Inc., a philanthropic organization, and Hamilton Children's Institute, Inc., a provider of pediatric behavioral services. Hamilton Ambulatory Surgery Center, Inc. (HASC), and Hamilton Physician Group, Inc. are controlled affiliates of HMC. During the year ended September 30, 2023, HMC became the controlling member of Hamilton Orthopedic Surgery Center (HOSC) which is now accounted for as a controlled affiliate of HMC. The trustees and officers of the controlled affiliates are elected and appointed by the Board of Trustees of the System.

Consolidation: The consolidated financial statements include the accounts of the System and controlled affiliates. All significant intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates: The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Cash and Cash Equivalents: Cash and cash equivalents consist of highly liquid financial instruments with original maturities of three months or less when purchased. This includes cash on hand, deposits with banks, and investments in short-term United States Treasury obligations and repurchase agreements backed by such obligations. The System has not experienced any significant losses on these investments.

Cash paid during 2023 and 2022 for interest was \$7,795,649 and \$6,413,855 respectively.

Investments and Investments Limited as to Use: Investments in marketable debt securities and equities are recorded at fair value. Realized and unrealized gains and losses for trading securities are included in excess of unrestricted revenues, gains (losses) and other support over expenses.

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Investments limited as to use include funds restricted in accordance with regulations established by the U.S. Department of Housing and Urban Development (HUD) for property replacement, insurance, security deposits and other expenditures. These funds are generally invested in savings or money market accounts and are held at various financial institutions.

Inventories: Inventories are valued at the lower of cost (first-in, first-out) or net realizable value, and consist of medical and other supplies.

Debt Issuance Costs: Debt issuance costs are amortized over the term of the related debt using the interest method and shown as a reduction in long-term debt.

Property, Plant and Equipment: Property, plant and equipment acquisitions are recorded at cost. The value of contributed land and buildings is established by appraised fair market value. Depreciation is determined using the straight-line method over the estimated useful lives of the assets. Gains or losses resulting from sale or disposal of assets are included in nonoperating gains and losses if significant.

Resident Deposits: Resident deposits, which are refundable no later than 90 days after termination of the residency agreement, are required for tenants to reside at Royal Oaks.

Deferred Support: WP obtained a capital advance of \$2,454,100 from HUD for construction of its facility. The capital advance is secured by a mortgage note and bears no interest. The net book value of the facility was \$850,348 and \$891,263 at September 30, 2023 and 2022, respectively. No repayment of the capital advance is required as long as the facility is used for its intended purpose through 2035. The capital advance is being amortized over the estimated useful life of the facility.

Net Assets: Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions. The governing board has designated, from net assets without donor restrictions, net assets for board-designated endowment to be used for strategic purposes as determined by the board.

Net Assets With Donor Restrictions – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The System reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Cost of Borrowing: Interest cost incurred during a period of construction related to borrowed funds is included in property, plant and equipment. During the year ended September 30, 2022, the System capitalized approximately \$375,000, of interest incurred on borrowed funds. The System did not capitalize interest during the year ended September 30, 2023.

Charity Care: HMC treats all patients regardless of their ability to pay. Under its financial assistance and uninsured discount policies, HMC provides care without charge or at discounted rates to uninsured patients. Since the System does not anticipate payment for these services, charity care is considered an implicit price concession and is not recognized as patient service revenue. The estimated cost of services provided under HMC's financial assistance policy based on applying an estimated cost to charge ratio to the amount of applicable charges was approximately \$19,286,000 and \$17,434,000 for the years ended September 30, 2023 and 2022, respectively.

Patient Service Revenue: Patient service revenue reflects the estimated net realizable amounts from patients, third-party payors, and others as services are rendered, including a provision for bad debts (implicit price concessions) and estimated retroactive adjustments under reimbursement agreements. Such amounts are recognized on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Income Taxes: The System has adopted procedures for determining the existence of uncertain tax positions, and the related timing and amount of their impact on the consolidated financial statements, and determined that there are no uncertain tax positions as of September 30, 2023 and 2022.

Other Long-Term Assets: Other long-term assets include goodwill of \$640,000 as of September 30, 2023 and 2022, which is evaluated for impairment annually. Also, on August 1, 2015 an equity investment of \$849,436 was made in a tax-exempt group distribution cooperative whose primary function is the provision of medical supplies. This equity investment remained the same in 2023 and decreased \$109,362 in 2022 to reflect the System's share of earnings or losses. The equity investment balance for both years ended September 30, 2023 and 2022 was \$474,563.

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Fair Value of Financial Instruments: Fair value is defined under accounting principles generally accepted in the United States of America as an exit price, representing the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. A three-level fair value hierarchy prioritizes the inputs used to measure fair value with the highest priority given to unadjusted quoted prices in active markets (Level One) and the lowest priority given to unobservable inputs (Level Three).

Certain financial assets and liabilities of the System are measured at fair value on a recurring basis. A description of the valuation methodologies used for instruments measured at fair value in accordance with the three-level fair value hierarchy follows:

Level One – Values based on unadjusted quoted prices for identical assets or liabilities in an active market that the System has the ability to access.

Level Two – Values based on pricing inputs which are either directly observable or that can be derived or supported from observable data. These inputs may include quoted prices for similar assets or liabilities in nonactive markets or pricing models whose inputs are observable for substantially the full term of the asset or liability.

Level Three – Values based on prices or valuation techniques that require inputs that are both significant to the fair value of the financial asset or financial liability and are generally less observable from objective sources.

Level One investments held by the System include common stocks and equity mutual funds that are traded in an active market. Level Two investments held by the System include U.S. government and corporate obligations which are valued using prices that are determined through observable market information such as quotes from less active markets and/or quoted prices of securities with similar characteristics. The System did not hold any Level Three securities as of September 30, 2023 and 2022.

The System's alternative investment funds are measured at net asset value as a practical expedient for fair value and are accordingly excluded from the fair value hierarchy. These funds include ownership interests in limited liability partnerships, limited liability companies, and commodities through a limited partnership. Underlying assets of these investment funds include mortgage-backed securities, asset-backed securities and global equity fund or funds. Alternative investments may have less liquidity, a stale quoted price, or varying prices from independent sources. The System is subject to certain limitations on redemption of various investments. Otherwise, all funds are redeemable at net asset value as of the redemption date.

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The hierarchy of investments measured at fair value on a recurring basis as of September 30, 2023 is as follows:

	<u>Level One</u>	<u>Level Two</u>	<u>Total</u>
Investments and investments limited as to use:			
Cash and cash equivalents (money market funds)	\$36,677,864	\$ -	\$36,677,864
Equities			
Consumer goods	33,218,951	-	33,218,951
Energy and utilities	11,741,584	-	11,741,584
Financials	46,679,513	-	46,679,513
Healthcare	33,196,543	-	33,196,543
Industrials and materials	40,966,819	-	40,966,819
Technology	36,378,936	-	36,378,936
Corporate obligations			
Domestic	-	35,930,404	35,930,404
U.S. government obligations			
Treasury/agency	-	26,355,776	26,355,776
Mortgage-backed	-	25,589,224	25,589,224
Asset-backed	-	6,827,254	6,827,254
Other	-	45,673,574	45,673,574
	<u>\$238,860,210</u>	<u>\$140,376,232</u>	379,236,442
Alternative investments measured at net asset value			<u>224,267,369</u>
Total investments and investments limited as to use			<u>\$603,503,811</u>

The hierarchy of investments measured at fair value on a recurring basis as of September 30, 2022 is as follows:

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

	<u>Level One</u>	<u>Level Two</u>	<u>Total</u>
Investments and investments limited as to use:			
Cash and cash equivalents (money market funds)	\$20,071,045	\$ -	\$20,071,045
Equities			
Consumer goods	31,478,832	-	31,478,832
Energy and utilities	10,346,874	-	10,346,874
Financials	42,128,092	-	42,128,092
Healthcare	34,134,561	-	34,134,561
Industrials and materials	36,207,356	-	36,207,356
Technology	38,423,310	-	38,423,310
Corporate obligations			
Domestic	-	61,094,644	61,094,644
U.S. government obligations			
Treasury/agency	-	30,302,281	30,302,281
Mortgage-backed	-	24,878,652	24,878,652
Asset-backed	-	6,711,967	6,711,967
Other	-	16,829,613	16,829,613
	<u>\$212,790,070</u>	<u>\$139,817,157</u>	<u>352,607,227</u>
Alternative investments measured at net asset value			<u>227,586,307</u>
Total investments and investments limited as to use			<u>\$580,193,534</u>

Investments include accumulated unrealized gains of \$64,549,041 and \$44,502,168 as of September 30, 2023 and 2022, respectively.

The mix of underlying investments of the alternative investments measured at net asset value, at September 30, 2023 and 2022 is as follows:

	<u>2023</u>	<u>2022</u>
Debt securities	13%	13%
Equity securities	35	35
Hedge funds	17	16
Private placement/asset-based loans	8	7
Real estate & commodities	<u>27</u>	<u>29</u>
	<u>100%</u>	<u>100%</u>

Certain of the System's alternative investments have imposed liquidity restrictions that limit the timing and method of redemption of the System's interest to specific periods ending after September 30, 2023. Approximately \$96,780,000 of the alternative investments measured at net asset value have such restrictions that limit redemption to future periods ranging from

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

2024 to 2030. The System has committed to invest approximately \$33,897,000 in certain investments through March 31, 2031.

Investment income and gains and losses for investments and investments limited as to use are comprised of the following for the years ended September 30, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Interest and dividend income	\$ 14,502,980	\$12,363,890
Net realized gains (losses) on sales of trading securities	7,076,125	(244,956)
Net unrealized gains (losses) on trading securities	21,757,003	(82,007,722)
Investment fees	<u>(1,805,823)</u>	<u>(2,742,331)</u>
	<u>\$41,530,285</u>	<u>\$(72,631,119)</u>

The composition of investments and investments limited as to use is not materially different. Contributed land and buildings are included in investments, but excluded from the fair value table, and amount to \$2,238,912 at both September 30, 2023 and 2022, respectively.

The carrying values of accounts receivable, accounts payable and long-term debt, as reported in the consolidated financial statements, approximate their respective fair values.

Donor-Restricted Grants and Contributions: The System records contributions received, including unconditional promises to give, as revenue in the period received at their fair value. Conditional promises to give are recognized when the conditions are substantially met and contributions with donor-imposed restrictions are reported as restricted support.

Unconditional pledges to give cash and other assets, including charitable trusts, are reported at fair value at the date the pledge is made. Grants and pledges received with donor restrictions that limit the use of the donated assets are reported as restricted support. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported as net assets released from restrictions.

Reclassifications: Certain 2022 amounts have been reclassified to conform with 2023 presentation.

Subsequent Events: The System has evaluated activities subsequent to September 30, 2023 and determined that as of the date of the Independent Auditor's Report which is the date the consolidated financial statements were available to be issued, there are no reportable subsequent events.

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

PATIENT SERVICE REVENUE:

Patient service revenue is generated by providing patient care and recognized as performance obligations are satisfied. Amounts are reported at the estimated net realizable amount that reflects the consideration to which the System expects to be paid from patients, third-party payors (including health insurer and government programs) and others.

Performance obligations are determined based on the nature of the services provided by the System. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected charges. Generally, performance obligations satisfied over time relate to patients in the hospital receiving inpatient acute care services. The System measures the performance obligation from admission to the point when it is no longer required to provide services to that patient, which is generally the time of discharge. Revenue for performance obligations satisfied at a point in time generally relate to patients receiving outpatient services or patients and customers in a retail setting (for example, pharmaceuticals and medical equipment) where the System does not provide additional goods beyond the point of service.

The System has elected the practical expedients available under the new revenue recognition accounting guidance related to accounting for significant financing components and incremental contract acquisition costs, and such amounts are insignificant. In addition, because all of its performance obligations relate to contracts with a duration of less than one year, the System has elected to apply the optional exemption from disclosure of amounts associated with unsatisfied performance obligations at the end of the reporting period. Such unsatisfied or partially unsatisfied performance obligations primarily relate to inpatient acute care services at the end of the reporting period for in-house patients, who are generally discharged within days or weeks after the end of the reporting period. The System has an unconditional right to receive payment subject only to the passage of time for services provided to these in-house patients through the end of the reporting period. Such amounts are reported within patient accounts receivable in the consolidated balance sheets.

The transaction price is based on standard charges for goods and services provided, reduced by explicit price concessions (contractual adjustments) provided to third-party payors, implicit price concessions (discounts provided to patients qualifying under the charity policy), and implicit price concessions provided to self-pay patients.

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

PATIENT SERVICE REVENUE (CONTINUED):

Implicit price concessions for uninsured and underinsured patients that do not qualify for financial assistance are estimated based on historical collection experience with this class of patients using a portfolio approach as a practical expedient. For uninsured and underinsured patients that do not qualify for financial assistance, the System recognizes revenue on the basis of established rates, discounted according to policy for services rendered. Historical experience has shown a significant proportion of the System's uninsured patients, in addition to a growing proportion of the System's insured patients, will be unable or unwilling to pay for their responsible amounts for the services provided. In order to estimate the net realizable value of the revenues and accounts receivable associated with third-party payors and uninsured patients, management regularly assesses their valuation based upon business and economic considerations, trends in healthcare coverage, historical write-off experience and other collection trends.

The System has agreements with third-party payors that provide for payments at amounts different from established rates. These contractual adjustments are explicit price concessions and represent the difference between established charges and the estimated reimbursable amounts from third-party payors. Explicit price concessions are estimated based on contractual agreements, discount policies, and historical experience.

The System disaggregates its patient service revenue by payor source. The disaggregation by payor source is as follows for the years ended September 30:

	<u>2023</u>	<u>2022</u>
Medicare	\$ 93,358,196	\$ 95,987,065
Medicare HMO	54,429,849	46,267,308
Medicaid	56,519,707	51,239,841
Self-pay	4,671,662	6,527,261
Other Commercial	84,293,164	84,105,508
Blue Cross Blue Shield	79,407,519	75,331,877
Cigna	70,730,456	57,866,248
Other	<u>7,851,820</u>	<u>6,067,753</u>
Patient service revenue	<u>\$451,262,373</u>	<u>\$ 423,392,861</u>

Components of patient service revenue is summarized as follows for the years ended September 30:

	<u>2023</u>	<u>2022</u>
Charges, at established rates	\$ 1,773,830,417	\$1,632,890,960
Explicit price concessions	(1,122,891,632)	(1,025,940,992)
Charity care	(79,831,065)	(73,046,267)
Implicit price concessions	<u>(119,845,347)</u>	<u>(110,510,840)</u>
Patient service revenue	<u>\$ 451,262,373</u>	<u>\$ 423,392,861</u>

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

PATIENT SERVICE REVENUE (CONTINUED):

Estimated Third-Party Payor Settlements:

Inpatient services provided to Medicare and Medicaid beneficiaries are reimbursed based on prospectively determined rates per discharge. Outpatient Medicare services are reimbursed based on prospectively determined rates per visit and outpatient Medicaid services are reimbursed based on cost subject to certain limitations. Such determinations are subject to review and retrospective adjustment by third-party payors. Final settlement has been reached for all Medicare years prior to 2019 and Medicaid years prior to 2020.

Long-term care services provided to Medicare beneficiaries are reimbursed based on prospectively determined rates per day. Reimbursement for services provided to Medicaid beneficiaries is based on cost subject to certain limitations. Such determinations are subject to review and retrospective adjustment by third-party payors. Final settlement for long-term care services has been reached for all Medicare and Medicaid years prior to 2021.

In the opinion of management, adequate provision has been made for any retrospective adjustments that may result from such reviews. Any difference between estimated settlements and final determinations are reflected in the year finalized. The System has recorded amounts due to Medicare and Medicaid programs of \$1,523,192 and \$374,000 in patient accounts receivable as of September 30, 2023 and 2022, respectively. Patient service revenue decreased by approximately \$3,385,000 for the year ended September 30, 2023 and increased approximately \$1,175,000 for the year ended September 30, 2022, due to changes in estimates related to prior-year settlements.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. HMC believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs.

PATIENT ACCOUNTS RECEIVABLE:

Patient accounts receivable represent expected amounts to be collected from the Medicare and Medicaid programs, private insurance carriers, and private-pay residents, as well as residents with co-insurance provisions. HMC grants credit without collateral to its patients, most of whom are local residents. The net amount expected to be collected is determined based on an established collection history and review of individual balances. Third-party reimbursement is a complex process which involves submission of claims to multiple payors, each having its own claims requirements. In some cases, the ultimate collection of patient accounts receivable subsequent to the service dates may not be known for several months.

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

PATIENT ACCOUNTS RECEIVABLE (CONTINUED):

The mix of receivables, excluding patient credit balances which have been reclassified to current liabilities, at September 30, 2023 and 2022 is as follows:

	<u>2023</u>	<u>2022</u>
Medicare	33%	32%
Medicaid	7	8
Third-party payor	32	30
Patients	<u>28</u>	<u>30</u>
	<u>100%</u>	<u>100%</u>

LONG-TERM DEBT:

The long-term debt at September 30 consisted of:

	<u>2023</u>	<u>2022</u>
Mortgage note payable, HUD approved lender, interest at 4.16% at September 30, 2023 and 2022, respectively, payable through 2041	\$ 962,224	\$ 997,899
Development Authority of City of Dalton Revenue Certificates, Series 1996, interest at various rates from 3.65% to 5.5% payable through 2026	7,845,000	9,845,000
Development Authority of City of Dalton Subordinated Participating Refunding Revenue Certificates, Series 2003, variable interest rate with maximum of 15% (15% at September 30, 2022) paid in 2023	-	1,000,000
Development Authority of City of Dalton Refunding Revenue Bonds, Series 2012B, variable interest rate (4.89% and 2.60% at September 30, 2023 and 2022, respectively) payable through 2029	2,970,000	2,970,000

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

LONG-TERM DEBT (CONTINUED):

	<u>2023</u>	<u>2022</u>
Development Authority of City of Dalton Refunding Revenue Bonds, Series 2012C, variable interest rate (4.89% and 2.60% at September 30, 2023 and 2022, respectively) payable through 2042	\$ 53,620,000	\$ 53,620,000
Development Authority of City of Dalton Subordinated Participating Refunding Revenue Certificates, Series 2016, variable interest rate with maximum of 9.30% (7.10% and 7.58% at September 30, 2023 and 2022, respectively), payable in 2026	1,155,000	1,155,000
Dalton-Whitfield County Joint Development Authority (Georgia) Revenue Bonds, Series 2017, interest at various rates from 3% to 5% payable through 2048	90,000,000	90,000,000
Dalton-Whitfield County Joint Development Authority (Georgia) Revenue Bonds, Series 2022, interest at 2.69%, payable through 2028	<u>25,515,000</u>	<u>28,490,000</u>
	182,067,224	188,077,899
Plus Series 2017 bond premium	2,941,760	3,097,226
Less current maturities	(6,327,187)	(6,010,675)
Less unamortized issuance costs	<u>(1,421,382)</u>	<u>(1,683,319)</u>
	<u>\$177,260,415</u>	<u>\$183,481,131</u>

Principal maturities of the long-term debt are due in aggregate annual installments as follows:

Year Ending September 30,	
2024	\$ 6,327,187
2025	6,658,764
2026	6,930,408
2027	7,222,121

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

LONG-TERM DEBT (CONTINUED):

2028	7,578,907
2029 and thereafter	<u>147,349,837</u>
	<u>\$182,067,224</u>

On December 1, 1996, the Development Authority of City of Dalton (Development Authority) issued tax-exempt Revenue Certificates, Series 1996, (Series 1996 Certificates) in the amount of \$80,000,000 payable through 2026 with interest at various rates from 3.65% to 5.5%. Pursuant to a Loan Agreement between Development Authority and HMC, both HMC and the System became obligated issuers under a Master Trust Indenture. The proceeds were used to refinance the \$56,000,000 term loan, finance and reimburse the cost of certain additions, extensions, and improvements at HMC, and pay for cost of issuance. Under a financial guaranty insurance policy on the Series 1996 Certificates, the obligated issuers, HMC and the System, must maintain certain performance conditions and may issue additional parity certificates under certain conditions.

On June 1, 2003, Development Authority issued tax-exempt Subordinated Participating Refunding Revenue Certificates, Series 2003 (Series 2003 Certificates) in the amount of \$1,000,000 paid on June 1, 2023. Interest is calculated at the rate equal to the lesser of 15% or 1.6% of Net Patient Service Revenue at HASC, as defined. Pursuant to a Loan Agreement between Development Authority and HMC, both HMC and the System became obligated issuers. The proceeds were used to refund \$1,000,000 in principal amount of Series 1996 Certificates. Hamilton Surgeons' Tax-Exempt Bond, LLC (Bond LLC) entered into a Purchase Agreement with HMC and the System for the purchase of the Series 2003 Certificates and offered units in the Bond LLC to qualified physicians. This liability was transferred from HMC to HASC on December 1, 2012.

On September 1, 2003, Development Authority issued tax-exempt Variable Rate Demand Revenue Certificates, Series 2003B (Series 2003B Certificates) in the amount of \$55,000,000 payable through August 15, 2033. Pursuant to a Loan Agreement under the Master Trust Indenture between Development Authority and HMC, the proceeds were used to finance and reimburse HMC for certain capital improvements at HMC and for the cost of issuance. The Series 2003B Certificates were secured by an irrevocable Letter of Credit in the amount of \$55,632,877 between HMC, the System and a financial institution under a Reimbursement Agreement.

On June 22, 2006, DSH entered into a 6.1% mortgage note payable with a HUD approved lender in the amount of \$1,355,100 payable through July 1, 2041. The proceeds were used to pay off a HUD mortgage note payable and finance certain capital improvements, HUD required deposits and cost of issuance. Effective May 21, 2014, the note was modified to reduce the interest rate to 4.16%. All additional terms of the note were unchanged.

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

LONG-TERM DEBT (CONTINUED):

On December 5, 2012, \$19,570,000 of Series 1996 Certificates, \$20,000,000 of Series 2003B Certificates and \$14,310,000 of Development Authority Revenue Certificates, Series 1998, which were used to finance the acquisition of the four skilled nursing homes operated by HLTC, were refunded in order to achieve debt service savings with tax-exempt Development Authority 2012A Refunding Revenue Bonds payable through 2028 with interest at various rates from 2% to 5%.

A supporting note receivable was executed whereby HLTC will reimburse HMC semiannually for the principal and interest payments required.

Also, on December 5, 2012 all of the outstanding Residential Care Facilities for the Elderly Authority of Whitfield County tax-exempt variable rate bonds, which were used to finance the acquisition, construction and equipping of the Royal Oaks facility, were redeemed and replaced with Development Authority of the City of Dalton Refunding Revenue Bonds Series 2012B, a tax-exempt variable rate obligation of both HMC and the System purchased directly by a financial institution, payable through 2029. A supporting note receivable was executed whereby Royal Oaks will reimburse HMC semiannually for the principal and interest payments required.

In addition, on December 5, 2012, the remaining Series 2003B Certificates were redeemed and replaced with a tax-exempt variable rate obligation purchased directly by a financial institution (Series 2012C Bonds) payable through 2042. Accordingly, the Letter of Credit was cancelled on December 5, 2012. The Series 2012C Bonds included \$20,000,000 of additional proceeds to be used for certain additions, renovations and improvements at HMC.

On November 14, 2016, Development Authority issued tax-exempt Subordinated Participating Refunding Revenue Certificates, Series 2016 (Series 2016 Certificates) in the amount of \$1,155,000 payable on June 1, 2026. Interest is calculated at the rate equal to the lesser of 9.3% or 0.71% of Net Patient Service Revenue at HASC, as defined. Pursuant to a Loan Agreement between Development Authority and HASC, HASC became the obligated issuer. The proceeds were used to refund \$1,155,000 in principal amount of Series 1996 Certificates. Bond LLC entered into a Purchase Agreement with HASC for the purchase of the Series 2016 Certificates and offered units in the Bond LLC to qualified physicians.

On December 13, 2017, Dalton-Whitfield County Joint Development Authority (Georgia) issued tax-exempt Variable Rate Revenue Bonds, Series 2017 in the amount of \$90,000,000 payable through August 15, 2048. Pursuant to a Loan Agreement under the Master Trust Indenture between Development Authority and HMC, the proceeds were used to finance and reimburse HMC for certain capital improvements at HMC and for the cost of issuance.

On June 9, 2022, the \$31,165,000 2012A Bonds were refunded in order to achieve debt service savings with tax-exempt Joint Development Authority 2022 Refunding Revenue Bonds payable through 2028 with interest at 2.69%. The supporting note between HLTC and HMC remains unchanged. The refunding resulted in a gain on extinguishment of debt related primarily to unamortized issuance premium on the 2012A Bonds.

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

EMERGENCY RESCUE SERVICES MANAGEMENT AGREEMENT:

On January 1, 1986, HEMS and Whitfield County (County) entered into an Emergency Rescue Services Management Agreement (Original Agreement) which grants HEMS the sole and exclusive right to supervise, manage and operate an ambulance and emergency rescue service in Whitfield County, and provides for an annual reimbursement from the County to HEMS for operating expenses and equipment purchases. The Original Agreement extended through December 31, 2018. Under the terms of the Original Agreement the County reimbursement is \$300,000 annually. On September 10, 2018, HEMS and the County entered into a new Agreement for Emergency Medical Services (New Agreement), effective January 1, 2019 and extending through December 31, 2020, with provisions to extend for additional two-year periods through December 31, 2030 unless either party advises the other of its intent to terminate the New Agreement. The New Agreement includes an annual reimbursement from the County to HEMS of \$250,000. All other terms of the New Agreement are consistent with the Original Agreement.

INVESTMENT-HEALTH ONE ALLIANCE AND ALLIANT:

HMC and Physician Health Services, Inc. (PHS) were the initial members and are equal owners of Health One Alliance, LLC (HOA), a limited liability company that began operations in April 1995 as a physician hospital organization. HOA developed a managed care network of providers in northwest Georgia and contracts with employers to provide healthcare services.

In 1998, HOA acquired a 25% ownership interest in Alliant Health Plans, Inc. (Alliant) and in June 2001, through the withdrawal of other Alliant owners, increased ownership of Alliant to 100%. Alliant is a nonprofit provider-sponsored healthcare plan that contracts to provide hospital and medical services to members.

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

INVESTMENT-HEALTH ONE ALLIANCE AND ALLIANT (CONTINUED):

Summarized financial data of HOA, including the unaudited consolidated operations of Alliant, for the twelve months ended September 30, 2023 and 2022 is as follows:

	Unaudited Twelve Months Ended <u>September 30, 2023</u>	Unaudited Twelve Months Ended <u>September 30, 2022</u>
Total assets	\$194,837,759	\$168,858,820
Total shareholders' equity	\$108,552,424	\$108,586,655
Net (loss) gain	\$ 2,765,770	\$ (4,844,460)

The investment in HOA is accounted for under the equity method and, accordingly, HMC recognized its share of HOA's gain of \$1,382,885 and loss of \$2,422,230 in 2023 and 2022, respectively. The net investment in HOA was \$54,276,212 and \$54,293,327 at September 30, 2023 and 2022, respectively.

Distributions received from HOA are classified in the consolidated statements of cash flows under the nature of the distribution approach, in which distributions received are classified on the basis of the nature of the activity or activities that generated the distribution. Management has determined that distributions from HOA are considered a return of investment, and therefore, the distributions are classified as cash inflows from investing activities on the consolidated statements of cash flows.

HAMILTON AMBULATORY SURGERY CENTER, INC.:

HMC, on September 26, 2001, organized HASC as a controlled affiliate and tax-exempt corporation as described in Section 501(c)(3) of the Internal Revenue Code of 1986. HASC operates an ambulatory surgery center facility (Surgery Center) with four operating rooms, which opened in November 2001 near the HMC acute-care hospital. The Surgery Center was constructed by HMC under a Certificate of Need (CON) from the State of Georgia with further CON approval in June 2002 granting HASC, rather than HMC, a license to operate the Surgery Center as freestanding.

On November 9, 2001, HMC entered into a Management Services Contract (Contract) with an outside vendor to provide management services for operation of the Surgery Center. The Contract was transferred on October 1, 2002 to Hamilton Surgeons' Management Company, LLC (Management Company) to provide comprehensive management services for operation of the Surgery Center under a Management and Clinical Supervisor Agreement which has been renewed through August 31, 2024. Many of the Management Company responsibilities are fulfilled through a contract with an outside vendor. The total management fees were \$575,000 for the years ended September 30, 2023 and 2022, respectively.

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

LIABILITY CLAIMS:

The System and controlled affiliates are, from time to time, subject to liability claims and suits arising in the ordinary course of business. Since January 1988, the System and certain affiliates have been insured against such claims by a commercial insurance carrier on a claims-made basis. The coverage included a self-insured retention of \$2,000,000 per occurrence and \$6,000,000 aggregate per year through April 1, 2023. The System renewed the policy for coverage that includes a self-insured retention of \$3,000,000 per occurrence and \$7,500,000 aggregate per year through April 1, 2024, and the System intends to continue to renew or replace the current policy with equivalent insurance.

An independent actuary is engaged to determine the amount of accrued liability claims and funding requirements. In conjunction, investments are maintained in the amount of \$15,300,434 and \$14,174,540 as of September 30, 2023 and 2022, respectively, whose use is limited under a trust agreement for liability claims and has accrued liability claims of \$8,925,376 and \$8,695,757 as of September 30, 2023 and 2022, respectively, which have been discounted at 3.5%. It is reasonably possible that actual losses may exceed management's estimates by a material amount. Under terms of the trust agreement, the fund is committed to the payment of liability claims and expenses.

RETIREMENT PLAN:

Under a 403(b) matching plan, the System matches 100% of employee contributions up to 5% of salary. Full-time employees are eligible if they are 21 years of age and have at least one year of continuous service. Expense associated with the retirement plans was \$6,855,359 and \$5,510,727 in 2023 and 2022, respectively.

PLEDGES RECEIVABLE:

Outstanding pledges receivable from various individuals and corporations, with certain time and use restrictions, are set forth in the following table and discounted to their present value using a rate of 5% at September 30, 2023 and 2022.

	<u>2023</u>	<u>2022</u>
Pledges due:		
In less than one year	\$ 622,894	\$ 999,007
In one to five years (future value)	884,868	946,201
In more than five years (future value)	<u>5,094,476</u>	<u>5,096,765</u>
	6,602,238	7,041,973
Discounts on pledges greater than one year	(1,585,807)	(1,596,558)
than one year		
Allowance for doubtful pledges	<u>(501,643)</u>	<u>(594,991)</u>
	<u>\$ 4,514,788</u>	<u>\$ 4,850,424</u>

Discounted pledges receivable from a single donor, as of September 30, 2023 and 2022, totaled \$4,322,271 and \$4,323,749, respectively.

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

FUNCTIONAL EXPENSES:

The System affiliates provide and support various services within their geographic area. Other services include senior living services, ambulance services and fundraising. Expenses related to providing these services for the fiscal year ended September 30, 2023 are as follows:

	<u>Healthcare Services</u>	<u>General & Administrative</u>	<u>Other Services</u>	<u>Total</u>
Salaries, wages and benefits	\$197,394,705	\$53,252,430	\$6,538,343	\$257,185,478
Supplies and utilities	87,618,689	5,367,900	724,522	93,711,111
Purchased services	22,599,962	8,303,860	472,460	31,376,282
Other	22,377,298	11,404,333	981,829	34,763,460
Professional Fees	18,011,574	-	-	18,011,574
Depreciation and amortization	15,949,205	11,295,102	505,988	27,750,295
Interest	<u>4,572,054</u>	<u>3,092,664</u>	<u>48,408</u>	<u>7,713,126</u>
Total	<u>\$368,523,487</u>	<u>\$92,716,289</u>	<u>\$9,271,550</u>	<u>\$470,511,326</u>

Expenses related to providing these services for the fiscal year ended September 30, 2022 are as follows:

	<u>Healthcare Services</u>	<u>General & Administrative</u>	<u>Other Services</u>	<u>Total</u>
Salaries, wages and benefits	\$178,180,740	\$48,904,884	\$5,617,666	\$232,703,290
Supplies and utilities	80,230,904	4,997,330	671,223	85,899,457
Purchased services	27,780,645	5,904,532	434,921	34,120,098
Other	22,081,389	10,215,617	1,127,123	33,424,129
Professional Fees	14,659,145	-	-	14,659,145
Depreciation and amortization	14,916,773	10,620,428	511,933	26,049,134
Interest	<u>3,549,074</u>	<u>2,385,114</u>	<u>49,585</u>	<u>5,983,773</u>
Total	<u>\$341,398,670</u>	<u>\$83,027,905</u>	<u>\$8,412,451</u>	<u>\$432,839,026</u>

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

COMMITMENTS:

The System is obligated under contracts with certain outside service organizations. The related contracted services expense of approximately \$50,208,000 and \$18,254,000 were incurred in 2023 and 2022, respectively.

Future minimum contracted services for information technology, medical services and facility renovation with initial or remaining terms equal to or exceeding one year were as follows:

<u>Year ending September 30</u>	<u>Amount</u>
2024	\$21,455,000
2025	6,090,000
2026	5,613,000
2027	4,616,000
2028	4,672,000

LIQUIDITY AND AVAILABILITY OF RESOURCES:

Financial assets available for general expenditure, without donor or other restrictions limiting their use, within one year of the consolidated balance sheet date are reflected in the consolidated balance sheets as current assets and include the following balances at September 30:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$33,650,738	\$22,174,289
Patient accounts receivable	50,944,915	51,678,989
Other assets	<u>5,492,365</u>	<u>5,752,745</u>
Total	<u>\$90,088,018</u>	<u>\$79,606,023</u>

The System funds its operations primarily through services charged to patients.

Although the System does not intend to spend from the board-designated endowment of \$14,119,212 as of September 30, 2023, these amounts could be made available if necessary. At the discretion of System management, excess cash not needed for operating expenditures are invested in various investment funds.

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

NET ASSETS WITH DONOR RESTRICTIONS:

Net assets with donor restrictions are restricted for the following purposes or periods:

	<u>2023</u>	<u>2022</u>
<i>Subject to expenditure for specified purpose:</i>		
To provide services for children and the indigent	\$ 407,497	\$ 155,107
To assist with the HMC cardiovascular program	<u>20,375,000</u>	<u>7,214,469</u>
	20,782,497	7,369,576
<i>Held in perpetuity:</i>		
Earnings to provide nursing scholarship assistance	295,948	277,131
Provide staff recognition and resident activity funds	<u>341,441</u>	<u>318,021</u>
	<u>637,389</u>	<u>595,152</u>
<i>Subject to the passage of time:</i>		
Net assets held under split interest agreements	422,350	371,215
Promises to give that are restricted by donors by passage of time	<u>4,514,788</u>	<u>4,850,424</u>
	<u>4,937,138</u>	<u>5,221,639</u>
Total net assets with donor restrictions	<u>\$26,357,024</u>	<u>\$13,186,367</u>

COVID-19 PANDEMIC AND PROVIDER RELIEF FUNDS:

On March 11, 2020, the World Health Organization declared the outbreak of COVID-19, a novel strain of coronavirus, a pandemic, and on March 13, 2020, a national emergency was declared in the United States. In response to the COVID-19 pandemic, the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was signed into law on March 27, 2020. One provision of the CARES Act was the establishment of the Provider Relief Funds, administered by the U.S. Department of Health and Human Services (HHS).

The Provider Relief Funds are being distributed to healthcare providers throughout the country to support the battle against the COVID-19 outbreak. During the year ended September 30, 2022, the System received approximately \$7,404,000 in distributions from this fund. The System did not receive distributions from this fund during the year ended September 30, 2023. The System has recognized these amounts as unrestricted revenues, gains and other support in the accompanying consolidated statements of operations for the years ended September 30, 2023 and 2022, respectively. These funds are intended to reimburse qualifying expenses and lost revenues attributable to COVID-19 and are subject to the terms, conditions, and regulatory requirements set forth by HHS. If the total distributions received by the System exceed the cumulative amount of qualifying expenses and lost revenues attributable to COVID-19 through June 30, 2022, any excess funding may be subject to recoupment.

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

COVID-19 PANDEMIC AND PROVIDER RELIEF FUNDS (CONTINUED):

During the year ended September 30, 2020, the System also received approximately \$36,042,000 in Advance Medicare Payments as part of the CARES Act stimulus to provide additional working capital. On September 30, 2020, the Continuing Appropriations Act (CAA) was signed into law, which included a provision to relax the recoupment of Medicare Advance Payments, including delaying recoupment for one year from when the advances were made. It also staggered the percentage of claims processed that were to be recouped over a twenty-nine-month period. As of September 30, 2022, all funds have been recouped by the Centers for Medicare and Medicaid Services.

LEASES:

As part of the transition to the new standard, the System was required to measure and recognize leases that existed at October 1, 2020 using a modified retrospective approach. For leases existing at the effective date, the System elected the package of three transition practical expedients and therefore did not reassess whether an arrangement is or contains a lease, did not reassess lease classification, and did not reassess what qualifies as an initial direct cost.

The adoption of *Topic 842* resulted in the recognition of net operating ROU assets and lease liabilities of \$3,846,536 and \$3,760,070 as of September 30, 2023 and 2022, respectively. The accounting for finance leases remained substantially unchanged with the adoption of *Topic 842*, and the System has no finance leases.

The System leases office buildings under the terms of non-cancellable operating leases. For leases with terms greater than 12 months, the related right-of-use assets and right-of-use obligations are recorded at the present value of lease payments over the term. Some of the leases include rental escalation clauses and renewal options that are factored into the determination of lease payments when appropriate.

The components of lease expense (and related classification within the accompanying consolidated statements of operations) were approximately as follows during 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Operating lease cost	\$ 869,000	\$ 878,000
Short-term lease cost	<u>1,289,000</u>	<u>1,100,000</u>
Total lease cost	<u>\$2,158,000</u>	<u>\$1,978,000</u>

HAMILTON HEALTH CARE SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

LEASES (CONTINUED):

Cash paid for amounts included in the measurement of lease liabilities for the years ended September 30, 2023 and 2022 was \$740,254 and \$692,075, respectively. Right-of-use assets obtained in exchange for new lease obligations for the years ended September 30, 2023 and 2022 was \$833,529 and \$100,851, respectively.

Other information is as follows:

Weighted-average remaining lease term – operating leases	6.1 years
Weighted-average discount rate – operating leases	4.50%

The following is a schedule of operating lease liability maturities related to leases with third-parties for the years ending:

2024	\$ 923,746
2025	699,576
2026	650,426
2027	599,801
2028	572,767
Thereafter	<u>962,770</u>
Total	4,409,086
Less: interest	<u>562,550</u>
Lease liability	3,846,536
Less: current portion	<u>767,777</u>
Operating lease liability, net current portion	<u><u>\$3,078,759</u></u>

APPENDIX C-1

FORMS OF THE BOND INDENTURES

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BOND INDENTURE

Between

**THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE CITY OF
CLEVELAND, TENNESSEE**

And

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as trustee**

Dated as of July 1, 2024

Relating to

**\$205,230,000
The Health and Educational Facilities Board of the City of Cleveland, Tennessee
Revenue Bonds
(Hamilton Health Care System, Inc. Project), Series 2024A**

This instrument was prepared by:

MURRAY BARNES FINISTER LLP
3525 Piedmont Road NE
Atlanta, Georgia 30309
Suite 515
Atlanta, GA 30305
(678) 999-0350

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(This Table of Contents is not a part of this Bond Indenture
and is only for convenience of reference)

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BOND INDENTURE

THIS BOND INDENTURE, dated as of July 1, 2024 (as amended, restated or supplemented from time to time, this “**Bond Indenture**”), between THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE CITY OF CLEVELAND, TENNESSEE (the “**Authority**”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as bond trustee (the “**Bond Trustee**”), duly established, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America;

WHEREAS, the Authority is a public, nonprofit corporation organized pursuant to the laws of the State of Tennessee, specifically Title 48, Chapter 101, Part 3 of the Tennessee Code Annotated, as amended (the “**Act**”); and

WHEREAS, the Authority was created for the purpose of developing and promoting for the public benefit and good and general commerce, welfare and prosperity and the improvement and maintenance of health and living conditions of the State of Tennessee, and the Act empowers the Authority to issue its bonds, in accordance with the applicable provisions of the Act, as heretofore or hereafter amended, and to enter into a “loan agreement” (as defined in the Act) with a “hospital institution” (as defined in the Act) for the purpose of financing or refinancing the cost of acquiring, constructing and installing any “project” (as defined in the Act) in furtherance of the public purpose for which it was created or for the purpose of refunding any bonds previously issued for such purpose; and

WHEREAS, in furtherance of the public purpose for which the Authority was created, the Authority proposes to issue its \$205,230,000 in aggregate principal amount The Health and Educational Facilities Board of the City of Cleveland, Tennessee Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024A (the “**Series 2024A Bonds**” or the “**Bonds**”) pursuant to this Bond Indenture; and

WHEREAS, the Authority proposes to loan (the “**Loan**”) the proceeds of the sale of the Series 2024A Bonds to Hamilton Health Care System, Inc., a Georgia nonprofit corporation (the “**Borrower**”) pursuant to the Loan Agreement for the purpose of (i) financing a portion of the acquisition price of Tennova Healthcare – Cleveland located at 2305 Chambliss Avenue, NW, Cleveland, Tennessee 37311 and presently known as “Bradley Medical Center” (the “**Hospital**”), together with certain related businesses including medical office buildings, outpatient care facilities, physician practices and ancillary services and improvements thereto (collectively with the Hospital, the “**Bradley Medical Center Facilities**”); (ii) financing, in whole or in part, the cost of the acquisition, construction, installation and equipping of certain healthcare facilities, equipment and improvements at the Bradley Medical Center Facilities (clause (i) and (ii) are collectively referred to herein as, the “**Project**”); and (iii) paying certain costs of issuance of the Series 2024A Bonds; and

WHEREAS, the Borrower will execute and deliver to the Bond Trustee, as assignee of the Authority, its 2024-2 Master Indenture Obligation, dated the date of authentication of the Series 2024A Bonds (the “**2024-2 Master Indenture Obligation**”), to evidence and secure the obligations

of the Borrower and the other Obligated Group Members (as defined in the Original Master Indenture as defined below) to make payments due on the Series 2024A Bonds as and when the same are due and payable, which 2024-2 Master Indenture Obligation will be issued and secured under the Master Trust Indenture, dated as of December 1, 1996 (the “**1996 Master Indenture**”), among the Borrower, Hamilton Medical Center, Inc. (“**HMC**”) and U.S. Bank Trust Company, National Association, as successor master trustee (in such capacity, the “**Master Trustee**”), as supplemented by various supplemental indentures, including by the Thirteenth Supplemental Master Trust Indenture, dated as of July 1, 2024 (the “**Supplement No. 13**”), between the Borrower, in its separate capacities as “Obligated Group Agent,” “Credit Group Representative,” and an “Obligated Group Member,” and the Master Trustee, relating to the issuance of the 2024-2 Master Indenture Obligation (the 1996 Master Indenture, as so supplemented, the “**Original Master Indenture**”); and

WHEREAS, pursuant to Section 9.2 of the Original Master Indenture, with the consent of the Holders of not less than a majority in aggregate principal amount of “Obligations” (as defined in the Original Master Indenture) then Outstanding (as defined in the Original Master Indenture), the Obligated Group Members and the Master Trustee may enter into amendments, supplements and restatements to the Original Master Indenture; and

WHEREAS, upon the receipt of the requisite consent required by Section 9.2 of the Original Master Indenture, the Original Master Indenture will be amended and restated by the Amended and Restated Master Trust Indenture, dated July 31, 2024 (as may be further amended and supplemented from time to time, the “**Restated Master Indenture**”), among the Borrower, HMC, Bradley Medical Center, LLC (“**BMC**”), and VBMC, Inc. (“**VBMC**”) and the Master Trustee, which such Restated Master Indenture will be effective, following the issuance of the Series 2024A Bonds, on the date of issuance of the Series 2024A Bonds (the “**Closing Date**”); and

WHEREAS, the Holders, by purchasing the Series 2024A Bonds, will be deemed to have irrevocably consented to the amendment, restatement and replacement of the Original Master Indenture with the Restated Master Indenture and such Holders will be deemed to have irrevocably directed the Bond Trustee, as Holder of the 2024-2 Master Indenture Obligation, to consent to the amendment, restatement and replacement of the Original Master Indenture with the Restated Master Indenture; and

WHEREAS, on the Closing Date, the following Obligations are currently outstanding under the Original Master Indenture (collectively, the “**Prior Outstanding Obligations**”): (i) the Series 1996-1 Master Note (the “**Series 1996-1 Master Note**”) in the outstanding aggregate principal amount of \$7,845,000 securing payments to be made on the Development Authority of the City of Dalton Revenue Certificates (Hamilton Health Care System Project), Series 1996 (the “**Series 1996 Bonds**”); (ii) the Series 2017-1 Master Note (the “**Series 2017-1 Master Note**”) in the outstanding aggregate principal amount of \$90,000,000 securing payments to be made on the Dalton-Whitfield County Joint Development Authority Revenue Bonds (Hamilton Health Care System Project), Series 2017 (the “**Series 2017 Bonds**”); and (iii) the Series 2024-1 Master Note (the “**Series 2024-1 Master Note**”) in the commitment amount of \$50,000,000 (but the drawn amount of \$0) securing payments to be made on the Credit Agreement; and

WHEREAS, contemporaneously with the issuance and delivery of the Series 2024A Bonds, the Dalton-Whitfield County Joint Development Authority (the “**Dalton Authority**”), is issuing its \$74,625,000 in aggregate principal amount Dalton-Whitfield County Joint Development Authority Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024B (the “**Dalton Bonds**”), and in connection therewith, the Borrower will execute and deliver to and U.S. Bank Trust Company, National Association, as bond trustee, as assignee of the Dalton Authority, its 2024-3 Master Indenture Obligation which will be issued and secured under the Original Master Indenture;

WHEREAS, the aggregate principal amount of the Prior Outstanding Obligations, the 2024-2 Master Indenture Obligation and the 2024-3 Master Indenture Obligation is \$377,700,000 which means that in order to obtain the consent required by Section 9.2 of the Original Master Indenture (the consent of the Holders of not less than a majority in aggregate principal amount of “Obligations” under the Original Master Indenture), the aggregate principal amount of \$188,850,001 is required to amend, restate and replace the Original Master Indenture; and

WHEREAS, the aggregate principal amount of the 2024-2 Master Indenture Obligation and the 2024-3 Master Indenture Obligation is \$279,855,000 which constitutes more than a majority of the aggregate principal amount of “Obligations” Outstanding under the Original Master Indenture, and accordingly, the amendment, restatement and replacement of the Original Master Indenture with the Restated Master Indenture shall be effective following the issuance of the Series 2024A Bonds, on the Closing Date; and

WHEREAS, in order to secure the payment of the Series 2024A Bonds, the Authority will pledge all of its right, title and interest in and to the Loan Agreement (except for Unassigned Rights) and the 2024-2 Master Indenture Obligation, including its right to receive certain payments pursuant to the 2024-2 Master Indenture Obligation, to the Bond Trustee pursuant to this Bond Indenture; and

WHEREAS, all references herein to the “Master Indenture” shall upon the Closing Date, following the issuance of the Series 2024A Bonds and the execution and delivery of the Restated Master Indenture, be references to the “Restated Master Indenture,” as it may be further supplemented and amended from time to time; and

WHEREAS, the Bond Trustee has accepted the trusts created by this Bond Indenture and in evidence thereof has joined in the execution hereof; and

WHEREAS, all things necessary to make the Series 2024A Bonds when authenticated by the Bond Trustee and issued as in this Bond Indenture provided, the valid, binding and legal obligations of the Authority according to the import thereof, and to constitute this Bond Indenture a valid assignment and pledge of the Trust Estate for payment of the principal of, premium, if any, and interest on the Series 2024A Bonds, and to constitute this Bond Indenture a valid assignment of the Trust Estate except as otherwise stated herein, have been done and performed, and the creation, execution and delivery of this Bond Indenture, and the issuance of the Series 2024A Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS BOND INDENTURE WITNESSETH:

That the Authority in consideration of the premises and of the purchase of the Series 2024A Bonds and of other good and lawful consideration, the receipt of which is hereby acknowledged, and to secure the payment of the principal of, premium, if any, and interest on the Series 2024A Bonds and the performance and observance of all of the covenants and conditions herein or therein contained, has executed and delivered this Bond Indenture and has conveyed, granted, assigned, transferred, pledged, set over and confirmed and granted a security interest in and by these presents does hereby convey, grant, assign, transfer, pledge, set over and confirm and grant a security interest in, unto the Bond Trustee, its successor or successors and its or their assigns forever, the property hereinafter described (said property being herein sometimes referred to as the “trust estate”) to wit:

GRANTING CLAUSES

DIVISION I

All right, title and interest of the Authority in and to the funds created hereunder and all amounts held therein, including investment earnings;

DIVISION II

All right, title and interest of the Authority in and to the 2024-2 Master Indenture Obligation and all sums payable thereunder;

DIVISION III

All right, title and interest of the Authority in and to the Loan Agreement and the amounts payable to the Authority thereunder (excluding Unassigned Rights);

DIVISION IV

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Authority, by the Borrower or by anyone on their behalf to the Bond Trustee, including without limitation funds of the Borrower held by the Bond Trustee as security for the Series 2024A Bonds;

EXCEPTED PROPERTY

THERE ARE, HOWEVER, expressly excepted and excluded from the lien and operation of this Bond Indenture amounts held by the Bond Trustee in the Purchase Fund and the Rebate Fund created hereunder (as such terms are hereinafter defined);

TO HAVE AND TO HOLD, all and singular, the properties and the rights and privileges hereby conveyed, assigned and pledged by the Authority or intended so to be, unto the Bond Trustee and its successors and assigns forever, in trust, nevertheless, with power of sale for the equal and pro rata benefit and security of each and every holder of the Series 2024A Bonds issued and to be issued hereunder, without preference, priority or distinction as to participation in the benefit and protection hereof of one Bond over or from the others, by reason of priority in the issue

or negotiation or maturity thereof, or for any other reason whatsoever, except as herein otherwise expressly provided, so that each and all of such Bonds shall have the same right, lien and privilege under this Bond Indenture and shall be equally secured hereby with the same effect as if the same had all been made, issued and negotiated simultaneously with the delivery hereof and were expressed to mature on one and the same date, for the benefit and security of the Credit Facility Provider, if any, with respect to the obligations of the Borrower under a related Reimbursement Agreement, if any, for the benefit and security of the Liquidity Facility Provider, if any, with respect to the obligations of the Borrower under the Liquidity Facility or a related Reimbursement Agreement and for the benefit and security of the Purchaser, if any, with respect to the obligations of the Borrower under a Continuing Covenant Agreement, if any;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that if the Authority or its successors or assigns shall well and truly pay or cause to be paid the principal of such Series 2024A Bonds (including, without limitation, Liquidity Facility Bonds) with interest, including the payment of the Purchase Price for any Series 2024A Bonds (including, without limitation, Liquidity Facility Bonds), according to the provisions set forth in the Series 2024A Bonds (including, without limitation, Liquidity Facility Bonds) and each of them or shall provide for the payment or redemption of such Series 2024A Bonds (including, without limitation, Liquidity Facility Bonds) by irrevocably depositing or causing to be irrevocably deposited with the Bond Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions hereof, and shall also pay or cause to be paid all other sums payable hereunder by the Authority, then these presents and the estate and rights hereby granted shall cease, determine and become void, and thereupon the Bond Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the Authority and the Borrower and upon the payment of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the Authority such instruments of satisfaction or release as may be necessary or proper to discharge this Bond Indenture, including if appropriate any required discharge of record, and if necessary shall grant, convey, reassign and deliver to the Authority, its successors or assigns, all and singular the property, rights, privileges and interests by it hereby granted, conveyed, assigned and delivered, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided; otherwise this Bond Indenture shall be and remain in full force;

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto that all Series 2024A Bonds (including, without limitation, Liquidity Facility Bonds) are to be issued, authenticated and delivered, and that all the trust estate is to be held and applied, subject to the further covenants, conditions, releases, uses and trusts hereinafter set forth, and the Authority, for itself and its successors, does hereby covenant and agree to and with the Bond Trustee and its respective successors in said trust, for the benefit of those who shall own the Series 2024A Bonds (including, without limitation, Liquidity Facility Bonds), or any of them, and for the benefit of the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. Except as hereinafter provided, the terms used in this Bond Indenture shall have the same meanings as set forth in the Master Indenture. In addition to the

words and terms defined in the Master Indenture or elsewhere in this Bond Indenture, the following words and terms as used in this Bond Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

“**Act**” means Title 48, Chapter 101, Part 3 of the Tennessee Code Annotated, as amended.

“**Affiliate**” has the meaning set forth in the Master Indenture.

“**Alternate Rate**” means, (i) with respect to Series 2024A Bonds in a Daily Mode, Weekly Mode, Commercial Paper Mode or Term Rate Mode, the applicable annual rate determined as provided in Section 209 hereto, (ii) with respect to the R-FLOATs Rate during an R-FLOATs Weekly Period or an R-FLOATs Monthly Period, the SIFMA Municipal Index as most recently published prior to the date the Alternate Rate is determined, and (iii) with respect to the R-FLOATs Rate during an R-FLOATs Term Period, an annual rate equal to 75% of the highest quoted yield on United States Government Obligations – State and Local Government Series, with a maturity equal to the length of the R-FLOATs Term Period for which the Alternate Rate is calculated, which yield is published in Form PD4262, Department of Treasury, Bureau of Public Debt, as most recently published prior to the date the Alternate Rate is determined.

“**Applicable Factor**” means, during any Bank Index Rate Period, (a) a percentage designated by the Market Agent (which shall be a percentage between 65.1% and 135%), or (b) such other percentage determined by the Market Agent in accordance with Section 210(B)(2)(b) or 210(C)(2) which in the Opinion of Bond Counsel will not adversely affect any exclusion from gross income for federal income tax purposes to which the Series 2024A Bonds would otherwise be entitled.

“**Applicable Spread**” means, with respect to each Bank Index Rate Period, the following:

(a) during any Bank Index Rate Period (other than a Subsequent Bank Index Rate Period), the number of basis points determined by the Market Agent on or before the first day of such Bank Index Rate Period, as applicable, and designated by the Borrower in accordance with 210(B) (which may include a schedule for the Applicable Spread based upon the ratings assigned to the long-term unenhanced parity debt of the Borrower and any other members of the Obligated Group) that, when added to the product of the Index multiplied by the Applicable Factor would in the judgment of the Market Agent under then-existing market conditions equal the minimum interest rate per annum that would enable the Series 2024A Bonds to be sold on such date at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon); and

(b) during any Subsequent Bank Index Rate Period, the number of basis points determined by the Market Agent on or before the first day of such Subsequent Bank Index Rate Period and designated by the Borrower in accordance with Section 210(C)(1) (which may include a schedule for the Applicable Spread based upon the ratings assigned to the long-term unenhanced parity debt of the Borrower and any other members of the Obligated Group) that, when added to the product of the Index multiplied by the Applicable Factor would in the judgment of the Market Agent under then-existing market conditions equal the minimum interest rate per annum that would enable the Series 2024A Bonds to be sold

on such date at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon).

“Authority” means The Health and Educational Facilities Board of the City of Cleveland, Tennessee, a body politic and corporate created and existing under and by virtue of the Act, and its successors and assigns.

“Authorized Authority Representative” means the Chairman, Vice Chairman or Secretary of the Authority or the person or persons at the time designated to act on behalf of the Authority by written certificate furnished to the Bond Trustee containing the specimen signature of each such person and signed on behalf of the Authority by its Chairman or Vice Chairman.

“Authorized Borrower Representative” means the President and Chief Executive Officer; Executive Vice President and Chief Financial Officer; Executive Director, Financial Services Director; or Finance & Treasury Services of the Borrower or the person or persons at the time designated to act on behalf of the Borrower by written certificate furnished to the Bond Trustee containing the specimen signature of each such person and signed on behalf of the Borrower by its President or any Vice President.

“Authorized Denomination” means denominations of

(a) \$5,000 and any integral multiple thereof with respect to the Series 2024A Bonds in the Fixed Rate Mode or the Term Rate Mode;

(b) \$25,000 and any integral multiple thereof with respect to Series 2024A Bonds in an Indexed Mode;

(c) \$100,000 and any integral multiple of \$5,000 in excess thereof with respect to Series 2024A Bonds in the Daily Mode, the Weekly Mode, or the Commercial Paper Mode;

(d) \$250,000 and any integral multiple of \$5,000 in excess thereof with respect to Series 2024A Bonds in the Bank Index Mode or the Bank Fixed Mode; and

(e) \$25,000 and any integral multiple of \$5,000 in excess thereof with respect to the Series 2024A Bonds in the R-FLOATs Rate Mode.

“Automatic Termination Event” or **“Automatic Termination Events”** means an event or events of default specified in the Liquidity Facility resulting in the immediate termination, without notice from the Liquidity Facility Provider or mandatory tender, of the Liquidity Facility Provider’s obligation to purchase Liquidity Facility Bonds to the extent and pursuant to the limitations provided in the Liquidity Facility.

“Bank Fixed Mode” means the Mode during which the Series 2024A Bonds bear interest at a Bank Fixed Rate (including during a Subsequent Bank Fixed Rate Period); provided that, unless otherwise specifically indicated herein, references to the Bank Fixed Mode shall include Bonds bearing interest at the Term-Out Rate immediately following a Bank Fixed Rate Purchase

Date if the Series 2024A Bonds are in a Term-Out Period pursuant to Section 210(D) hereof and a Term-Out Period is provided in the Continuing Covenant Agreement.

“Bank Fixed Rate” means the per annum interest rate with respect to any Series 2024A Bonds determined on a Rate Determination Date for each Bank Fixed Rate Period and set by the Market Agent pursuant to Section 210(A) hereof. The Bank Fixed Rate shall be subject to adjustment pursuant to Section 210(F) hereof.

“Bank Fixed Rate Period” means

(a) each period (other than a Subsequent Bank Fixed Rate Period) during which the Series 2024A Bonds bear interest at a Bank Fixed Rate from and including a Bank Rate Change Date to, but not including, the earlier of (i) the immediately succeeding Bank Fixed Rate Purchase Date, (ii) the next succeeding Mode Change Date, (iii) the date on which the Series 2024A Bonds are redeemed in full and (iv) the Maturity Date, and

(b) any Subsequent Bank Fixed Rate Period.

“Bank Fixed Rate Purchase Date” means, during any Bank Fixed Rate Period,

(a) the date designated by the Borrower pursuant to Section 210(A) or 210(C) hereof, and

(b) the date that is seven calendar days (or if such seventh calendar day is not a Business Day, the next Business Day) after the date on which the Bond Trustee receives written notice from the Purchaser under a Continuing Covenant Agreement that (i) advises the Bond Trustee of the occurrence and continuance of an “Event of Default” under and as defined in such Continuing Covenant Agreement and (ii) directs the Bond Trustee to cause a mandatory tender of the Series 2024A Bonds held by such Purchaser by reason of such “Event of Default.”

“Bank Index Mode” means the Mode during which the Series 2024A Bonds bear interest at a Bank Index Rate (including during a Subsequent Bank Index Rate Period); provided that, unless otherwise specifically indicated herein, references to the Bank Index Mode shall include Bonds bearing interest at the Term-Out Rate immediately following a Bank Index Rate Purchase Date if the Series 2024A Bonds are in a Term-Out Period pursuant to Section 210(D) hereof and a Term-Out Period is provided in the Continuing Covenant Agreement.

“Bank Index Rate” means the per annum interest rate with respect to any Series 2024A Bonds determined on each Rate Determination Date during each Bank Index Rate Period equal to the sum of (a) the product of (i) the Index on the Rate Determination Date and (ii) the Applicable Factor plus (b) the Applicable Spread, as calculated pursuant to Sections 210(B) and 210(C) hereof and subject to adjustment pursuant to Section 210(F) hereof.

“Bank Index Rate Period” means

(a) each period (other than a Subsequent Bank Index Rate Period) during which the Series 2024A Bonds bear interest at a Bank Index Rate from and including a Bank Rate

Change Date to, but not including, the earliest of (i) the immediately succeeding Bank Index Rate Purchase Date, (ii) the next succeeding Mode Change Date, (iii) the date on which the Series 2024A Bonds are redeemed in full and (iv) the Maturity Date, and

(b) any Subsequent Bank Index Rate Period.

“Bank Index Rate Purchase Date” means, during any Bank Index Rate Period,

(a) during any Bank Index Rate Period, the date designated by the Borrower pursuant to Section 210(B) or 210(C), as applicable, and

(b) the date that is seven calendar days (or if such seventh calendar day is not a Business Day, the next Business Day) after the date on which the Bond Trustee receives written notice from the Purchaser under a Continuing Covenant Agreement that (i) advises the Bond Trustee of the occurrence and continuance of an “Event of Default” under and as defined in such Continuing Covenant Agreement and (ii) directs the Bond Trustee to cause a mandatory tender of the Series 2024A Bonds held by such Purchaser by reason of such “Event of Default.”

“Bank Index Rate Reset Date” means (i) when the Index for a Bank Index Rate Period is Term SOFR, the SOFR Reset Date, or (ii) when the Index for a Bank Index Rate Period is SIFMA Municipal Index, Thursday of each week.

“Bank Rate Change Date” means

(a) the date on which the Series 2024A Bonds begin to bear interest at a Bank Index Rate or a Bank Fixed Rate, and

(b) if the Series 2024A Bonds are presently bearing interest at a Bank Index Rate or a Bank Fixed Rate during a Bank Rate Period, the Mode Change Date on which a new Bank Rate Period shall commence.

“Bank Rate Period” means a Bank Index Rate Period or a Bank Fixed Rate Period.

“Bank Rate Purchase Date” means a Bank Index Rate Purchase Date, a Bank Fixed Rate Purchase Date or a Term-Out Purchase Date.

“Benefited Affiliate” means any Affiliate of the Borrower that owns or uses Bond Financed Property. On the date of this Bond Indenture, the Benefited Affiliates are expected to be BMC and VBM.

“BMC” means Bradley Medical Center, LLC, a Tennessee limited liability company duly organized and existing under the laws of the State of Tennessee, or any company or corporation which is the surviving, resulting or transferee corporation or company in any merger, consolidation or transfer of assets permitted under the Master Indenture.

“Bondholder,” “holder” or “owner of the Series 2024A Bonds” means the registered owner of any Bond.

“Bond Counsel” means Murray Barnes Finister LLP or any nationally recognized municipal bond counsel not objected to by the Authority.

“Bond Financed Property” means any and all property of the Borrower or a Benefited Affiliate financed or refinanced, directly or indirectly, with the proceeds of the Series 2024A Bonds, including without limitation the Project, as more specifically detailed in the Tax Certificate and Agreements.

“Bond Indenture” means this Bond Indenture dated as of July 1, 2024 between the Authority and the Bond Trustee, as it may from time to time be amended or supplemented.

“Bond Register” means the registration books of the Authority kept by the Bond Registrar to evidence the registration and transfer of Bonds.

“Bond Registrar” means the Bond Trustee, as keeper of the Bond Register.

“Bond Resolution” means the resolution adopted by the members of the Authority on June 11, 2024 and July 25, 2024, authorizing the issuance, delivery and sale of the Series 2024A Bonds.

“Bond Sinking Fund” means the fund by that name established under Section 404 hereof.

“Bond Trustee” means U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, or any successor trustee under this Bond Indenture.

“Bonds” or “Series 2024A Bonds” means the \$205,230,000 in aggregate original principal amount of The Health and Educational Facilities Board of the City of Cleveland, Tennessee Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024A authorized to be issued pursuant to the terms and conditions of this Bond Indenture.

“Borrower” means Hamilton Health Care System, Inc., a nonprofit corporation duly organized and existing under the laws of the State of Georgia, and its successors and assigns and any surviving, resulting or transferee corporation.

“Bradley Medical Center Facilities” means the Hospital, together with certain related businesses including medical office buildings, outpatient care facilities, physician practices and ancillary services and improvements thereto.

“Business Day” means a day which is not (a) a Saturday, Sunday or legal holiday on which banking organizations in the State of New York or the city in which the Principal Office of the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, the Remarketing Agent, if any, the Tender Agent, if any, the Purchaser, if any, the Market Agent, if any, the Index Agent, if any, or the Bond Trustee is located are authorized or required by law to close and on which such entity is in fact closed or (b) a day on which the New York Stock Exchange or Federal Reserve Banks are closed.

“Call Date” means for (i) an Indexed Mode, the date six months prior to the Purchase Date for such Indexed Rate Mode (unless the Indexed Rate Mode shall be shorter than six months, in

which case, the Call Date shall be inapplicable and the applicable Series 2024A Bonds shall not be callable at the option of the Borrower prior to the applicable Purchase Date), and (ii) a Term Rate Mode, a date six months prior to the Purchase Date for such Term Rate Mode (unless the Term Rate Mode shall be shorter than six months, in which case, the Call Date shall be inapplicable and the applicable Series 2024A Bonds shall not be callable at the option of the Borrower prior to the applicable Purchase Date).

“Closing Date” means the date of the initial issuance and delivery of the Series 2024A Bonds.

“CME Term SOFR Administrator” means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (or a successor administrator).

“Code” means the Internal Revenue Code of 1986, as amended from time to time. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations, relating to such section which are applicable to the Series 2024A Bonds or the use of the proceeds thereof.

“Commercial Paper Mode” means the Mode during which any Series 2024A Bonds bear interest at the Commercial Paper Rate.

“Commercial Paper Rate” means the per annum interest rate with respect to any Series 2024A Bond in the Commercial Paper Mode determined pursuant to Section 205 hereof.

“Completion Certificate” means a certificate signed by the Authorized Borrower Representative in the form attached hereto as **EXHIBIT D** (a) stating, without prejudice as to rights against third parties, the date of completion of the Project and that all costs and expenses incurred in connection with the Project and expected to be paid with proceeds of the Series 2024A Bonds have been paid except for specified amounts either that are not yet due and payable or that the Borrower is contesting in good faith by appropriate proceedings, (b) stating that all permits for the occupancy and use of the Project have been obtained, if applicable, and (c) either (i) demonstrating that the weighted average maturity of the Series 2024A Bonds does not exceed 120% of the average reasonably expected economic life of the Bond Financed Property (taking into account any additions to or deletions from the Project as originally contemplated in the Tax Certificate and Agreements), calculated in accordance with Section 147 of the Code or (ii) containing the agreement of the Borrower to sufficiently shorten the weighted average maturity of the Series 2024A Bonds so that the condition described in (i) will be met through a defeasance or optional redemption of a portion of the Series 2024A Bonds.

“Continuing Covenant Agreement” means any agreement between the Borrower and/or one or more other Members of the Obligated Group and a Purchaser that is designated as a Continuing Covenant Agreement hereunder, in each case as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and Section 1004 of this Bond Indenture.

“Cost” or **“Costs”** in connection with any Project, shall mean all expenses which are properly chargeable thereto under Generally Accepted Accounting Principles or which are

incidental to the financing, acquisition, construction and installation of the Project, or which are otherwise financeable under the Act, including, without limiting the generality of the foregoing:

- (a) amounts payable to contractors and costs incident to the award and performance of contracts;
- (b) cost of labor, materials, facilities and services furnished by Borrower or the Authority, and their employees or others, materials and supplies purchased by Borrower or any Affiliate thereof or the Authority or others, and permits and licenses obtained by Borrower, the Authority or others;
- (c) engineering, architectural, legal, accounting and other professional and advisory fees, as well as the fees and expenses of the Bond Trustee;
- (d) printing, engraving, legal fees, accounting fees, placement fees and costs, underwriting discount and other expenses of financing and issuing the Series 2024A Bonds, including any fees or other expenses charged by the Authority and the Bond Trustee;
- (e) costs, fees and expenses in connection with the acquisition of real and personal property or rights therein, including premiums for title insurance;
- (f) costs of equipment;
- (g) amounts required to repay temporary loans or advances Borrower’s funds made to finance Costs of such Project; and
- (h) costs of site improvements, including demolition, performed in anticipation of the Project.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include independent or in house legal counsel for any Member of the Credit Group, the Master Trustee or a Related Bond Trustee (as defined in the Master Indenture).

“Credit Facility” means a letter of credit and may include a confirming letter of credit or similar credit facility issued by a Credit Facility Provider which, by its terms and conditions, shall secure the payment of the principal of and interest on the Series 2024A Bonds in an Eligible Moneys Mode when due, and delivered to the Bond Trustee at the option of the Borrower pursuant to Section 9.5 of the Loan Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof. If the Credit Facility securing the Series 2024A Bonds is also a Liquidity Facility, the terms governing both Credit Facilities and Liquidity Facilities herein shall apply. The Series 2024A Bonds shall be initially issued without the support of a Credit Facility.

“Credit Facility Default Tender Date” means the Business Day designated by the Bond Trustee pursuant to Section 508(C) hereof on which Series 2024A Bonds are subject to mandatory tender following receipt by the Bond Trustee of (a) written notice from the Credit Facility Provider that an event of default has occurred and is continuing under the Reimbursement Agreement and

directing a mandatory tender of the Series 2024A Bonds, which date shall be the Business Day immediately following receipt by the Bond Trustee of such notice or (b) a written notice from the Credit Facility Provider that the Credit Facility Provider is not reinstating the interest portion of the Credit Facility, which date must be the Business Day immediately following receipt of such notice by the Bond Trustee.

“Credit Facility Provider” means the bank, savings institution, insurer or other financial institution issuing a Credit Facility.

“Credit Group” or **“Credit Group Members”** shall have the meaning set forth in the Master Indenture.

“Credit Group Representative” means the Borrower or such other Member as may be so designated from time to time pursuant to the provisions of the Master Indenture.

“Current Mode” shall have the meaning specified in Section 212 hereof.

“Daily Mode” means the Mode during which Series 2024A Bonds bear interest at the Daily Rate.

“Daily Rate” means an interest rate that is determined on each Business Day with respect to the Series 2024A Bonds in the Daily Mode pursuant to Section 206 hereof.

“Default” means the occurrence of an event which, with the lapse of time or the giving of notice or both, would constitute an Event of Default.

“Default Rate” has the meaning set forth in the Continuing Covenant Agreement, if any.

“Defaulted Interest” means interest on any Bond which is payable but not duly paid on the date due.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(a) on the date when the Borrower or any Member of the Obligated Group files any statement, supplemental statement or other tax schedule, return or document which specifically discloses that an Event of Taxability shall have in fact occurred;

(b) on the date when the Authority, the Borrower or any Member of the Obligated Group shall be advised in writing by the Commissioner of the Internal Revenue Service or the District Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Borrower or any Member of the Obligated Group, or upon any review or audit of the Borrower or such Member of the Obligated Group or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(c) on the date when the Borrower shall receive notice from a Bondholder or any former Bondholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Bondholder or such former Bondholder the interest on the Series 2024A Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (b) or (c) hereunder unless the Obligated Group has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided, further, however, that upon demand from the Bondholder or former Bondholder, the Authority shall promptly reimburse (but solely from payments made to the Authority by the Obligated Group for such purpose) such Bondholder or former Bondholder for any payments, including any taxes, interest, penalties or other charges, such Bondholder (or former Bondholder) shall be obligated to make as a result of the Determination of Taxability.

“DTC” means The Depository Trust Company.

“Effective Date” means each U.S. Government Securities Business Day.

“Electronic Means” means facsimile transmission, a portable document format (“pdf”) or other replicating image attached to an email transmission or other similar electronic means of communication providing evidence of transmission, including a telephonic communication confirmed by any other method set forth above.

“Eligible Bonds” means any Series 2024A Bonds other than (a) Liquidity Facility Bonds or (b) Series 2024A Bonds owned by, for the account of, or on behalf of, the Authority or the Borrower or any Affiliate of the Borrower.

“Eligible Moneys” means

(a) Series 2024A Bond proceeds deposited with the Bond Trustee contemporaneously with the issuance and sale of the Series 2024A Bonds and which were continuously thereafter held subject to the lien of this Bond Indenture in a separate and segregated fund, account or subaccount established under this Bond Indenture in which no moneys which were not Eligible Moneys were at any time held, together with investment earnings on such Series 2024A Bond proceeds;

(b) moneys (i) paid by the Borrower or any other Member of the Obligated Group to the Bond Trustee, (ii) held in any fund, account or subaccount established under this Bond Indenture in which no other moneys which are not Eligible Moneys are held and (iii) which have so been on deposit with the Bond Trustee for at least one calendar year from their receipt by the Bond Trustee, during and prior to which period no petition by or against the Authority, the Borrower or any other Member of the Obligated Group to which such moneys are attributable under any bankruptcy or similar law now or hereafter in effect shall have been filed and no bankruptcy or similar proceeding otherwise initiated (unless such petition or proceeding shall have been dismissed and such dismissal be final and not subject to appeal), together with investment earnings on such moneys, if the Bond Trustee

has received an unqualified opinion of nationally recognized bankruptcy counsel selected by the Borrower or any other Member of the Obligated Group (which opinion may assume that no Bondholders are “insiders” within the meaning of the Bankruptcy Code) to the effect that payment of such amounts to Bondholders would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code should the Authority, the Borrower or any other Member of the Obligated Group become a debtor in a proceeding commenced thereunder;

(c) moneys received by the Bond Trustee from any draw on the Credit Facility or the Liquidity Facility, together with investment earnings on such moneys;

(d) proceeds from the remarketing or resale of any Series 2024A Bonds pursuant to the provisions of this Bond Indenture to any Person other than the Borrower, any other Member of the Obligated Group or the Authority;

(e) proceeds from the issuance and sale of refunding bonds, together with the investment earnings on such proceeds, if there is delivered to the Bond Trustee at the time of issuance and sale of such bonds an opinion of nationally recognized bankruptcy counsel selected by the Borrower or any other Member of the Obligated Group (which opinion may assume that no Bondholders are “insiders” within the meaning of the Bankruptcy Code) to the effect that the use of such proceeds and investment earnings to pay the principal of, premium, if any, or interest on the Series 2024A Bonds would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code should the Authority, the Borrower or any other Member of the Obligated Group become a debtor in a proceeding commenced thereunder; and

(f) moneys which are derived from any other source, together with the investment earnings on such moneys, if the Bond Trustee has received an unqualified opinion of nationally recognized bankruptcy counsel selected by the Borrower or any other Member of the Obligated Group (which opinion may assume that no Bondholders are “insiders” within the meaning of the Bankruptcy Code) to the effect that payment of such amounts to Bondholders would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code should the Authority, the Borrower or any other Member of the Obligated Group become a debtor in a proceeding commenced thereunder; provided that such proceeds, moneys or income shall not be deemed to be Eligible Moneys or available for payment of the Series 2024A Bonds if, among other things, an injunction, restraining order or stay is in effect preventing such proceeds, moneys or income from being applied to make such payment.

“Eligible Moneys Modes” means the Daily Mode, the Weekly Mode and the Commercial Paper Mode.

“Event of Default” means any occurrence or event specified in Section 702 hereof.

“Event of Taxability” means a (a) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by any Member of the Obligated Group or any Benefitted Affiliate, or the

failure to take any action by any Member of the Obligated Group or any Benefitted Affiliate, or the making by any Member of the Obligated Group or any Benefitted Affiliate of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Series 2024A Bonds) which has the effect of causing interest paid or payable on the Series 2024A Bonds to become includable, in whole or in part, in the gross income of the Bondholder or any former Bondholder for federal income tax purposes or (b) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Series 2024A Bonds to become includable, in whole or in part, in the gross income of the Bondholder or any former Bondholder for federal income tax purposes with respect to the Series 2024A Bonds.

“Expense Fund” means the fund created in Section 302 hereof.

“Expiration Date” means (a) the date upon which a Liquidity Facility or a Credit Facility is scheduled to expire (taking into account any extensions of such Expiration Date) in accordance with its terms without regard to any early termination thereof, (b) the date upon which a Liquidity Facility terminates following voluntary termination by the Borrower pursuant to Section 9.4(c) of the Loan Agreement and (c) the date upon which a Credit Facility terminates following voluntary termination by the Borrower pursuant to Section 9.5 of the Loan Agreement.

“Favorable Opinion of Bond Counsel” means, with respect to any action the occurrence of which requires such an opinion, an unqualified Opinion of Bond Counsel to the effect that such action is permitted under this Bond Indenture and will not, in and of itself, adversely affect the validity or enforceability of the Series 2024A Bonds or any exclusion from gross income for federal income tax purposes to which interest on the Series 2024A Bonds would otherwise be entitled (subject to the inclusion of any exceptions contained in the opinion or opinions of Bond Counsel delivered upon original issuance of the Series 2024A Bonds and which opinion may be based upon a ruling or rulings of the Internal Revenue Service), and containing any other opinion specifically required by the provisions of this Bond Indenture.

“Fitch” means Fitch Ratings Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Borrower by written notice to the Bond Trustee, the Purchaser and the Authority.

“Fixed Rate” means, for any Fixed Rate Period, the fixed interest rate or rates on Series 2024A Bonds determined pursuant to and in accordance with Sections 208, 212(B), 212(C) and 502(B) hereof.

“Fixed Rate Bonds” means the Series 2024A Bonds during a Fixed Rate Mode.

“Fixed Rate Mode” means a Mode during which Series 2024A Bonds bear interest at a Fixed Rate.

“**Fixed Rate Period**” means, the period during which the Series 2024A Bonds are in a Fixed Rate Mode.

“**Fund**” means any of the funds established pursuant to this Bond Indenture.

“**Governing Body**” means the board of directors, the board of trustees or similar group in which the right to exercise the powers of corporate directors or trustees is vested.

“**Government Obligations**” means (a) noncallable United States Government Obligations or (b) evidences of a direct ownership in future interest or principal payments on noncallable United States Government Obligations, which United States Government Obligations are held in a custodial account by a custodian on behalf of the Bond Trustee pursuant to the terms of a custody agreement; provided, however, that if such Government Obligations consist of obligations for which the principal and interest payments have been “stripped” into separate securities, such custodian shall be a Federal Reserve Bank.

“**Hospital**” means Tennova Healthcare – Cleveland located at 2305 Chambliss Avenue, NW, Cleveland, Tennessee 37311 and presently known as “Bradley Medical Center.”

“**Immediate Notice**” means notice by telephone, telex, telecopier or electronic mail to such telephone number, telex number, telecopier number or electronic mail address as the addressee shall have directed in writing, promptly followed by written notice by overnight courier service or by first class mail, postage prepaid, to such address as the addressee shall have directed in writing; provided, however, that if any Person required to give an Immediate Notice shall not have been provided with the necessary information as to the telephone, telex number, telecopier number or electronic mail address of an addressee, Immediate Notice shall mean written notice by overnight courier service or by first class mail, postage prepaid.

“**Independent Counsel**” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include independent legal counsel for the Borrower, any Member of the Credit Group, the Authority or the Bond Trustee.

“**Index**” means, during any Bank Index Rate Period, either SIFMA Municipal Index or Term SOFR, as selected by the Borrower.

“**Index Agent**” means for any Bank Index Rate Period, such financial institution or financial advisory firm as designated by the Borrower pursuant to Section 210(E) hereof.

“**Indexed Mode**” means the Mode during which the Series 2024A Bonds bear interest at the Indexed Rate.

“**Indexed Rate**” means an interest rate that is determined with respect to the Series 2024A Bonds in the Indexed Mode pursuant to Section 207(A) hereof; provided, however, that the Indexed Rate shall never exceed the Maximum Rate.

“**Initial Fixed Rate Mode**” means the Fixed Rate Mode commencing on the Closing Date.

“**Interest Fund**” means the fund by that name created pursuant to Section 403 hereof.

“**Interest Payment Date**” means

(a) with respect to Series 2024A Bonds in a Daily Mode or a Weekly Mode, the first Business Day of each month, commencing the first Business Day of the month following the date on which the change to such Mode occurs;

(b) with respect to Series 2024A Bonds in a Commercial Paper Mode (i) with an Interest Period of 180 days or less, the Purchase Date, and (ii) with an Interest Period of 181 days or more, the first Business Day to occur six calendar months following the date on which the change to such Mode occurs and the Purchase Date;

(c) with respect to Series 2024A Bonds in a Term Rate Mode, the first February 15 or August 15 following the month in which the conversion to the Term Rate Mode occurs, each February 15 and August 15 thereafter and the Purchase Date;

(d) with respect to Series 2024A Bonds in the Fixed Rate Mode, the first February 15 or August 15 following the month in which the conversion to the Fixed Rate Mode occurs and each February 15 and August 15 thereafter;

(e) with respect to Series 2024A Bonds in an Indexed Mode, each February 15 or August 15 or such other dates determined by the Remarketing Agent pursuant to Section 207(A) hereof;

(f) with respect to Series 2024A Bonds in a Bank Fixed Mode, the first February 15 and August 15 following the month in which a conversion to the Bank Fixed Mode occurs and each February 15 and August 15 thereafter;

(g) with respect to Series 2024A Bonds in a Bank Index Mode, the first Business Day of the month following the month in which a conversion to the Bank Index Mode occurs and the first Business Day of each month thereafter for each Interest Payment Period;

(h) (i) for any Bond in an R-FLOATs Rate Mode other than an R-FLOATs Term Period, the first Business Day of the month following the month in which the conversion to the R-FLOATs Rate Mode occurs and the first Business Day of each month thereafter, (ii) during any R-FLOATs Term Period of 180 days or less, the Business Day immediately following the end of such R-FLOATs Term Period, and (iii) during any R-FLOATs Term Period of more than 180 days, each February 15 and August 15 during such R-FLOATs Term Period and the Business Day immediately following the end of such R-FLOATs Term Period;

(i) any Mode Change Date;

(j) any Substitute Credit Facility Date;

(k) any Substitute Liquidity Facility Date;

(l) any Purchase Date;

- (m) any Mandatory Purchase Date;
- (n) the respective Maturity Dates of the Series 2024A Bonds;
- (o) with respect to Liquidity Facility Bonds, the dates set forth in the Reimbursement Agreement or the Liquidity Facility, as applicable; and
- (p) the date of conversion to a Subsequent Bank Fixed Rate Period or Subsequent Bank Index Rate Period pursuant to Section 201(C) hereof.

“Interest Payment Period” means the period commencing on the last Interest Payment Date to which interest has been paid on a Series 2024A Bond (or, if no interest has been paid from the Closing Date of the Series 2024A Bond, commencing on the Closing Date) to, but not including, the Interest Payment Date on which interest is to be paid.

“Interest Period” means the period of time that an interest rate remains in effect, which period:

- (a) with respect to Series 2024A Bonds in a Daily Mode, commences on a Business Day and extends to, but does not include, the next succeeding Business Day;
- (b) with respect to Series 2024A Bonds in a Weekly Mode, commences on the first day such Series 2024A Bonds begin to accrue interest in the Weekly Mode and ends on the next succeeding Wednesday, and thereafter commences on each Thursday and ends on Wednesday of the following week;
- (c) with respect to Series 2024A Bonds in a Commercial Paper Mode, shall be established by the Remarketing Agent pursuant to Section 205 hereof;
- (d) with respect to Series 2024A Bonds in an Indexed Mode, commences on the first day Series 2024A Bonds begin to accrue interest in the Indexed Mode and ends on the day prior to the final Maturity Date of the Series 2024A Bonds;
- (e) with respect to Series 2024A Bonds in a Term Rate Mode, commences on the first day such Series 2024A Bonds begin to accrue interest in the Term Rate Mode to, but not including, the Purchase Date established pursuant to Section 207 hereof and thereafter shall be from and including such Purchase Date to but not including the next Purchase Date; provided that the Interest Period shall be at least 180 days in length;
- (f) with respect to Series 2024A Bonds in a Fixed Rate Mode, shall be the Fixed Rate Period;
- (g) with respect to Series 2024A Bonds in a Bank Fixed Mode (including during any Term-Out Period), shall be each Bank Fixed Rate Period;
- (h) with respect to Series 2024A Bonds in a Bank Index Mode (including during any Term-Out Period), commences on and includes the first day Series 2024A Bonds begin to accrue interest in the Bank Index Mode (i) when the Index is Term SOFR,

ends on and includes the last day (whether a Business Day or not) of the same month, and thereafter commences on and includes the first day of each month and ends on and includes the last day (whether a Business Day or not) of the same month or (ii) when the Index is the SIFMA Municipal Index, ends on and includes the immediately succeeding Wednesday (whether a Business Day or not), and thereafter commences on and includes Thursday of each week and ends on and includes the Wednesday (whether a Business Day or not) of the immediately succeeding week; and

- (i) with respect to Series 2024A Bonds in an R-FLOATs Rate Mode, commences on and includes the first day the Series 2024A Bonds begin to accrue interest in the R-FLOATs Rate Mode for an R-FLOATs Period to the immediately succeeding R-FLOATs Reset Date for such Series 2024A Bonds all as more specifically described in Section 211 hereof.

“Investment Grade” means that rating of any of the Rating Agencies or any other rating agency of national recognition with a rating then in effect with respect to any Related Bond which represents the lowest rating any of such rating agencies recognizes as being investment grade.

“Issuing Expenses” means fees and expenses incurred or to be incurred by or on behalf of the Authority, the Bond Trustee, the Master Trustee, the Borrower or Bond Counsel for the Series 2024A Bonds in connection with the issuance and sale of the Series 2024A Bonds including, but not limited to, underwriting costs (whether in the form of discount in the purchase of the Series 2024A Bonds or otherwise), fees and expenses of legal counsel (including Bond Counsel and Counsel for the Authority, the Bond Trustee and the Borrower), fees and expenses of financial advisors, feasibility consultants and accountants, rating agency fees, fees and expenses of the Bond Trustee, fees and expenses of the Purchaser, printing costs, recording expenses, costs associated with the acquisition of securities for any defeasance escrow and for verifying the sufficiency of any defeasance escrow and title insurance and survey costs.

“Liquidity Facility” means a standby bond purchase agreement, letter or line of credit or similar liquidity facility issued by a Liquidity Facility Provider which, by its terms and conditions, provides for the payment of the Purchase Price of Series 2024A Bonds in an Eligible Moneys Mode tendered and not remarketed, and delivered to the Tender Agent at the option of the Borrower pursuant to Section 9.4 of the Loan Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof. If the Liquidity Facility securing the Series 2024A Bonds is also a Credit Facility, the terms governing both Credit Facilities and Liquidity Facilities herein shall apply. The Series 2024A Bonds shall be initially issued without the support of a Liquidity Facility.

“Liquidity Facility Bond Rate” means the interest rate(s) applicable from time to time to Liquidity Facility Bonds as determined in accordance with the related Reimbursement Agreement or Liquidity Facility, as applicable, which shall initially be the “Bank Rate” as defined in the Initial Liquidity Facility. The Liquidity Facility Bond Rate shall apply only to Liquidity Facility Bonds.

“Liquidity Facility Bond Sale Date” means the day on which a Liquidity Facility Bond ceases to be a Liquidity Facility Bond.

“**Liquidity Facility Bonds**” means Series 2024A Bonds purchased by a Liquidity Facility Provider pursuant to a Liquidity Facility, but excluding Series 2024A Bonds no longer considered Liquidity Facility Bonds pursuant to the terms of such Liquidity Facility.

“**Liquidity Facility Deposit Account**” means the account by that name within the Purchase Fund established pursuant to Section 510 hereof.

“**Liquidity Facility Event of Default**” has the meaning assigned to the term “Event of Default” set forth in the Liquidity Facility.

“**Liquidity Facility Provider**” means (a) the bank, savings institution, insurer or other financial institution providing a Liquidity Facility, or (b) the Borrower or any company or group of companies with which the Borrower is affiliated issuing a Liquidity Facility, in either case, which Liquidity Facility Provider is acceptable to the Credit Facility Provider, if any.

“**Loan**” shall have the meaning set forth in the recitals to this Bond Indenture.

“**Loan Agreement**” means the Loan Agreement, dated as of July 1, 2024, between the Borrower and the Authority, as it may from time to time be amended, initially providing for the loan to the Borrower of the proceeds of the Series 2024A Bonds.

“**LOC Interest Account**” means the account by that name in the Interest Fund established under Section 403 hereof.

“**LOC Principal Account**” means the account by that name in the Bond Sinking Fund established under Section 404 hereof.

“**LOC Redemption Account**” means the account by that name in the Redemption Fund established under Section 405 hereof.

“**Long-Term Mode**” means the Indexed Mode, the Term Rate Mode, the Fixed Rate Mode, the Bank Fixed Mode with a Bank Fixed Rate Period in excess of 365 days, or the Bank Index Mode with a Bank Index Rate period in excess of 365 days or the R-FLOATs Rate Mode bearing interest at an R-FLOATs Term Rate.

“**Mandatory Purchase Date**” means: (a) any Purchase Date for Series 2024A Bonds in the Commercial Paper Mode or the Term Rate Mode; (b) any Mode Change Date; (c) the second Business Day preceding any Termination Date or Expiration Date; (d) any Substitute Credit Facility Date or Substitute Liquidity Facility Date; (e) any Credit Facility Default Tender Date; (f) any Bank Rate Purchase Date; and (g) any R-FLOATs Mandatory Tender Date.

“**Market Agent**” means any Person appointed by the Borrower to serve as market agent in connection with the determination of a Bank Fixed Rate or a Bank Index Rate pursuant to Section 210 hereof.

“**Master Indenture**” means, initially, the Original Master Indenture, and subsequently, upon the receipt of the requisite consent required by Section 9.2 of the Original Master Indenture, the Restated Master Trust Indenture.

“**Master Indenture Obligation**” shall have the meaning set forth in the Master Indenture.

“**Master Trustee**” means U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, as successor master trustee, or any successor trustee under the Master Indenture.

“**Maturity Date**” means August 15, 2054; provided, however, with respect to each Bond bearing interest at a Fixed Rate, the specific date of maturity set forth in Section 204 hereof, or with respect to any Series 2024A Bonds upon change to the Fixed Rate Mode, such maturities as are determined pursuant to Section 502(B) hereof.

“**Maximum Federal Corporation Tax Rate**” means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Purchaser, the maximum statutory rate of federal income taxation which could apply to the Purchaser).

“**Maximum Rate**” means the lesser of (a) 12% per annum, (b) the maximum interest rate permitted by applicable law, or (c) the rate per annum used to calculate the interest coverage on the Credit Facility, if any, or on the Liquidity Facility, if any securing such Series 2024A Bonds; provided, however, with respect to Liquidity Facility Bonds and Series 2024A Bonds bearing interest at the Bank Index Rate, the Bank Fixed Rate, the Taxable Rate, the Default Rate or the Term-Out Rate, the Maximum Rate shall be the maximum interest rate permitted by applicable law.

“**Mode**” means, as the context may require, the Commercial Paper Mode, the Daily Mode, the Weekly Mode, the Indexed Mode, the Term Rate Mode, the Bank Index Mode, the Bank Fixed Mode, the Fixed Rate Mode or the R-FLOATs Rate Mode.

“**Mode Change Date**” means the day following the last day of one Mode for any Series 2024A Bonds on which another Mode begins (including, without limitation, the beginning of a Subsequent Bank Index Rate Period or a Subsequent Bank Fixed Rate Period and the change in the R-FLOATs Period for Bonds currently in the R-FLOATs Rate Mode).

“**Moody’s**” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Borrower by written notice to the Bond Trustee, the Purchaser and the Authority.

“**New Mode**” has the meaning set forth in Section 212 hereof.

“**Non-Eligible Bonds**” means (a) Liquidity Facility Bonds, (b) Series 2024A Bonds owned by, for the account of, or on behalf of, the Authority, the Borrower or any Affiliate of the Borrower, (c) Series 2024A Bonds not covered by a Credit Facility, or (d) Series 2024A Bonds not supported by a Liquidity Facility.

“Obligated Group” means, collectively, all Obligated Group Members created by the Master Indenture.

“Obligated Group Member” or **“Member”** means each Person which has executed the Master Indenture or any supplements thereto and thereby has become contractually obligated to comply with the provisions of the Master Indenture and has not withdrawn from the Obligated Group pursuant to the provisions of the Master Indenture.

“Officer’s Certificate” or **“Borrower’s Certificate”** means a certificate signed, in the case of a certificate delivered by a corporation, by the Chief Executive Officer, Chief Financial Officer, President, any Vice President or any other officer authorized to sign by resolution of the Governing Body of such corporation or, in the case of a certificate delivered by any other Person, the chief executive or chief financial officer of such other Person, in either case whose authority to execute such Certificate shall be evidenced to the satisfaction of the Bond Trustee.

“Opinion of Counsel” means a written opinion of counsel in form and substance acceptable to the Authority, the Bond Trustee, the Credit Facility Provider and the Liquidity Facility Provider (but only if the Credit Facility Provider or the Liquidity Facility Provider, as applicable, is required to be an addressee of such opinion pursuant to the relevant Reimbursement Agreement, Liquidity Facility or this Bond Indenture).

“Opinion of Bond Counsel” means a written opinion of Bond Counsel, which opinion, including the scope, form, substance and other aspects thereof, are acceptable to the Authority, the Purchaser and the Bond Trustee.

“Outstanding Bonds” or **“Bonds outstanding”** means all Bonds which have been duly authenticated and delivered by the Bond Trustee under this Bond Indenture, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds for the payment or redemption of which cash or Government Obligations shall have been theretofore deposited with the Bond Trustee (whether upon or prior to the maturity or redemption date of any such Bonds) in accordance with this Bond Indenture; provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Bond Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Bond Trustee shall have been filed with the Bond Trustee;
- (c) Bonds paid pursuant to the second sentence of Section 217 herein;
- (d) Bonds in lieu of which others have been authenticated under this Bond Indenture; and
- (e) Series 2024A Bonds deemed tendered for purchase pursuant to Section 510(D) hereof.

For certain purposes more fully described in Section 1201 hereof, Bonds which are owned or held by a Member shall be disregarded and deemed not to be Outstanding under this Bond Indenture.

“Paying Agent” means the bank or banks, if any, designated pursuant to this Bond Indenture to receive and disburse the principal of and interest on the Series 2024A Bonds or designated pursuant to the Master Indenture to receive and disburse the principal of and interest on the Loan. Initially, the Bond Trustee will act as the Paying Agent.

“Person” means any natural person, firm, joint venture, association, partnership, limited liability company, business trust, corporation, public body, agency or political subdivision thereof or any other similar entity.

“Principal Office” means, when used with respect to the Bond Trustee, the corporate trust office of the Bond Trustee identified as such for the performance of the functions in question, and, when used with respect to any other entity, means the principal office of such entity or such other office of such entity as may be designated by that entity in writing to the Bond Trustee.

“Project” means, collectively, the acquisition, construction, demolition, installation, improvement, renovation, equipping and/or relocation of facilities used in, benefitting or relating to, providing health care that are or will be owned or operated by the Borrower and/or the Benefited Affiliates in the City of Cleveland, Bradley County, Tennessee, including the payment of a portion of the acquisition price of the Bradley Medical Center Facilities.

“Project Fund” means the fund created in Section 302 hereof.

“Property” means any and all rights, titles and interests in and to any and all property, whether real or personal, tangible (including cash) or intangible, wherever situated and whether now owned or hereafter acquired.

“Purchase Contract” means the Purchase Agreement, dated July 23, 2024, between the Underwriter and the Authority and approved by the Borrower.

“Purchase Date” means with respect to Series 2024A Bonds

- (a) during the Commercial Paper Mode, the Business Day following the end of each Interest Period,
- (b) during the Term Rate Mode, the Business Day following the end of each Interest Period,
- (c) during the Daily Mode or the Weekly Mode, a Business Day for which notice of tender as required by this Bond Indenture has been given,
- (d) during the Bank Index Mode or the Bank Fixed Mode, any Bank Rate Purchase Date, and

(e) during the R-FLOATs Rate Mode, each R-FLOATs Mandatory Tender Date and R-Floats Optional Tender Date.

“**Purchase Fund**” means the fund by that name established under Section 510 hereof.

“**Purchase Price**” means (a) an amount equal to the principal amount of any Series 2024A Bonds purchased on any Purchase Date, plus, in the case of any purchase of Series 2024A Bonds in the Daily Mode, the Weekly Mode, the Bank Index Mode or the Bank Fixed Mode, accrued and unpaid interest thereon, if any, to the Purchase Date (provided, with respect to Series 2024A Bonds supported by a Liquidity Facility, that if the applicable Purchase Date is an Interest Payment Date, the amount described in this clause (a) shall be reduced by the amount of interest payable on each such Series 2024A Bond on such Interest Payment Date), or (b) an amount equal to the principal amount of Series 2024A Bonds purchased on a Mandatory Purchase Date, plus accrued and unpaid interest thereon, if any, to the Mandatory Purchase Date.

“**Purchaser**” means during any Bank Rate Period, the Holder of the Series 2024A Bonds; provided that there is a single Holder of all of the Series 2024A Bonds; and provided further that the Series 2024A Bonds are not then held under the book entry system. If there is more than one Holder of the Series 2024A Bonds during any Bank Rate Period, “Purchaser” means Holders owning a majority of the aggregate principal amount of the Series 2024A Bonds then Outstanding. If the Series 2024A Bonds are then held under the book entry system, “Purchaser” means the Beneficial Owner of the Series 2024A Bonds; provided that there is a single Beneficial Owner of all of the Series 2024A Bonds. If there is more than one Beneficial Owner of the Series 2024A Bonds during any Bank Rate Period, “Purchaser” means Beneficial Owners who are the beneficial owners of a majority of the aggregate principal amount of the Series 2024A Bonds then Outstanding.

“**Qualified Investments**” means investments in any of the following:

- (a) Government Obligations;
- (b) Direct obligations of any agency or instrumentality of the United States of America and obligations on which the timely payment of principal and interest is fully guaranteed by any such agency or instrumentality;
- (c) Certificates of deposit, time deposits or other direct, unsecured debt obligations of any bank (including without limitation the Master Trustee or the Bond Trustee and their affiliates), trust company or savings and loan association if all of the direct, unsecured debt obligations of such institution at the time of purchase of such certificates of deposit, time deposits or obligations, which are rated by a Rating Agency are rated by such Rating Agency in one of the three highest rating categories assigned by such Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise), or which certificates of deposit, time deposits or obligations are fully secured by a security interest in obligations described in clauses (a) or (b) of this definition; provided, however, that if such certificates of deposit, time deposits or obligations are so secured (1) the Bond Trustee shall have a perfected first security interest in the obligations securing such certificates of deposit, time deposits or other

obligations, (2) the Bond Trustee shall hold or shall have the option to appoint an intermediary bank, trust company or savings and loan association as its agent to hold the obligations securing such certificates of deposit, time deposits or other obligations, and (3) the Bond Trustee or its appointed agent shall hold such obligations free and clear of the liens or claims of third parties;

(d) Certificates of deposit or time deposits of any bank (including the Bond Trustee and the Master Trustee and their affiliates), trust company or savings and loan association which certificates of deposit or time deposits are fully insured by a federally sponsored deposit insurance program;

(e) Securities of the type described in clauses (a) or (b) above purchased under agreements to resell such securities to any registered broker dealer subject to the Securities Investors Protection Corporation jurisdiction or any commercial bank, if such broker dealer's or bank's uninsured, unsecured and unguaranteed obligations which are rated by a Rating Agency are rated by such Rating Agency in one of the three highest rating categories assigned by such Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise), provided: (i) a master repurchase agreement or specific written repurchase agreement governs the transaction; (ii) the repurchase agreement has a term of 30 days or less, or the Bond Trustee or a third party custodian as described below is required thereunder to value the collateral securities no less frequently than monthly and to liquidate or cause the custodian to liquidate the collateral securities if any deficiency in the required collateral percentage is not restored within two Business Days of such valuation; (iii) the fair market value of the securities in relation to the amount of the repurchase obligation, including principal and interest, is equal to at least 100%; and either (iv)(A) the securities are held by the Bond Trustee free and clear of any lien or claims of a third party, or (iv)(B)(w) the securities are held by an independent third party acting solely as agent for the Bond Trustee free and clear of any lien or claims of a third party (other than as agent hereinafter described), (x) such agent is a Federal Reserve Bank, or a bank which is a member of the Federal Deposit Insurance Corporation and which bank has combined capital, surplus and undivided profits of not less than \$50,000,000, (y) the Bond Trustee shall have received written confirmation from such agent that it holds such securities, free and clear of any lien or claim, as agent for the Bond Trustee and (z) a perfected first security interest under the Uniform Commercial Code, or book entry procedures prescribed at 31 CFR 306.0 *et seq.*, 31 CFR 357.0 *et seq.* or any other regulations analogous to the preceding regulations governing any other automated book entry system operated by the United States federal reserve banks in which securities issued by government sponsored enterprises are issued, recorded, transferred and maintained in book entry form (including without limitation the regulations set forth in 24 CFR Part 81, Subpart H) in such securities is created for the benefit of the Bond Trustee;

(f) Investment agreements with banks which meet the rating criteria set forth in (c) above or investment agreements with nonbank financial institutions (i) all of the unsecured, direct long term debt of such nonbank financial institution which is rated by a Rating Agency is rated by such Rating Agency in one of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by such Rating Agency for obligations of that nature, (ii) if such

nonbank financial institutions have no such outstanding long term debt which is rated, all of the short term debt of which is rated by a Rating Agency is rated by such Rating Agency in the highest rating category (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned to short term indebtedness by such Rating Agency, or (iii) the obligations of such nonbank financial institutions are guaranteed by an entity whose claims paying ability is rated by a Rating Agency in one of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise), all of which agreements referred to this subsection (f) provide that if such banks' or nonbank financial institutions' debt no longer satisfies such rating criteria such bank or institution will secure such agreements as soon as reasonably practicable to the extent and in the manner provided in subsection (c) above;

(g) Shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, (including those funds for which the Bond Trustee or an affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise) having assets of at least \$100,000,000, whose investment assets are obligations which constitute Qualified Investments;

(h) Shares or certificates in any mutual fund invested solely in securities described in this definition, including funds for which the Bond Trustee or its affiliates provide investment advice or other services, but excluding any fund with a floating net asset value;

(i) Commercial paper which, at the time of purchase, is rated by a Rating Agency in one of the two highest rating categories (incorporating refinements or gradation of rating category by numerical modifier or otherwise) assigned by such Rating Agency for obligations of that nature;

(j) Obligations of, or obligations fully guaranteed by, any state of the United States of America or any political subdivision thereof which obligations, at the time of purchase, are rated by a Rating Agency in one of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by such Rating Agency to obligations of that nature;

(k) Senior debt obligations of any corporation or trust organized under the laws of any state of the United States of America which securities, at the time of purchase, are rated by a Rating Agency in one of the three highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such Rating Agency for obligations of that nature;

(l) Obligations which are rated in the highest rating category by a Rating Agency and are issued or incurred by any state, commonwealth or territory of the United States of America or any political subdivision, public instrumentality or public authority of any state, commonwealth or territory of the United States of America, which obligations are fully secured by and payable solely from an escrow fund consisting of cash or direct obligations of, or obligations the timely payment of principal and interest on which are

fully guaranteed by, the United States of America, which fund is held by a corporate fiduciary pursuant to an escrow agreement; and

(m) Bankers acceptances of any bank, including the Bond Trustee and the Master Trustee and their affiliates, if all of the direct, unsecured debt obligations of such institution at the time of purchase of such acceptances which are rated by a Rating Agency are rated by such Rating Agency in one of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) by such Rating Agency.

Ratings of Qualified Investments referred to herein shall be determined at the time of purchase of such Qualified Investments and without regard to ratings subcategories. The Bond Trustee shall have no responsibility to monitor the ratings of Qualified Investments after the initial purchase of such Qualified Investments.

"R-FLOATs Bonds" means, on any date, the Series 2024A Bonds when bearing interest at an R-FLOATs Rate as provided in Section 211 of this Bond Indenture

"R-FLOATs Mandatory Tender Date" means a required tender of a Bond in an R-FLOATs Rate Mode for purchase pursuant to Section 506(A) hereof on (a) the first day of each new R-FLOATs Period with respect to such Bond and (b) the Mode Change Date of such Bond to another Mode.

"R-FLOATs Monthly Period" means a period during the R-FLOATs Rate Mode when a Bond bears interest at an R-FLOATs Monthly Rate.

"R-FLOATs Monthly Rate" means a variable rate during an R-FLOATs Monthly Period, determined as provided in Section 211 hereof.

"R-FLOATs Non-Remarketed Bond" means a Bond returned to the holder pursuant to Section 211(C) hereof after such holder tendered the Bond for purchase pursuant to the R-FLOATs Tender provisions.

"R-FLOATs Optional Tender Date" means tender of a Bond for purchase at the option of the holder thereof pursuant to Section 504(B) hereof.

"R-FLOATs Period" means an R-FLOATs Weekly Period, an R-FLOATs Monthly Period, or an R-FLOATs Term Period.

"R-FLOATs Rate" when used with respect to any Bond in the R-FLOATs Rate Mode, means the R-FLOATs Weekly Rate, the R-FLOATs Monthly Rate, or the R-FLOATs Term Rate borne by such Bond during the R-FLOATs Rate Mode.

"R-FLOATs Rate Determination Date" means the date on which an R-FLOATs Rate is determined pursuant to Section 211 hereof.

"R-FLOATs Rate Mode" means the interest rate mode in which a Bond bears interest at the R-FLOATs Rate.

“R-FLOATs Reset Date” means the day on which each new R-FLOATs Rate is effective, as determined pursuant to Section 211 hereof.

“R-FLOATs Special Non-Remarketing Period” means a period beginning on the date when a Bond is not purchased from the holder after such holder tenders such Bond for purchase pursuant to an R-FLOATs Tender and ending on the date that all R-FLOATs Non-Remarketed Bond are successfully remarketed.

“R-FLOATs Tender” means an R-FLOATs Mandatory Tender Date or an R-FLOATs Optional Tender Date.

“R-FLOATs Tender Date” means a date on which Bonds are tendered for purchase pursuant to the R-FLOATs Tender provisions.

“R-FLOATs Term Period” means a period during the R-FLOATs Rate Mode when a Bond bears interest at a R-FLOATs Term Rate.

“R-FLOATs Term Rate” means a fixed rate during an R-FLOATs Term Period, determined as provided in Section 211 hereof.

“R-FLOATs Weekly Period” means a period during the R-FLOATs Rate Mode when a Bond bears interest at an R-FLOATs Weekly Rate.

“R-FLOATs Weekly Rate” means a variable rate during an R-FLOATs Weekly Period, determined as provided in Section 211 hereof.

“Rate Determination Date,” means the date on which the interest rate(s) with respect to some or all of the Series 2024A Bonds shall be determined, which,

(a) in the case of the Commercial Paper Mode, shall be the first day of each Interest Period;

(b) in the case of the Daily Mode, shall be each Business Day commencing with the first day such Series 2024A Bonds become subject to the Daily Mode;

(c) in the case of conversion to the Weekly Mode, shall be, initially upon the conversion to such Mode, no later than the Business Day immediately prior to the Mode Change Date, and thereafter, shall be each Wednesday or, if Wednesday is not a Business Day, the next succeeding day or, if such day is not a Business Day, then the Business Day immediately preceding such Wednesday;

(d) in the case of the Term Rate Mode, shall be a Business Day no earlier than 30 Business Days and no later than the Business Day immediately preceding the first day of each Interest Period, as selected by the Remarketing Agent;

(e) in the case of the Indexed Mode and the Fixed Rate Mode, shall be a date determined by the Remarketing Agent which shall be at least one Business Day prior to the Mode Change Date;

(f) in the case of the Bank Fixed Mode, shall be (i) two Business Days prior to any Bank Rate Change Date when the Series 2024A Bonds shall bear interest at a Bank Index Rate, (ii) when the Index for a Bank Index Rate Period is Term SOFR, the SOFR Determination Date, and (iii) when the Index for a Bank Index Rate Period is SIFMA Municipal Index, the Wednesday immediately preceding the applicable Bank Index Rate Reset Date;

(g) in the case of the Bank Index Mode, shall be (i) two Business Days prior to any Bank Rate Change Date when the Series 2024A Bonds shall bear interest at a Bank Index Rate, and (ii) two Business Days prior to the applicable Bank Index Rate Reset Date; and

(h) in the case of the R-FLOATs Rate Mode, the R-FLOATs Rate Determination Date.

“Rating Agencies” means Moody’s, Fitch or Standard & Poor’s, and their respective successors and assigns, or such other nationally recognized rating agency that routinely provides rating services.

“Rating Category” means one of the general rating categories of the Rating Agencies without regard to any refinement or gradation of such rating category by numerical modifier or otherwise.

“Rebate Fund” means the fund by that name established under Section 408 hereof.

“Record Date” means (a) with respect to Series 2024A Bonds in the Commercial Paper Mode, Daily Mode, Weekly Mode, Bank Index Mode or Bank Fixed Mode, the day (whether or not a Business Day) immediately preceding each Interest Payment Date, (b) with respect to Series 2024A Bonds in an Indexed Mode, a Term Rate Mode or a Fixed Rate Mode, the first day (whether or not a Business Day) of the month of each Interest Payment Date, and (c) with respect to Series 2024A Bonds in the R-FLOATs Rate Mode, the Business Day preceding each Interest Payment Date.

“Redemption Date” means, when used with respect to any Series 2024A Bond to be redeemed, the date fixed for such redemption pursuant to Article V hereof.

“Redemption Fund” means the fund by that name established under Section 405 hereof.

“Redemption Price” means, with respect to any Series 2024A Bond (or portion thereof), the price to be paid upon redemption as set forth in Article V of this Bond Indenture.

“Reimbursement Agreement” means any agreement between the Borrower and a Credit Facility Provider or Liquidity Facility Provider pursuant to which a Credit Facility or Liquidity Facility relating to the Series 2024A Bonds is issued, as well as any other lenders who may be party to such agreement from time to time, as it may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof; provided, however, that if the Borrower or any Affiliate of the Borrower is the Liquidity Facility Provider, no

Reimbursement Agreement shall be required and not every Liquidity Facility will require a Reimbursement Agreement.

“Related Bond” shall have the meaning set forth in the Master Indenture.

“Remarketing Agent” means (a) any remarketing agent appointed by the Borrower in accordance with Sections 511 and 512 hereof and not objected to by the Authority or the Liquidity Facility Provider, if any, and at the time serving as such under the Remarketing Agreement, and (b) while the Series 2024A Bonds are in a Bank Index Mode, includes any financial advisor, investment bank or commercial bank, including without limitation the Purchaser, designated by the Borrower.

“Remarketing Agreement” means any remarketing agreement between the Borrower and a Remarketing Agent, as such agreement may from time to time be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, to remarket the Series 2024A Bonds delivered or deemed to be delivered for purchase by the Holders thereof.

“Remarketing Proceeds Account” means the account by that name within the Purchase Fund established pursuant to Section 510(A) hereof.

“Renewal Credit Facility” means a Credit Facility provided in accordance with the Loan Agreement which has been issued with terms and conditions substantially similar to, and by the same provider of, the Credit Facility in substitution for which the Renewal Credit Facility is to be provided, except for changes relating to: (a) the stated expiration date thereof; (b) an increase or decrease in the portion of the Credit Facility designated to pay premium upon redemption or purchase of Series 2024A Bonds to the extent required or permitted by this Bond Indenture; (c) changes in terms and conditions which in the judgment of the Bond Trustee are not adverse to the interests of the Authority, the Bond Trustee or any Bondholder; and (d) any combination of (a), (b) and (c). A reduction in the principal amount of the Credit Facility and corresponding interest component due to redemption of a portion of the Series 2024A Bonds is not a Renewal Credit Facility.

“Renewal Liquidity Facility” means a Liquidity Facility provided in accordance with the Loan Agreement that has been issued with terms and conditions substantially similar to, and by the same provider of, the Liquidity Facility in substitution for which the Renewal Liquidity Facility is to be provided, except for changes relating to: (a) the stated expiration date thereof; (b) an increase or decrease in the portion of the Liquidity Facility designated to pay premium upon redemption or purchase of Series 2024A Bonds to the extent required or permitted by this Bond Indenture; (c) changes in terms and conditions which in the judgment of the Bond Trustee are not adverse to the interests of the Authority, the Bond Trustee or any Bondholder; and (d) any combination of (a), (b) and (c). A reduction in the principal amount of the Liquidity Facility and corresponding interest component due to redemption of a portion of the Series 2024A Bonds is not a Renewal Liquidity Facility.

“Replacement Master Indenture” shall have the meaning set forth in the Master Indenture.

“Representation Letter” means the Blanket Letter of Representations dated July 18, 2024 from the Authority to DTC.

“Required Stated Amount” means, at any time of calculation with respect to any Series 2024A Bonds in an Eligible Moneys Mode supported by a Credit Facility or a Liquidity Facility, an amount equal to the aggregate principal amount of all Eligible Bonds supported by such Credit Facility or Liquidity Facility then Outstanding together with interest accruing thereon (assuming an annual rate of interest equal to the Maximum Rate) for the period specified by the Rating Agencies then rating the Series 2024A Bonds as necessary to maintain, in the case of the Liquidity Facility, the short-term rating of the Series 2024A Bonds of such Rating Agency, or, in the case of the Credit Facility, the long-term rating of the Series 2024A Bonds.

“Responsible Officer” means, when used with respect to the Bond Trustee or the Tender Agent, any vice president, assistant vice president or other officer of the Bond Trustee within the Principal Office (or any successor corporate trust office) customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person’s knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Bond Indenture.

“Revenue Fund” means the fund by that name established under Section 402 hereof.

“Right to Retain” means the right of the Purchaser to elect to continue to hold the Series 2024A Bonds upon the occurrence of a Bank Rate Change Date on which the Interest Period is changing from the then-existing Bank Index Rate Period or then-existing Bank Fixed Rate Period to another Bank Rate Period.

“Sale Proceeds” shall mean any amounts actually or constructively received from the sale of the Series 2024A Bonds, including amounts used to pay underwriter’s discount or compensation.

“Short-Term Mode” means the Daily Mode, the Weekly Mode, the Commercial Paper Mode, the R-FLOATs Rate Mode bearing interest at an R-FLOATs Weekly Rate or R-FLOATs Monthly Rate, the Bank Index Mode with a Bank Index Rate Period of 365 days or less, or the Bank Fixed Mode with a Bank Fixed Rate Period of 365 days or less.

“SIFMA Municipal Index” means the SIFMA Municipal Swap Index as of the most recent date for which such index was published or such other weekly, high-grade index comprised of seven-day, tax-exempt variable rate demand notes produced by Municipal Market Data, Inc., or its successor, or as otherwise designated by the Securities Industry and Financial Markets Association; provided, however, that, if such index is no longer produced by Municipal Market Data, Inc. or its successor, then “SIFMA Municipal Index” shall mean such other reasonably comparable index selected by the Authority (at the direction of the Borrower). In the event that the SIFMA Municipal Index is less than zero on any day, it shall be deemed to be zero for such day.

“SOFR” means a rate equal to the secured overnight financing rate as administered by the NYFRB (or a successor administrator of the secured overnight financing rate) and, in the event such rate is unavailable, such successor or similar rate as determined by the Index Agent.

“**SOFR Determination Date**” means the date that is two (2) Business Days preceding each SOFR Reset Date.

“**SOFR Reset Date**” means the first day of each calendar month.

“**Special Record Date**” means the date fixed by the Bond Trustee pursuant to Section 212 of this Bond Indenture for the payment of Defaulted Interest.

“**Standard & Poor’s**” means S&P Global Ratings, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Standard & Poor’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Borrower by written notice to the Bond Trustee, the Purchaser and the Authority.

“**Subsequent Bank Fixed Rate Period**” means any period established pursuant to Section 210(C) during which Series 2024A Bonds bear interest at a Bank Fixed Rate.

“**Subsequent Bank Index Rate Period**” means any period established pursuant to Section 210(C) during which Series 2024A Bonds bear interest at a Bank Index Rate.

“**Subsequent Bank Rate Period**” means a Subsequent Bank Index Rate Period or a Subsequent Bank Fixed Rate Period.

“**Substitute Credit Facility**” means any Credit Facility (other than a Renewal Credit Facility) delivered to the Bond Trustee pursuant to Section 9.5 of the Loan Agreement in substitution for an existing Credit Facility.

“**Substitute Credit Facility Date**” means the date of delivery to the Bond Trustee of a Substitute Credit Facility by the Borrower pursuant to Section 9.5 of the Loan Agreement.

“**Substitute Liquidity Facility**” means any Liquidity Facility (other than a Renewal Liquidity Facility) furnished to the Bond Trustee pursuant to Section 9.4 of the Loan Agreement in substitution for an existing Liquidity Facility.

“**Substitute Liquidity Facility Date**” means the effective date of a Substitute Liquidity Facility furnished to the Bond Trustee by the Borrower pursuant to Section 9.4 of the Loan Agreement.

“**Supplement No. 13**” means the Thirteenth Supplemental Master Trust Indenture, dated as of July 1, 2024, between the Borrower, as Credit Group Representative, and the Master Trustee, relating to the Series 2024A Bonds and the 2024-2 Master Indenture Obligation.

“**Supplemental Bond Indenture**” means any indenture hereafter duly authorized and entered into between the Authority and the Bond Trustee, supplementing, modifying or amending this Bond Indenture; but only if and to the extent that such Supplemental Bond Indenture is specifically authorized hereunder.

“**Suspension Event**” or “**Suspension Events**” means an event or events of default specified in the Liquidity Facility resulting in the immediate suspension, without notice from the Liquidity Facility Provider or mandatory tender, of the Liquidity Facility Provider’s obligation under the Liquidity Facility to purchase Series 2024A Bonds to the extent and pursuant to the limitations provided in the Liquidity Facility.

“**Taxable Date**” means the date on which the interest on the Series 2024A Bonds is first includable in the gross income of the Bondholder (including, without limitation, any previous Bondholder) thereof as a result of an Event of Taxability as such date is established pursuant to a Determination of Taxability.

“**Taxable Rate**” means an interest rate per annum equal to the product of (a) the Bank Index Rate or the Bank Fixed Rate, as applicable, then in effect multiplied by (b) the Taxable Rate Factor.

“**Taxable Rate Factor**” means, for each day that the Taxable Rate is determined, the quotient of (a) one divided by (b) one minus the Maximum Federal Corporation Tax Rate in effect as of such day, rounded upward to the second decimal place (or such other decimal place as directed by the Purchaser).

“**Tax-Exempt Organization**” means a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxation under Section 501(a) of the Code, and which is not a “private foundation” within the meaning of Section 509(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect.

“**Tax Certificate and Agreements**” means the (i) Tax and Non-Arbitrage Certificate and Agreement as to Certain Matters, dated July 31, 2024 by the Borrower relating to the issuance of the Series 2024A Bonds on such date; and (ii) Non-Arbitrage Certificate, dated July 31, 2024 by the Authority relating to the issuance of the Series 2024A Bonds on such date.

“**Tender Agent**” means any tender agent appointed in accordance with Section 513 hereof. Initially, the Bond Trustee will act as Tender Agent.

“**Term-Out End Date**” has the meaning set forth in the Continuing Covenant Agreement, if any.

“**Term-Out Period**” has the meaning set forth in Section 210(D) hereof.

“**Term-Out Purchase Date**” means the last day of any Term-Out Period.

“**Term-Out Rate**” has the meaning set forth in the Continuing Covenant Agreement. The Term-Out Rate shall be subject to adjustment pursuant to Section 210(F) hereof.

“**Term Rate**” means the per annum interest rate with respect to any Series 2024A Bonds in the Term Rate Mode determined pursuant to Section 207 hereof.

“**Term Rate Mode**” means the Mode during which any Series 2024A Bonds bear interest at the Term Rate.

“Termination Date” means

(a) the date specified in a notice of termination given by a Liquidity Facility Provider to the Bond Trustee specifying the date on which such Liquidity Facility Provider will no longer be obligated to purchase Series 2024A Bonds (or otherwise advance funds for the purchase of tendered Series 2024A Bonds) pursuant to a Liquidity Facility which date must be at least 5 days from the date of receipt of such notice by the Bond Trustee and prior to the termination of the Liquidity Facility (other than automatic termination upon the occurrence of an Automatic Termination Event or termination due to failure to cure a Suspension Event),

(b) the date specified in a notice of termination given by the Borrower and a Liquidity Facility Provider to the Bond Trustee, the Tender Agent and the Authority specifying the date on which such Liquidity Facility Provider will no longer be obligated to purchase Series 2024A Bonds (or otherwise advance funds for the purchase of tendered Series 2024A Bonds) due to a satisfaction of the requirements set forth in Section 9.4(d) of the Loan Agreement, which date must be at least 5 days after the date of receipt of such notice by the Bond Trustee, the Tender Agent and the Authority and prior to the termination of the Liquidity Facility, or

(c) the date specified in a notice of termination given by the Borrower and a Credit Facility Provider to the Bond Trustee and the Authority specifying the date on which such Credit Facility Provider will no longer be obligated pay the principal of and interest on the Series 2024A Bonds (or otherwise advance funds for such payment) due to a satisfaction of the requirements set forth in Section 9.5(d) of the Loan Agreement, which date must be at least 5 days after the date of receipt of such notice by the Bond Trustee and the Authority and prior to the termination of the Credit Facility.

“Term SOFR” means the greater of 0.00% and such reference rate as is published by the CME Term SOFR Administrator at approximately 5:00 a.m., Chicago time, on each SOFR Determination Date of such tenor comparable to a one month interest period; such rate being the rate per annum determined by the Index Agent as the forward-looking term rate based on SOFR.

“2024-2 Master Indenture Obligation” means the 2024-2 Master Indenture Obligation, dated the Closing Date, issued pursuant to Supplement No. 13, to evidence the obligations of the Members arising under the Loan Agreement.

“Unassigned Rights” means the Authority’s right to receive payment of its fees and expenses, the Authority’s rights to indemnification under the Loan Agreement, the Authority’s right to execute and deliver supplements and amendments to the Loan Agreement and the Authority’s right to receive notices and showings.

“Underwriter” means BofA Securities, Inc.

“United States Government Obligations” means noncallable direct obligations of, or obligations the timely payment of the principal of and interest on which is fully guaranteed by, the United States of America.

“Unrelated Trade or Business” means an activity which constitutes an “unrelated trade or business” within the meaning of Section 513(a) of the Code without regard to whether such activity results in unrelated trade or business income subject to taxation under Section 512(a) of the Code.

“U.S. Government Securities Business Day” means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. Government Securities.

“VPMC” means VPMC, Inc., a nonprofit corporation duly organized and existing under the laws of the State of Tennessee, or any corporation which is the surviving, resulting or transferee corporation in any merger, consolidation or transfer of assets permitted under the Master Indenture.

“Weekly Mode” means the Mode during which any Series 2024A Bonds bear interest at the Weekly Rate.

“Weekly Rate” means an interest rate that is determined on a weekly basis with respect to any Series 2024A Bonds in the Weekly Mode pursuant to Section 206 hereof.

“Written Request” means with reference to the Authority, a request in writing signed by the Chairman, Vice Chairman, Secretary, Assistant Secretary or Treasurer of the Authority and, with reference to any Member of the Credit Group, means a request in writing signed by the President or a Vice President of such Member or the Credit Group Representative, or any other officers designated by the Authority or such Member or the Credit Group Representative, as the case may be, and with reference to the Borrower, a request in writing signed by the Chief Executive Officer, Chief Financial Officer, President, any Vice President or any other officer authorized to sign by resolution of the Governing Body of such corporation or, in the case of a certificate delivered by any other Person, the chief executive or chief financial officer of such other Person.

Words of any gender shall be deemed and construed to include correlative words of all genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa. All accounting terms not otherwise defined herein or in the Master Indenture have the meanings assigned to them in accordance with accounting principles generally accepted in the United States. Headings of articles and sections herein and the table of contents hereof are solely for the convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

ARTICLE II

THE SERIES 2024A BONDS

Section 201. Authorized Amount of Bonds. Authority for and Issuance of Series 2024A Bonds. (A) No Series 2024A Bonds may be issued under the provisions of this Bond Indenture except in accordance with this Article. There is hereby authorized and created under this Bond Indenture one series of bonds designated the “*The Health and Educational Facilities Board of the City of Cleveland, Tennessee Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024A.*” The total principal amount of Series 2024A Bonds that may be issued under the provisions of this Bond Indenture is hereby expressly limited to \$205,230,000.

(B) Except as otherwise provided in this Bond Indenture, the Series 2024A Bonds shall be substantially in the form attached hereto as **EXHIBIT A**. The Series 2024A Bonds shall bear interest from their respective dates and shall be issuable as fully registered bonds without coupons in Authorized Denominations. Unless the Authority shall otherwise direct, the Series 2024A Bonds shall be numbered from R-1 upward. The Series 2024A Bonds, as initially issued, will be dated as of their Closing Date. Except as described in the next sentence, subsequently issued Series 2024A Bonds will be dated as of the later of the Closing Date or the most recent preceding Interest Payment Date therefor to which interest has been paid thereon. Series 2024A Bonds issued on an Interest Payment Date to which interest has been paid thereon will be dated as of such date. Interest on the Series 2024A Bonds will be payable on each Interest Payment Date thereof. The Bond Trustee shall, to the extent it has such information, upon request, make the interest rate borne by the Series 2024A Bonds available to the Borrower, the Authority, the Master Trustee or any owner of the Series 2024A Bonds.

Section 202. Maturity; Modes; Interest Rates and Calculation.

(A) The Series 2024A Bonds shall mature on the Maturity Date.

(B) Interest on the Series 2024A Bonds shall be calculated on the basis of:

(i) a 365- or 366-day year, as applicable, for the number of days actually elapsed, during a Commercial Paper Mode, a Daily Mode, a Weekly Mode, an Indexed Mode or when the Series 2024A Bonds bear interest at a Bank Index Rate based on the SIFMA Municipal Index,

(ii) a 360-day year of twelve 30-day months (a) during a Term Rate Mode and the Fixed Rate Mode, and (b) when the Series 2024A Bonds bear interest at a Bank Fixed Rate,

(iii) a 360-day year for the number of days actually elapsed when the Series 2024A Bonds bear interest at a Bank Index Rate based on the Term SOFR, the Default Rate, the Taxable Rate or a Term-Out Rate, or

(iv) For R-FLOATs Bonds, interest shall be calculated as provided in Section 211 hereof.

(C) The principal of, premium, if any, and interest on and the Redemption Price of the Series 2024A Bonds shall be payable in any immediately available currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

Section 203. Payment of Principal of and Interest on the Series 2024A Bonds.

(A) Subject to Section 219, payment of the principal or Redemption Price of and premium, if any, on any Series 2024A Bond when due, whether upon maturity, redemption, acceleration or otherwise, shall be payable by check in lawful money of the United States of America to the registered owners of the Series 2024A Bonds on such date upon presentation and surrender of the Series 2024A Bonds to be paid at the Principal Office of the Bond Trustee. Subject to Section 219, interest on the Series 2024A Bonds shall be paid to the Person whose name appears on the

bond registration books of the Bond Trustee as the Holder thereof as of the close of business on the Record Date for each Interest Payment Date without the necessity of surrendering the Bond on which payment is being made. Payment of the interest on (i) any Series 2024A Bonds in a Daily Mode, a Weekly Mode, an Indexed Mode, a Bank Fixed Mode, a Bank Index Mode, a Commercial Paper Mode or an R-FLOATs Rate Mode shall be made by wire transfer in immediately available funds to an account within the United States of America designated by such Holder and (ii) any Series 2024A Bonds in a Term Rate Mode or a Fixed Rate Mode shall be made by check mailed by first class mail to such Holder at its address as it appears on such registration books, or, upon the written request of any Holder of at least \$1,000,000 in aggregate principal amount of the Series 2024A Bonds, submitted to the Bond Trustee at least five Business Days prior to the Record Date, by wire transfer in immediately available funds to an account within the United States of America designated by such Holder. As long as Cede & Co. is the Holder of the Series 2024A Bonds, said principal or Redemption Price and interest payments shall be made to Cede & Co. by wire transfer in immediately available funds. CUSIP number identification shall accompany all payments of principal or Redemption Price and interest whether by check or by wire transfer; provided, however, that CUSIP number identification shall not be required while the Series 2024A Bonds are in the Bank Fixed Mode or the Bank Index Mode. The principal of and interest on Liquidity Facility Bonds shall be paid as set forth in the Reimbursement Agreement or the Liquidity Facility, as applicable, relating to such Liquidity Facility Bonds.

So long as the Series 2024A Bonds are held by a Securities Depository, payments of the principal of and interest on the Series 2024A Bonds shall be made in accordance with the requirements of the Securities Depository. The Series 2024A Bonds bearing interest at the Bank Index Rate, the Bank Fixed Rate or the Term-Out Rate shall be physical bonds and shall not be paid through a Securities Depository. The Series 2024A Bonds bearing interest at the Bank Index Rate, the Bank Fixed Rate or the Term-Out Rate shall contain a legend that the transfer of the Series 2024A Bonds shall be subject to the restrictions set forth in the Bond Indenture.

Notwithstanding the foregoing, unless the Purchaser has directed that the Series 2024A Bonds shall be paid through a Securities Depository, the payment of principal, premium, if any, and interest on Bonds bearing interest at the Bank Index Rate, the Bank Fixed Rate, the Taxable Rate, the Default Rate or the Term-Out Rate shall be payable by the Borrower in the manner agreed to in writing by the Borrower and Purchaser and acknowledged by the Bond Trustee, including but not limited to payments made by the Borrower directly to the Purchaser and no presentment of the Bond for the payment of principal other than the final payment of principal. If payments are made directly by the Borrower to the Purchaser, the Purchaser shall notify the Bond Trustee of any nonpayment by the Borrower and the amount of any such nonpayment. Any failure to report such information shall result in no liability on the part of the Purchaser to the Authority, the Bond Trustee or the Borrower, other than the requirement of the Purchaser to respond to inquiries regarding the date and amount of such payments. The Bond Trustee shall not be deemed to have any notice of such failure unless it has received notice thereof in writing. Further, in no event shall Series 2024A Bonds bearing interest at the Bank Index Rate, the Bank Fixed Rate, the Taxable Rate, the Default Rate or the Term-Out Rate be required to be presented or surrendered on the partial redemption of such Series 2024A Bond.

(B) Interest on the Series 2024A Bonds shall be calculated in accordance with Sections 204, 205, 206, 207, 208, 209, 210 and 211 hereof and shall be payable on each Interest Payment

Date for the immediately preceding Interest Payment Period. Notwithstanding the foregoing, Liquidity Facility Bonds shall bear interest at a rate per annum equal to the Liquidity Facility Bond Rate and interest on Liquidity Facility Bonds shall be payable as set forth in the Reimbursement Agreement or the Liquidity Facility relating to such Liquidity Facility Bonds. Additionally, anything herein to the contrary notwithstanding, in no event shall any Series 2024A Bond (including, without limitation, Liquidity Facility Bonds) bear interest at a rate per annum in excess of the Maximum Rate applicable thereto.

Section 204. Initial Mode and Interest Rates; Subsequent Modes.

(A) The Series 2024A Bonds shall initially be in the Fixed Rate Mode unless and until such Series 2024A Bonds or a portion thereof are converted to a different Mode as provided in Section 212 hereof. The first interest payment date for the Series 2024A Bonds shall be February 15, 2025.

The Series 2024A Bonds mature on August 15 of each of the years listed below and in each year in the amount listed below and bear interest at the rates per annum designated below:

MATURITY (AUGUST 15)	PRINCIPAL AMOUNT	INTEREST RATE DURING INITIAL FIXED RATE MODE
2029	\$ 705,000	5.000%
2030	770,000	5.000
2031	1,170,000	5.000
2032	1,585,000	5.000
2033	2,050,000	5.000
2034	2,540,000	5.000
2035	3,035,000	5.000
2036	3,635,000	5.000
2037	4,225,000	5.000
2038	4,845,000	5.000
2039	5,525,000	5.000
2040	6,225,000	5.000
2041	7,005,000	5.000
2042	7,805,000	5.000
2043	5,215,000	5.000
2044	5,475,000	5.000
2049	42,300,000	5.000
2054	51,120,000	5.250
2054	50,000,000	4.250

(B) Except when the Series 2024A Bonds are in a Bank Index Mode or a Bank Fixed Mode, the Series 2024A Bonds may operate in different Modes at the same time. Series 2024A Bonds in any Mode, other than the Indexed Mode, may be changed to any other Mode at the times and in the manner hereinafter provided; provided that the portion of the Series 2024A Bonds to be changed must be an amount constituting an Authorized Denomination for the New Mode. In

addition, while the Series 2024A Bonds are in a Term Rate Mode or Commercial Paper Mode, the Series 2024A Bonds in such Mode may bear interest at different rates at the same time; provided that each individual Series 2024A Bond in such Mode may bear only one rate during each Interest Period applicable to such Series 2024A Bond during a Term Rate Mode or Commercial Paper Mode. Notwithstanding the foregoing, (i) during a Bank Index Mode, all Series 2024A Bonds must operate in the Bank Index Mode for the same Bank Index Rate Period, and during a Bank Fixed Mode, all Series 2024A Bonds must operate in the Bank Fixed Mode for the same Bank Fixed Rate Period and (ii) during a R-FLOATs Rate Mode, all Series 2024A Bonds shall have the same R-FLOATs Period and all Bonds with an R-FLOATs Term Period shall have the same R-FLOATs Term Period. Subsequent to each change in Mode (other than a change to the Indexed Mode), the Series 2024A Bonds in such Mode may again be changed to a different Mode at the times and in the manner hereinafter provided. The Indexed Mode for a Series 2024A Bond shall be in effect until the final Maturity Date of such Series 2024A Bonds and may not be changed to any other Mode.

(C) In connection with any Mode change, the Bond Trustee shall identify the Series 2024A Bonds which are the subject of each Mode. Such identification may be through the designation of such Series 2024A Bonds, through the assignment of separate CUSIP numbers or otherwise as the Remarketing Agent directs the Bond Trustee.

In addition, upon any change in Mode, new Series 2024A Bond forms in the New Mode shall be prepared by the Authority or Bond Counsel and delivered by the Bond Trustee to the holders of such Series 2024A Bonds, which new Bond forms shall identify the Mode then applicable to the Series 2024A Bonds and reflect the terms then applicable to such Series 2024A Bonds, all as provided in Section 215 hereof. Each holder of Series 2024A Bonds by its acceptance thereof shall be deemed to have agreed to surrender its Series 2024A Bonds which are being converted to a New Mode to the Bond Trustee in exchange for a Series 2024A Bond reflecting the New Mode.

Section 205. Determination of Commercial Paper Rates, Purchase Date and Interest Periods During Commercial Paper Mode. (A) Interest Periods during a Commercial Paper Mode shall be of such duration of from one to 270 calendar days, ending on a day immediately preceding a Business Day or the final Maturity Date, as the Remarketing Agent shall determine in accordance with the provisions of this Section 205. On each Rate Determination Date, the Remarketing Agent shall select the Interest Period and lowest interest rate for such Interest Period as will, in the judgment of the Remarketing Agent, result in a sale of such Series 2024A Bonds on such Rate Determination Date at the Purchase Price and will result in the lowest aggregate cost payable by the Authority and the Borrower with respect to the Series 2024A Bonds in such Mode, taking into account interest and other determinable fees and expenses. The Remarketing Agent's determination shall be based on the market for and the relative yields of the Series 2024A Bonds and other securities that bear interest at a variable rate or fixed rate that, in the judgment of the Remarketing Agent, are otherwise comparable to the Series 2024A Bonds, or any fact or circumstance relating to the Series 2024A Bonds or affecting the market for the Series 2024A Bonds or affecting any other comparable securities in a manner that, in the judgment of the Remarketing Agent, will affect the market for the Series 2024A Bonds. If the Remarketing Agent has received notice from the Authority (at the direction of the Borrower) that any Series 2024A Bond is to be changed from the Commercial Paper Mode to any other Mode or is to be purchased

in accordance with a mandatory purchase pursuant to Section 508, the Remarketing Agent shall, with respect to such Series 2024A Bond, select Interest Periods which do not extend beyond the Mandatory Purchase Date.

(B) On or after 4:00 p.m., New York time, on the Business Day next preceding each Rate Determination Date for Series 2024A Bonds in the Commercial Paper Mode, any Holder of such Series 2024A Bonds may telephone the Remarketing Agent and be informed of the anticipated next Interest Period(s) and the anticipated Commercial Paper Rate(s) for such Interest Period(s).

(C) By 12:30 p.m., New York time, on each Rate Determination Date, the Remarketing Agent, with respect to each Series 2024A Bond in the Commercial Paper Mode which is subject to adjustment on such date, shall determine the Commercial Paper Rate(s) for the Interest Periods then selected for such Series 2024A Bond and the Purchase Date and shall give Immediate Notice to the Bond Trustee and Tender Agent and any other Interested Party who contacts the Remarketing Agent of the Interest Period, the Purchase Date(s) and the Commercial Paper Rate(s).

(D) By 1:00 p.m., New York time, on each Rate Determination Date, the Remarketing Agent shall apply for and obtain CUSIP numbers for each Series 2024A Bond in the Commercial Paper Mode (which the Bond Trustee will promptly assign) for which a Commercial Paper Rate, a Purchase Date and Interest Period have been determined on such date and give the Bond Trustee and Tender Agent Immediate Notice of such assignment.

(E) By acceptance of any Series 2024A Bond during a Commercial Paper Mode, the Holder thereof shall be deemed to have agreed, during each Interest Period, to the Commercial Paper Rate (including the Alternate Rate, if applicable), Interest Period and Purchase Date then applicable thereto and to have further agreed to tender such Series 2024A Bond to the Tender Agent for purchase on the Purchase Date at the Purchase Price; provided, however, that in the event that a Holder fails to tender such Series 2024A Bond on the Purchase Date, such Series 2024A Bond will be deemed to have been tendered on such Purchase Date, and thereafter the Holder shall be entitled to receive only the Purchase Price for such Series 2024A Bond.

Section 206. Determination of Interest Rates During the Daily Mode and the Weekly Mode.

(A) Method of Determining Interest Rates. At the option of the Authority upon the direction of the Borrower, Series 2024A Bonds not currently bearing interest in the Daily Mode or Weekly Mode, as applicable, may be converted to bear interest at the Daily Rate or Weekly Rate, as applicable, pursuant to the terms of Section 212(A) hereof. Interest on any Series 2024A Bonds in the Daily Mode or Weekly Mode shall accrue at the rate of interest per annum determined by the Remarketing Agent on and as of the Rate Determination Date as the minimum rate of interest which, in the judgment of the Remarketing Agent under then-existing market conditions, would result in the sale of such Series 2024A Bonds, on the Rate Determination Date in the case of the Daily Mode and on the first day of the Interest Period immediately succeeding the Rate Determination Date in the case of the Weekly Mode, at a price equal to the Purchase Price. Such determination shall be conclusive and binding upon the Interested Parties.

(B) Determination Time for Daily Rate. During the Daily Mode, the Remarketing Agent shall establish the Daily Rate by 10:30 a.m., New York time on each Business Day. The Daily Rate for any day during the Daily Mode which is not a Business Day shall be the Daily Rate established on the immediately preceding Business Day. The Remarketing Agent shall make the Daily Rate available by Electronic Means to the Bond Trustee, any requesting Bondholder or other Interested Party who contacts the Remarketing Agent by 2:00 p.m., New York time, on the Rate Determination Date.

(C) Determination Time for Weekly Rate. During the Weekly Mode, the Remarketing Agent shall establish the Weekly Rate by 5:00 p.m., New York time, on each Rate Determination Date. The Weekly Rate shall be in effect (1) initially, from and including the first day any Series 2024A Bonds become subject to the Weekly Mode to and including the following Wednesday and (2) thereafter, from and including each Thursday to and including the following Wednesday. The Remarketing Agent shall make the Weekly Rate available after 5:00 p.m., New York time, on the Rate Determination Date by Electronic Means to the Bond Trustee, any Bondholder or other Interested Party who contacts the Remarketing Agent.

Section 207. Determination of Indexed Rates and Term Rates.

(A) Determination of Indexed Rate. At the option of the Authority (at the direction of the Borrower) all or a portion of the Series 2024A Bonds may be converted to bear interest at the Indexed Rate to the final Maturity Date of the Series 2024A Bonds. Unless the Authority elects otherwise, the Indexed Rate shall be recalculated each Business Day. The index on which the Indexed Rate shall be based shall be the SIFMA Municipal Index unless the Authority (at the direction of the Borrower and after consultation with the Remarketing Agent) shall select another index not less than five Business Days prior to the Rate Determination Date. The Remarketing Agent shall determine the percentage to be used in calculating the Indexed Rate not later than 4:00 p.m., New York time, on the Rate Determination Date. The percentage shall be the lowest percent which, when multiplied by the index, in the reasonable judgment of the Remarketing Agent, will result in a sale of the Series 2024A Bonds at a price equal to the Purchase Price on the first day of the Indexed Rate Mode Change Date. At the time the Authority gives notice of its intent to change to the Indexed Mode, the Authority (at the request of the Borrower) may also determine an interest rate for the initial Interest Payment Period from the Mode Change Date to the first Interest Payment Date in the Indexed Mode which is not based on the index and percentage, a different frequency with which the Indexed Rate shall be recalculated from that specified above and different Interest Payment Dates from those specified in the definition of Interest Payment Dates, all of which shall be contained in the Authority's notice of intent to change to the Indexed Mode, which determination shall be accompanied by a Favorable Opinion of Bond Counsel dated the Mode Change Date addressed to the Bond Trustee, the Authority, the Tender Agent, the Credit Facility Provider, the Liquidity Facility Provider and the Remarketing Agent. The Remarketing Agent shall make such information available by Immediate Notice to any Bondholder requesting such information and to the Borrower, the Authority, the Bond Trustee and the Tender Agent. On each Business Day on which the Indexed Rate is recalculated by the Remarketing Agent, the Tender Agent shall give Immediate Notice of such rate upon request from any Bondholder, the Borrower, the Authority, the Bond Trustee, the Credit Facility Provider or the Liquidity Facility Provider, if any. Such determination shall be conclusive and binding upon the Borrower, the Authority, the

Bond Trustee, the Tender Agent, the Credit Facility Provider, the Liquidity Facility Provider, if any, the Remarketing Agent and the Holders.

(B) Reserved.

(C) Method of Determining Term Rate, Interest Period and Purchase Date During Term Rate Mode. Interest Periods during a Term Rate Mode shall be at least 180 calendar days in length. Upon any conversion to a Term Rate Mode, the length of the initial Interest Period or Interest Periods shall be designated by the Authority (at the direction of the Borrower). During the Term Rate Mode, the Authority shall designate (at the direction of the Borrower) an Interest Period or Interest Periods succeeding the immediately preceding Interest Period. Each such designation shall be made by the Authority's giving Immediate Notice thereof to the Bond Trustee, the Tender Agent, the Remarketing Agent, the Credit Facility Provider and the Liquidity Facility Provider, which shall be given no later than the 10th Business Day preceding the proposed Interest Period of such Bonds. The Term Rate established on each Rate Determination Date for Series 2024A Bonds in the Term Rate Mode shall be the minimum rate which, in the judgment of the Remarketing Agent, will result in a sale of the Series 2024A Bonds for each Interest Period in the Term Rate Mode at a price equal to the Purchase Price on the first day of the applicable Interest Period immediately succeeding the Rate Determination Date provided that such rate shall not exceed the Maximum Rate. If a new Interest Period is not designated by the Authority (at the direction of the Borrower) prior to the Business Day next preceding the Purchase Date for the Interest Period then in effect, all of the Series 2024A Bonds in the Term Rate Mode in the Interest Period then in effect shall be converted automatically on the Purchase Date to the Weekly Mode bearing interest at Weekly Rates established in accordance with Section 206(A) hereof.

(D) Determination Time for Term Rates. Except as provided in Section 207(E), once any portion of the Series 2024A Bonds are changed to the Term Rate Mode, such Series 2024A Bonds shall continue in the Term Rate Mode until changed to another Mode in accordance with Section 212 hereof. The Term Rate for each Interest Period shall be determined by the Remarketing Agent not later than 4:00 p.m., New York time, on the Rate Determination Date for each Interest Period. After 4:00 p.m., New York time, on the Rate Determination Date, the Remarketing Agent shall make the Term Rate for an Interest Period available by telephone to any Bondholder and to the Borrower, the Authority, the Bond Trustee, the Tender Agent, the Credit Facility Provider and the Liquidity Facility Provider. The Remarketing Agent shall provide Immediate Notice of the Term Rate for an Interest Period no later than the second Business Day after the Rate Determination Date for such Interest Period.

(E) Default to Weekly Mode. If, for any reason, a new Term Rate cannot be established for an Interest Period on a Rate Determination Date or there is a failure to remarket on a Purchase Date the Series 2024A Bonds in the Term Rate Mode for an Interest Period pursuant to Section 509, then all of the Series 2024A Bonds in the Term Rate Mode in the Interest Period then in effect for which a new Term Rate cannot be established or for which there is such a failed remarketing shall be changed automatically on the Purchase Date to bear interest at Weekly Rates established in accordance with Section 206(A) hereof.

Section 208. Determination of Fixed Rate. At the option of the Authority upon direction of the Borrower and with the consent of the Credit Facility Provider, if any, Series 2024A Bonds

may be converted to bear interest at new Fixed Rates to the Maturity Dates thereof in the manner provided in Sections 212 and 502(B) hereof. The Remarketing Agent shall determine the Fixed Rate for each maturity of the Series 2024A Bonds to be converted to a new Fixed Rate Mode not later than 4:00 p.m., New York time, on the Rate Determination Date as provided in Section 502(B) hereof. The Fixed Rates shall be the rate or rates determined in accordance with Section 502(B) hereof. The Remarketing Agent shall make the Fixed Rates available by Electronic Means or telephone to any Bondholder and to the Borrower, the Authority, the Bond Trustee, the Tender Agent or the Credit Facility Provider. Upon request of any Bondholder, the Borrower, the Authority, the Bond Trustee or the Credit Facility Provider, the Tender Agent shall give Immediate Notice of such rate. Such determination shall be conclusive and binding upon the Interested Parties.

Section 209. Alternate Rate for Interest Calculation.

(A) With respect to Series 2024A Bonds in a Daily Mode, in the event that the Remarketing Agent fails to establish a Daily Rate for any Business Day, then (i) the Daily Rate for such day shall be the same as the Daily Rate for the immediately preceding day if the Daily Rate for such preceding day was determined by the Remarketing Agent or (ii) if no Daily Rate for the immediately preceding day was determined by the Remarketing Agent or in the event that the Daily Rate determined by the Remarketing Agent shall be held to be invalid or unenforceable by a court of law, then the interest rate for such day shall be equal to 100% of the SIFMA Municipal Index, made available for such day, or if such index is no longer available, or no such index was so made available for such day, 70% of the interest rate on 30-day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in *The Wall Street Journal* or *The Bond Buyer* on the day the Daily Rate would otherwise be determined as provided herein for such Interest Period during a Daily Mode as specified by the Authority to the Tender Agent. However, if there is no Remarketing Agent in place, or if there is no Liquidity Facility in place, the rate will be set at the Maximum Rate.

(B) With respect to Series 2024A Bonds in a Weekly Rate, if the Remarketing Agent fails to establish a Weekly Rate for any week with respect to the Series 2024A Bonds bearing interest at such rate, then (i) the Weekly Rate for such week shall be the same as the Weekly Rate for the immediately preceding week if the Weekly Rate for such immediately preceding week was determined by the Remarketing Agent or (ii) if no Weekly Rate for the immediately preceding week was determined by the Remarketing Agent or if the Weekly Rate determined by the Remarketing Agent shall be held to be invalid or unenforceable by a court of law, then the Weekly Rate for such week shall be equal to 100% of the SIFMA Municipal Index, made available for the week preceding the date of determination, or if such index is no longer available, or no such index was made available for the week preceding the date of determination, 70% of the interest rate on 30-day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in *The Wall Street Journal* or *The Bond Buyer* on the day such Weekly Rate would otherwise be determined as provided herein for such Weekly Rate Period as specified by the Authority to the Tender Agent. However, if there is no Remarketing Agent in place, or if there is no Liquidity Facility in place, the rate will be set at the Maximum Rate.

(C) With respect to Series 2024A Bonds in a Commercial Paper Mode, if the Remarketing Agent fails to set the length of an Interest Period during such Mode for any Series

2024A Bond, it will extend by one Business Day (or until the earlier stated maturity of the Series 2024A Bonds) automatically until the Remarketing Agent is able to set the rate and, if in that instance the Remarketing Agent fails for whatever reason to determine the interest for such Series 2024A Bond, then the interest rate for such Series 2024A Bond for that Interest Period shall be the Commercial Paper Rate in effect for such Series 2024A Bond for the preceding Interest Period. However, if there is no Remarketing Agent in place, or if there is no Liquidity Facility in place, the rate will be set at the Maximum Rate.

(D) With respect to Series 2024A Bonds in a Term Rate Mode, if, for any reason, the Term Rate for Series 2024A Bonds is not so determined for such Mode by the Remarketing Agent on or prior to the first day of such Interest Period, then the Series 2024A Bonds shall bear interest at the Weekly Rate as provided in Section 206 hereof, and shall continue to bear interest at a Weekly Rate determined in accordance with Section 206 until such time as the interest rate on the Series 2024A Bonds shall have been adjusted to another Mode as provided herein, and the Series 2024A Bonds shall continue to be subject to mandatory purchase as described in Section 506.

(E) With respect to Series 2024A Bonds in a R-FLOATs Rate Mode, if, for any reason, the R-FLOATs Rate for Series 2024A Bonds is not so determined, then the Series 2024A Bonds shall bear interest as provided in Section 211 hereof.

Section 210. Determination of Bank Fixed Rates; Determination of Bank Index Rates; Subsequent Bank Rate Periods; Index Agent; Remarketing Agent.

(A) Determination of Bank Fixed Rates.

(1) During each Bank Fixed Rate Period, the Series 2024A Bonds shall, subject to Section 210(F) below, bear interest at the Bank Fixed Rate. The Bank Fixed Rate for the Series 2024A Bonds in the Bank Fixed Mode shall be calculated on the applicable Rate Determination Date for each Bank Fixed Rate Period by the Market Agent, shall become effective on the applicable Bank Rate Change Date next succeeding such Rate Determination Date and shall be equal to the lower of (a) the Maximum Rate (subject to the provisions of Section 210(F) below) and (b) the Bank Fixed Rate.

(2) Prior to the commencement of any Bank Fixed Rate Period,

(a) the Borrower shall provide a Written Request to the Market Agent appointed pursuant to Section 210(E) to determine the Bank Fixed Rate for such Bank Fixed Rate Period and

(b) the Market Agent shall determine on or prior to the Rate Determination Date preceding such Bank Fixed Rate Period, the Bank Fixed Rate for such Bank Fixed Rate Period, which shall be an interest rate that will result in the Bank Fixed Rate to be equal to the minimum interest rate per annum (based upon tax exempt obligations comparable, in the judgment of the Market Agent, to the Series 2024A Bonds and known to the Market Agent to have been priced or traded under the prevailing market conditions) which, in the judgment of the Market Agent under then-existing market conditions, will enable the Series 2024A Bonds to be sold on such date at a price (without regard to accrued interest) equal to 100%

of the principal amount thereof. The Bank Fixed Rate shall be rounded upward to the second decimal place. The Market Agent shall provide Immediate Notice to the Bond Trustee, the Borrower, the Purchaser and the Index Agent of the Bank Fixed Rate by 10:00 a.m., New York time, on the Rate Determination Date for such Bank Fixed Rate Period, and any adjustment will take effect on the Bank Rate Change Date.

(3) The determination by the Market Agent of the Bank Fixed Rate (absent manifest error) shall be conclusive and binding upon the Authority, the Borrower, the Bond Trustee and the Purchaser.

(B) Determination of Bank Index Rates.

(1) During each Bank Index Rate Period, the Series 2024A Bonds shall, subject to Section 210(F) below, bear interest at the Bank Index Rate from time to time in effect. The Bank Index Rate for the Series 2024A Bonds in the Bank Index Mode shall be calculated on each Rate Determination Date by the Index Agent, shall become effective on the Bank Index Rate Reset Date next succeeding such Rate Determination Date to but excluding the next succeeding Bank Index Rate Reset Date and shall be equal to the lower of (a) the Maximum Rate (subject to the provisions of Section 210(F) below) and (b) the Bank Index Rate; provided, that the Bank Index Rate shall be rounded upward to the third decimal place.

The Index Agent shall calculate the Bank Index Rate for each Interest Period on each Rate Determination Date and shall provide Immediate Notice of such Bank Index Rate to the Bond Trustee, the Purchaser and the Borrower. The Bank Index Rate so determined shall be effective for the Interest Period immediately following such Rate Determination Date. The determination by the Index Agent of the Bank Index Rate, the Taxable Rate and the Default Rate (absent manifest error) shall be conclusive and binding upon the Authority, the Borrower, the Bond Trustee and the Purchaser. If for any reason the Index Agent shall fail to establish the Bank Index Rate, the Taxable Rate or the Default Rate for any Interest Period, the Series 2024A Bonds shall bear interest at the Bank Index Rate, the Taxable Rate or the Default Rate last in effect until the Index Agent next determines the Bank Index Rate, the Taxable Rate or the Default Rate as required hereunder.

(2) Prior to the commencement of any Bank Index Rate Period (other than a Subsequent Bank Index Rate Period),

(a) the Borrower shall select the Index and provide a Written Request to the Market Agent appointed pursuant to Section 210(E) to determine the Applicable Factor and the Applicable Spread for such Bank Index Rate Period, and

(b) the Market Agent shall determine on or prior to the Rate Determination Date preceding such Bank Index Rate Period, the Applicable Factor and the Applicable Spread for such Bank Index Rate Period, which shall be a combination that will result in the Bank Index Rate determined in accordance with

Section 210(B)(1) to be equal to the minimum interest rate per annum (based upon tax exempt obligations comparable, in the judgment of the Market Agent, to the Series 2024A Bonds and known to the Market Agent to have been priced or traded under the prevailing market conditions) which, in the judgment of the Market Agent under then-existing market conditions, will enable the Series 2024A Bonds to be sold on such date at a price (without regard to accrued interest) equal to 100% of the principal amount thereof. The Market Agent shall provide Immediate Notice to the Bond Trustee, the Borrower and the Index Agent of the Applicable Spread and the Applicable Factor by 10:00 a.m., New York time, on the Rate Determination Date for such Bank Index Rate Period, and any adjustment will take effect on the Bank Rate Change Date.

(C) Subsequent Bank Rate Periods; Determination of Bank Index Rate and Bank Fixed Rate in a Subsequent Bank Rate Period.

(1) Prior to the end of the then-existing Bank Rate Period and in accordance with the provisions of the Continuing Covenant Agreement, the Borrower, may request in writing, that the Purchaser agree to hold the Series 2024A Bonds for a Subsequent Bank Rate Period. In addition, each such Written Request of the Borrower shall contain the following:

- (a) the proposed commencement and ending dates of the Subsequent Bank Rate Period;
- (b) a designation of whether the Series 2024A Bonds will bear interest at a Bank Index Rate for a Subsequent Bank Index Rate Period (and specify the Index) or at a Bank Fixed Rate for a Subsequent Bank Fixed Rate Period;
- (c) if the Series 2024A Bonds shall bear interest at a Bank Index Rate, the Applicable Spread and the Applicable Factor for the proposed Subsequent Bank Index Rate Period, determined in accordance with Section 210(B) hereof; and
- (d) if the Series 2024A Bonds shall bear interest at a Bank Fixed Rate, a request that the Market Agent provide the Borrower with a quote of the Bank Fixed Rate for the proposed Subsequent Bank Fixed Rate Period determined in accordance with Section 210(A) hereof.

The determination of the Purchaser to accept or reject the Borrower's request for a Subsequent Bank Rate Period in accordance with the provisions of the Continuing Covenant Agreement shall be within the sole and absolute discretion of the Purchaser.

If the Purchaser accepts the Borrower's Written Request for a Subsequent Bank Rate Period and exercises its Right to Retain, the Borrower shall direct the Purchaser to inform the Bond Trustee of the Subsequent Bank Fixed Rate Period (including the Bank Fixed Rate) or the Subsequent Bank Index Rate Period (including the Index and the Applicable Spread and Applicable Factor), as applicable, and the new Bank Rate Purchase Date with respect thereto. Such notification to the Bond Trustee shall be no later than 2 Business Days prior to the date upon which the Bond Trustee is required to give notice of

mandatory tender of the Series 2024A Bonds pursuant to Section 505(B) hereof. Upon such notification of the Bond Trustee, the Purchaser will be deemed to have exercised the Right to Retain. The Subsequent Bank Rate Period shall commence on a Business Day specified by the Borrower in its Written Request (or such other Business Day agreed to by the Purchaser and the Borrower), which date shall become the Bank Rate Purchase Date for the then-existing Bank Rate Period. The Series 2024A Bonds shall bear interest during such Subsequent Bank Rate Period at either the Bank Fixed Rate or the Bank Index Rate, but not both.

Subject to Section 210(D) below, if the Purchaser does not exercise the Right to Retain, (i) there shall be no change in the then-existing Bank Rate Period on the Bank Rate Change Date proposed in the Borrower's Written Request, (ii) the then-existing Bank Index Rate Period (including the Applicable Factor and the Applicable Spread) or Bank Fixed Rate Period (including the Bank Fixed Rate), as applicable, shall remain in effect and (iii) such Series 2024A Bonds shall remain subject to mandatory purchase on the Bank Index Rate Purchase Date or Bank Fixed Rate Purchase Date, as applicable, for the then-existing Bank Rate Period.

(2) Prior to submitting a Written Request for a Subsequent Bank Index Rate Period, the Borrower shall provide a Written Request to the Market Agent appointed pursuant to Section 210(E) to determine the Applicable Factor and the Applicable Spread for such proposed Subsequent Bank Index Rate Period and to provide written notice of such determination to the Borrower and the Purchaser. The Applicable Factor and the Applicable Spread for such Subsequent Bank Index Rate Period shall be a combination that will result in the Bank Index Rate determined in accordance with Section 210(B) to be equal to the minimum interest rate per annum (based upon tax exempt obligations comparable, in the judgment of the Market Agent, to the Series 2024A Bonds and known to the Market Agent to have been priced or traded under the prevailing market conditions) which, in the judgment of the Market Agent under then-existing market conditions, will enable the Series 2024A Bonds to be sold on the date of determination at a price (without regard to accrued interest) equal to 100% of the principal amount thereof.

(3) Prior to submitting a Written Request for a Subsequent Bank Fixed Rate Period, the Borrower shall provide a Written Request to the Market Agent appointed pursuant to Section 210(E) to determine the Bank Fixed Rate for such proposed Subsequent Bank Fixed Rate Period and to provide written notice of such determination to the Borrower and the Purchaser. The Bank Fixed Rate for such proposed Subsequent Bank Fixed Rate Period shall be calculated in accordance with Section 210(A) hereof.

(4) During each Subsequent Bank Fixed Rate Period, the Series 2024A Bonds shall bear interest at the Bank Fixed Rate, as determined on the applicable Rate Determination Date. The Bank Fixed Rate for the Series 2024A Bonds in each Subsequent Bank Fixed Rate Period shall be calculated on the applicable Rate Determination Date by the Market Agent in accordance with and subject to the provisions of Section 210(A) hereof.

(5) During each Subsequent Bank Index Rate Period, the Series 2024A Bonds shall bear interest at the Bank Index Rate. The Bank Index Rate for the Series 2024A Bonds in each Subsequent Bank Index Rate Period shall be calculated on each Rate Determination Date by the Index Agent in accordance with and subject to the provisions of Section 210(B) hereof.

(6) In connection with the commencement of any Subsequent Bank Rate Period, the Borrower shall provide a Favorable Opinion of Bond Counsel dated the Bank Rate Change Date and addressed to the Bond Trustee, the Authority, the Purchaser and the Market Agent.

(D) Optional Term-Out Period. If the Purchaser does not exercise the Right to Retain pursuant to Section 210(C)(1) above, so long as the Continuing Covenant Agreement then provides for a Term-Out Period and the conditions precedent to such Term-Out Period are satisfied on the then-applicable Bank Fixed Rate Purchase Date or Bank Index Rate Purchase Date, the Borrower may provide the Purchaser, the Bond Trustee and the Authority with written notice of its election to have the Purchaser hold the Series 2024A Bonds for an additional period of time commencing on the immediately succeeding Bank Rate Purchase Date (upon which Bank Rate Purchase Date the Series 2024A Bonds shall not be subject to purchase) and ending on the earliest of (1) the Term-Out Purchase Date, (2) the Maturity Date, (3) the date on which the Series 2024A Bonds are redeemed in full and (4) the date on which the Series 2024A Bonds are remarketed (the “**Term-Out Period**”). The last day of the Term-Out Period shall be the Term-Out Purchase Date for such Term-Out Period. During the Term-Out Period, the Series 2024A Bonds (regardless of whether such Bonds are in the Bank Index Mode or the Bank Fixed Mode) shall bear interest at the Term-Out Rate. Notwithstanding the foregoing, during the Term-Out Period, the Series 2024A Bonds shall remain subject to acceleration upon the occurrence of an Event of Default.

During the Term-Out Period, the Series 2024A Bonds shall continue to be subject to mandatory redemption pursuant to the schedule set forth in Section 502 hereof and shall be payable in full on the Term-Out Purchase Date in accordance with Section 505(C) hereof and any applicable Continuing Covenant Agreement.

Notwithstanding the foregoing, to the extent the Continuing Covenant Agreement does not provide for a Term-Out Period or if the conditions precedent to such Term-Out Period are not satisfied on the then-applicable Bank Fixed Rate Purchase Date or Bank Index Rate Purchase Date, the Series 2024A Bonds shall remain subject to mandatory purchase on the Bank Index Rate Purchase Date or Bank Fixed Rate Purchase Date, as applicable, for the then-existing Bank Rate Period and the failure to purchase the Series 2024A Bonds on the applicable Bank Fixed Rate Purchase Date or Bank Index Rate Purchase Date shall constitute an Event of Default hereunder subject to the remedies set forth in Article VII hereof and the Series 2024A Bonds shall bear interest at the Default Rate.

(E) Remarketing Agent; Index Agent; Market Agent.

(1) *Remarketing Agent:* While the Series 2024A Bonds are in a Bank Index Mode or a Bank Fixed Mode and to the extent the Series 2024A Bonds are to be converted to a Mode other than a Bank Index Mode or a Bank Fixed Mode, the Borrower shall

appoint, pursuant to Section 511 hereof, a Remarketing Agent at such times as are required to remarket such Bonds on the applicable Mode Change Date.

(2) *Index Agent:* While the Series 2024A Bonds are in a Bank Index Rate Period, an Index Agent shall be appointed by the Borrower and shall serve as such under the terms and provisions hereof. The Borrower may appoint a new Index Agent on any Bank Rate Change Date; provided that the Purchaser for the Bank Index Rate Period immediately succeeding such Bank Rate Change Date must consent to any such appointment if the Index Agent so appointed is not the Purchaser for such immediately succeeding Bank Index Rate Period.

(3) *Market Agent:*

(a) While the Series 2024A Bonds are in a Mode other than a Bank Index Mode and to the extent such Series 2024A Bonds are to be converted to a Bank Index Mode in accordance with the terms of Section 212(A) hereof, the Borrower shall appoint a Market Agent at such times as are required to determine the Applicable Spread and the Applicable Factor in accordance with the provisions of Section 210(B)(2)(b) and 210(C)(2) in order to allow a determination on the applicable Rate Determination Date of the Bank Index Rate to be effective on the Mode Change Date and each subsequent Rate Determination Date.

(b) While the Series 2024A Bonds are in a Mode other than a Bank Fixed Mode and to the extent such Series 2024A Bonds are to be converted to a Bank Fixed Mode in accordance with the terms of Section 212(A) hereof, the Borrower shall appoint a Market Agent at such times as are required to determine the Bank Fixed Rate, in accordance with the provisions of Section 210(A), on the applicable Rate Determination Date to be effective on the Mode Change Date.

(c) While the Series 2024A Bonds are in a Bank Rate Period and to the extent the Series 2024A Bonds are to be changed to a new Bank Rate Period bearing interest at a Bank Fixed Rate, the Borrower shall appoint a Market Agent at such times as are required to determine the Bank Fixed Rate, in accordance with the provisions of Section 210(A), on the applicable Rate Determination Date.

(d) While the Series 2024A Bonds are in a Bank Rate Period and to the extent the Series 2024A Bonds are to be changed to a new Bank Rate Period bearing interest at a Bank Index Rate, the Borrower shall appoint a Market Agent at such times as are required to determine the Applicable Spread and the Applicable Factor, in accordance with the provisions of Section 210(B)(2)(b) and 210(C)(2), in order to allow a determination on each applicable Rate Determination Date of the Bank Index Rate.

(F) Adjustments to Bank Index Rate and Bank Fixed Rate. Additionally, notwithstanding the foregoing provisions of this Section 210, while the Series 2024A Bonds are in a Bank Rate Period:

(1) during any Term-Out Period, the Bank Index Rate shall be the Term-Out Rate;

(2) upon the occurrence and during the continuance of an Event of Default, the Bank Index Rate, the Bank Fixed Rate or the Term-Out Rate, as applicable, shall (effective on the date of such Event of Default) be converted to a rate equal to the Default Rate;

(3) upon the occurrence of a Taxable Date, the Bank Index Rate, the Bank Fixed Rate or the Term-Out Rate, as applicable, shall (effective on the date as of which interest on the Series 2024A Bonds first becomes includable in the gross income of the Purchaser) be converted to a rate equal to the Taxable Rate; and

(4) if during a Bank Rate Period (or during the Term-Out Period) the rate of interest on the Series 2024A Bonds exceeds the Maximum Rate for such Bonds, then (a) such Bonds shall bear interest at the Maximum Rate and (b) interest on such Bonds calculated at the rate equal to the difference between (i) the rate of interest for such Bonds as calculated pursuant to the terms hereof and (ii) the Maximum Rate (the “Excess Interest”) shall be deferred until such date as the rate of interest borne by such Bonds as calculated pursuant to Section 210 hereunder is below the Maximum Rate, at which time Excess Interest shall be payable with respect to such Bonds. Payments of deferred Excess Interest shall no longer be due and payable upon the earlier to occur of the date on which such Series 2024A Bonds are tendered for purchase in accordance with the terms hereof and are so paid or such Bonds are paid in full.

Section 211. Determination of R-FLOATs Rate; Establishment of R-FLOATs Periods; Tender of R-FLOATs Bonds.

(A) Determination of R-FLOATs Rate.

(1) Interest on R-FLOATs Bonds shall accrue on the basis of the actual number of days elapsed during the R-FLOATs Period and a year of 365 days (366 days in a leap year). Interest on the R-FLOATs Bonds shall be paid on each Interest Payment Date, any R-FLOATs Tender Date, any redemption date and on the Maturity Date therefor. Interest on R-FLOATs Bonds shall be payable on each Interest Payment Date for the period commencing on the Closing Date for the Series 2024A Bonds or on the Mode Change Date (or new R-FLOATs Period, as applicable) preceding the prior Interest Payment Date and ending on the day immediately preceding such Interest Payment Date.

(2) The R-FLOATs Rate for any Bond in the R-FLOATs Rate Mode shall be determined as follows:

(a) A Bond in the R-FLOATs Rate Mode may be in an R-FLOATs Weekly Period, an R-FLOATs Monthly Period, or an R-FLOATs Term Period. All Bonds in the R-FLOATs Rate Mode shall have the same R-FLOATs Period, and all Bonds with an R-FLOATs Term Period shall have the same R-FLOATs Term Period. During the R-FLOATs Rate Mode, the Borrower shall establish the applicable R-FLOATs Period. If a Bond is converted to the R-FLOATs Rate Mode, the Borrower shall elect the R-FLOATs Period for such Bond on or prior to the last

Business Day before the Mode Change Date. During the R-FLOATs Rate Mode, the Borrower may elect to change the R-FLOATs Period for Bonds in the R-FLOATs Rate Mode, subject to the following terms and conditions:

(i) Any change in the R-FLOATs Period may be effective only on an R-FLOATs Reset Date.

(ii) The Borrower’s election to change the R-FLOATs Period to an R-FLOATs Weekly Period or an R-FLOATs Monthly Period must be given as provided in Section 212 and be accompanied by a Favorable Opinion of Bond Counsel.

(iii) Bonds in an R-FLOATs Weekly Period or an R-FLOATs Monthly Period shall remain in such period unless the Borrower elects to change the period.

(iv) The Borrower may elect an R-FLOATs Term Period, which must be more than 35 days and must end on a day that is immediately prior to a Business Day. If the Borrower elects an R-FLOATs Term Period that ends on a day that is not in fact immediately prior to a Business Day, then such R-FLOATs Term Period shall automatically extend to the next day that is immediately prior to a Business Day.

(v) An election by the Borrower to establish an R-FLOATs Term Period may provide that successive R-FLOATs Term Periods of specified length shall be established with respect to Bonds in the R-FLOATs Rate Mode. If such a notice is delivered, no additional notice shall be required from the Borrower with respect to the subsequent R-FLOATs Term Periods so specified. Any such notice may be revoked by the Borrower, but the revocation shall be applicable only with respect to R-FLOATs Term Periods that would have commenced after the date of the notice of revocation.

(vi) Upon the expiration of any R-FLOATs Term Period, the R-FLOATs Period shall automatically revert to an R-FLOATs Weekly Period unless the Borrower makes a timely election to change the R-FLOATs Period to the R-FLOATs Monthly Period or another R-FLOATs Term Period or to another Mode provided in this Bond Indenture; provided, however, that in any event, the day immediately following the last day of the R-FLOATs Term Period shall be a Mandatory Purchase Date.

(b) The R-FLOATs Weekly Rate shall be set initially on any future Mode Change Date (if converted to the R-FLOATs Rate Mode with an R-FLOATs Weekly Period) and shall change on each Thursday while the Series 2024A Bonds are in an R-FLOATs Weekly Period (each Thursday being an “**R-FLOATs Weekly Reset Date**”). The R-FLOATs Weekly Rate shall be determined when set initially and on each R-FLOATs Reset Date or, if any R-FLOATs Reset Date is not a

Business Day, on the last Business Day prior to such R-FLOATs Reset Date (each such date being an “**R-FLOATs Weekly Rate Determination Date**”). The R-FLOATs Weekly Rate so determined shall be effective on the R-FLOATs Reset Date and shall remain in effect until (and including) the following Wednesday.

(c) The R-FLOATs Monthly Rate shall be determined (i) on the last Business Day immediately prior to the first day of an R-FLOATs Monthly Period and (ii) on the last Business Day of each month during the R-FLOATs Monthly Period (each such date being an “**R-FLOATs Monthly Rate Determination Date**”). The R-FLOATs Monthly Rate so determined shall be effective on the first day of the R-FLOATs Monthly Period or the first Business Day following the R-FLOATs Rate Determination Date, as the case may be (each such date being an “**R-FLOATs Monthly Reset Date**”), and shall remain in effect until (and including) the day immediately prior to the first Business Day of the following month.

(d) An R-FLOATs Term Rate shall be set on the last Business Day immediately prior to the first day of an R-FLOATs Term Period (each such date being an “**R-FLOATs Term Rate Determination Date**” and, together with the R-FLOATs Weekly Rate Determination Date and the R-FLOATs Monthly Rate Determination Date, the “**R-FLOATs Rate Determination Date**”). The R-FLOATs Term Rate so determined shall be effective on the first day of the R-FLOATs Term Period (each such date being an “**R-FLOATs Term Reset Date**” and, together with the R-FLOATs Weekly Reset Date and the R-FLOATs Monthly Reset Date, the “**R-FLOATs Reset Date**”) and shall remain in effect until (and including) the last day of such R-FLOATs Term Period.

(e) The R-FLOATs Rate shall be the lowest interest rate that would, in the opinion of the Remarketing Agent, result in the market value of the Series 2024A Bonds being 100% of the principal amount thereof on the applicable R-FLOATs Rate Determination Date, taking into account relevant market conditions and credit rating factors as they exist on such date. If the Remarketing Agent fails to determine the R-FLOATs Rate on any R-FLOATs Rate Determination Date, the R-FLOATs Rate on the following R-FLOATs Reset Date shall be the Alternate Rate.

(f) The R-FLOATs Rate may not exceed the Maximum Interest Rate.

(g) On each R-FLOATs Rate Determination Date the Remarketing Agent shall give notice to the Bond Trustee of any R-FLOATs Rate so determined. Upon the request of any holder, the Bond Trustee shall notify the holder of the R-FLOATs Rate so determined.

(h) Notwithstanding the provisions of Section 211(A)(2)(a) through (g), during any R-FLOATs Non-Remarketing Period, all Bonds in the R-FLOATs Rate Mode (including any Bonds in the R-FLOATs Rate Mode that are not R-FLOATs Non-Remarketed Bonds) shall bear interest at the Maximum Interest Rate.

(B) Purchase of Tendered Bonds in the R-FLOATs Rate Mode.

(a) In connection with the tender of Bonds in the R-FLOATs Rate Mode under Sections 504(B) and 506 herein, the Bond Trustee shall hold any tendered Bond in the R-FLOATs Rate Mode delivered to it in trust solely for the benefit of the tendering holder until money representing the Purchase Price of such Bond shall have been delivered to or for the account of such holder.

(b) The Bond Trustee shall obtain funds for payment of the Purchase Price of tendered Bonds in the R-FLOATs Rate Mode from the following sources:

(i) The Remarketing Agent shall deliver all remarketing proceeds to the Bond Trustee or shall instruct the purchaser of any remarketed Bond in the R-FLOATs Rate Mode to deliver the Purchase Price of such remarketed Bond directly to the Bond Trustee. Remarketing proceeds shall be held in a separate, segregated account in the Purchase Fund and shall not be commingled with other money in the Purchase Fund.

(ii) The Borrower shall not be required to provide funds for the purchase of Bonds in the R-FLOATs Rate Mode tendered pursuant to an R-FLOATs Tender, but the Borrower may, at its option, provide funds for the purchase of Bonds in the R-FLOATs Rate Mode tendered pursuant to an R-FLOATs Tender. Funds obtained from the Borrower shall be held in a separate, segregated account in the Purchase Fund and shall not be commingled with other money in the Purchase Fund.

(c) Except as provided in Section 211(C) with respect to R-FLOATs Non-Remarketed Bonds, on the R-FLOATs Tender Date with respect to any Bond in the R-FLOATs Rate Mode, the Bond Trustee shall pay the Purchase Price to the holder of such Bond. Funds available for the Purchase Price of tendered Bonds shall be applied by the Bond Trustee as follows, in the order and priority indicated:

(i) First, remarketing proceeds shall be used to pay the Tender Price of tendered Bonds in the R-FLOATs Rate Mode other than Bonds owned by, for the account of, or on behalf of, the Borrower or any Affiliate of the Borrower or by the Authority.

(ii) Second, funds provided by the Borrower shall be used to pay the Purchase Price of tendered Bonds in the R-FLOATs Rate Mode that are not purchased with remarketing proceeds.

The Bond Trustee shall not be required to use its own funds to pay the Purchase Price of tendered Bonds in the R-FLOATs Rate Mode. The Bond Trustee shall not pay the Purchase Price of any tendered Bond, unless and until the Holder of such Bond presents such Bond to the Bond Trustee. Any Bond so delivered to the Bond Trustee after the Bond Trustee’s close of business on a Business Day shall be deemed delivered on the following Business Day.

(C) R-FLOATs Non-Remarketed Bonds.

(a) Funds for the purchase of Bonds in the R-FLOATs Rate Mode pursuant to an R-FLOATs Tender shall be derived solely from (i) remarketing proceeds or (ii) funds that the Borrower elects to provide for such purchase; provided, however, that the Borrower shall not be required to provide funds for the purchase of Bonds tendered pursuant to an R-FLOATs Tender.

(b) If adequate funds are not available in the Purchase Fund on any R-FLOATs Tender Date to pay the Purchase Price of all Bonds in the R-FLOATs Rate Mode tendered for purchase pursuant to the R-FLOATs Tender provisions, no Bonds in the R-FLOATs Rate Mode shall be purchased on such R-FLOATs Tender Date pursuant to the R-FLOATs Tender provisions, and all Bonds in the R-FLOATs Rate Mode tendered for purchase on such R-FLOATs Tender Date shall be considered “R-FLOATs Non-Remarketed Bonds”. The Bond Trustee shall return all R-FLOATs Non-Remarketed Bonds to the holders thereof, and the Bond Trustee shall return any remarketing proceeds deposited in the Purchase Fund with respect to such R-FLOATs Non-Remarketed Bonds to the Remarketing Agent for return to the Persons providing such remarketing proceeds.

(c) The date on which a Bond in the R-FLOATs Rate Mode is returned to the holder pursuant to this Section 211(C) shall be the first day of an R-FLOATs Special Non-Remarketing Period with respect to such Bond. During the R-FLOATs Special Non-Remarketing Period if the Series 2024A Bonds are not already in an R-FLOATs Weekly Period, the R-FLOATs Period for the Series 2024A Bonds shall automatically change to an R-FLOATs Weekly Period. During any R-FLOATs Special Non-Remarketing Period, all Bonds in the R-FLOATs Rate Mode shall bear interest at the Maximum Interest Rate. During any R-FLOATs Non-Remarketing Period the Remarketing Agent shall continue to use its best efforts to remarket R-FLOATs Non-Remarketed Bonds. If any R-FLOATs Special Non-Remarketing Period lasts more than 36 months, all Bonds in the R-FLOATs Mode (including Bonds in the R-FLOATs Mode that are not R-FLOATs Non-Remarketed Bonds) shall be redeemed pursuant to Section 502(E). If all R-FLOATs Non-Remarketed Bonds are successfully remarketed or are successfully converted to another Mode before an R-FLOATs Special Non-Remarketing Period extends to 36 months, redemption shall not be required pursuant to Section 502(E).

(D) No Liquidity Facility or Borrower Purchase During R-FLOATs Rate Mode.

Notwithstanding anything herein to the contrary, when the Series 2024A Bonds are in the R-FLOATs Rate Mode, there shall be no Liquidity Facility and the Borrower shall not be obligated to purchase Bonds that are tendered but not remarketed.

Section 212. Changes in Mode. Subject to the provisions of this Section 212 and Section 204(B), the Borrower may effect a change in Mode with respect to the Series 2024A Bonds, other than Series 2024A Bonds in the Indexed Mode, by following the procedures set forth in this Section.

(A) Changes to Modes Other Than the Fixed Rate Mode and Other Than from the Fixed Rate Mode. Subject to Section 212(C), all of the Series 2024A Bonds (other than Series 2024A Bonds in the Indexed Mode, which must remain in such Mode and Series 2024A Bonds proposed to be changed to or from the Fixed Rate Mode which shall be governed by Subsection 212(B) hereof), or a portion of any such Series 2024A Bonds (other than those in a Bank Index Mode or Bank Fixed Mode), may be changed from one Mode to another Mode (and for purposes of Bonds in the R-FLOATs Rate Mode, the continuation in such Mode but change in R-FLOATs Rate Period) as follows:

(1) *Mode Change Notice; Notice to Holders.* No later than the fifteenth Business Day preceding the proposed Mode Change Date, the Borrower shall give Immediate Notice to the Authority, the Bond Trustee, the Tender Agent, the Remarketing Agent (if any), the Purchaser (if any), the Index Agent (if any), the Liquidity Facility Provider (if any) and the Credit Facility Provider (if any) specifying (a) the Series 2024A Bonds or portions thereof (if the Series 2024A Bonds are not presently in or being changed to a Bank Fixed Mode or a Bank Index Mode) to which such notice relates and its intention to effect a change in the Mode from the Mode then in effect (for purposes of this Section, the “*Current Mode*”) to another Mode (for purposes of this Section, the “*New Mode*”) specified in such written notice, (b) if the change is to a Term Rate Mode, the length of the initial Interest Period, (c) if the change is to a Bank Index Mode, the length of the Bank Index Rate Period, the Index, the Applicable Spread and the Applicable Factor, (d) if the change is to a Bank Fixed Mode, the length of the Bank Fixed Rate Period and the Bank Fixed Rate, and (e) if the change is to the R-FLOATs Rate Mode, the R-FLOATs Period. The Borrower’s notice of intent to effect a change in Mode is revocable no less than three Business Days prior to the proposed Mode Change Date by providing Immediate Notice to the parties identified in the prior sentence that such notice of intent to effect a change in Mode is rescinded. Notice of the proposed change in Mode shall be given to the Holders pursuant to Section 506.

(2) *Determination of Interest Rates.* The New Mode shall commence on the Mode Change Date and the interest rate(s) with respect to the Series 2024A Bonds in the New Mode (together, in the case of a change to the Commercial Paper Mode, with the Interest Period(s) and Purchase Date(s)) shall be determined by the Remarketing Agent in the manner provided in Sections 204, 205, 206, 207, 208, 209 and 211, as applicable, or, in the case of Series 2024A Bonds in the Bank Index Mode or the Bank Fixed Mode, by the Market Agent and the Index Agent, as applicable, as provided in Section 210.

(3) *Conditions Precedent.*

(a) The Mode Change Date shall be an Interest Payment Date.

(b) Additionally, the Mode Change Date in the case of a change:

(i) from the Commercial Paper Mode, shall be a day which is the last Purchase Date for all Interest Periods for such Series 2024A Bonds set by the Remarketing Agent;

(ii) from the Term Rate Mode, shall be the Purchase Date for the current Interest Period or a day on which the Series 2024A Bonds would otherwise be subject to optional redemption at par pursuant to Section 501;

(iii) from the Bank Index Mode or from the Bank Fixed Mode, shall be subject to Section 212(C) hereof; and

(iv) of the Series 2024A Bonds in the R-FLOATs Period for Bonds in the R-FLOATs Rate Mode, the change shall be on a R-FLOATs Reset Date.

(c) In the case of a change (i) from a Short-Term Mode, from a Bank Index Mode or from a Bank Fixed Mode to a Long-Term Mode, (ii) from a Long-Term Mode, from a Bank Index Mode or from a Bank Fixed Mode to a Short-Term Mode or (iii) to a Bank Index Mode or to a Bank Fixed Mode, the Bond Trustee, the Authority, the Tender Agent, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Purchaser (if any) and the Remarketing Agent (if any) shall have received on the Mode Change Date, a Favorable Opinion of Bond Counsel dated the Mode Change Date and addressed to the Bond Trustee, the Authority, the Tender Agent, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Purchaser (if any) and the Remarketing Agent (if any).

(d) If the Current Mode is the Commercial Paper Mode, no Interest Period set after delivery by the Borrower to the Remarketing Agent of the notice of the intention to effect a change in Mode shall extend beyond the proposed Mode Change Date.

(e) If the current Mode is the R-FLOATs Rate Mode and by the 15th day prior to the last day of any R-FLOATs Term Period which ends on a day other than the day immediately preceding the Maturity Date of the Series 2024A Bonds, the Bond Trustee shall not have received notice of the Borrower's election that, during the next succeeding Interest Period, such Bonds shall bear interest at a Daily Rate, Weekly Rate, a Term Rate, a Bank Fixed Rate, Bank Index Rate, an R-FLOATs Rate, a Fixed Rate or Commercial Paper Rate, the next succeeding Interest Period shall be an R-FLOATs Weekly Period until such time as the interest rate shall be adjusted to a Daily Rate, Weekly Rate, Fixed Rate, Commercial Paper Rate, Bank Fixed Rate, Bank Index Rate, R-FLOATs Rate or Term Rate as provided in this section or Sections 204, 205, 206, 207, 208, 209 and 211, and the Series 2024A Bonds shall be subject to mandatory purchase as provided in Section 506 hereof on the first day of such R-FLOATs Weekly Period.

(f) The Borrower shall deliver to the Tender Agent a Liquidity Facility meeting the requirements hereof if the Borrower elects to provide a Liquidity Facility pursuant to Section 9.4 of the Loan Agreement. If there shall be no Liquidity Facility in effect to provide funds for the purchase of Series 2024A Bonds to be converted to the New Mode on the Mode Change Date, the remarketing

proceeds available and the funds provided by the Borrower on the Mode Change Date shall be not less than the amount required to purchase all of the Series 2024A Bonds which are converting on such Mode Change Date at the Purchase Price.

(g) Except with respect to a change from the Daily Mode to the Weekly Mode and vice versa, (i) when the Series 2024A Bonds are covered by a Credit Facility or a Liquidity Facility that will remain in effect following the Mode Change Date or (ii) when the Series 2024A Bonds are not covered by a Credit Facility or a Liquidity Facility immediately before or immediately after the Mode Change Date, the Bond Trustee shall receive from each Rating Agency then rating the Series 2024A Bonds applicable ratings immediately following the Mode Change Date. In addition, except with respect to a change from the Daily Mode to the Weekly Mode and vice versa covered by a Credit Facility or a Liquidity Facility that will remain in effect following the Mode Change Date, in the event of a conversion of a portion of the Series 2024A Bonds from the Daily Mode or Weekly Mode, the Bond Trustee shall receive written confirmation from each Rating Agency then rating the Series 2024A Bonds that immediately following the Mode Change Date there will be no withdrawal or reduction of the rating then in effect with respect to the Series 2024A Bonds remaining in the Daily Mode or Weekly Mode as a result of the Mode Change Date for a portion of the Series 2024A Bonds.

(h) Notice of the proposed change in Mode shall be given as provided in Section 212(A)(1).

(4) *Failure to Satisfy Conditions Precedent to Mode Change.* If the foregoing conditions have not been satisfied by the Mode Change Date, the New Mode shall not take effect for the Series 2024A Bonds proposed to be converted to a New Mode, such Series 2024A Bonds shall not be purchased on the proposed Mode Change Date (unless the Series 2024A Bonds are otherwise required to be purchased pursuant to Section 506 as a result of any of the following automatic changes in Mode or are otherwise subject to be purchased under Section 505 or 507) and: (a) if the change was from a Commercial Paper Mode, the Series 2024A Bonds proposed to be changed to the New Mode shall remain in the Commercial Paper Mode with interest rates with respect thereto and Interest Periods to be established in accordance with Section 205; (b) if the change was from a Term Rate Mode, each Series 2024A Bond proposed to be changed to the New Mode shall automatically change to the Weekly Mode bearing interest at the Weekly Rate established in accordance with Section 206(A) hereof; (c) if the change was from the Weekly Mode, the Series 2024A Bonds proposed to be changed to the New Mode shall remain in the Weekly Mode bearing interest at the Weekly Rate established in accordance with Section 206(A) hereof; (d) if the change was from the Daily Mode, the Series 2024A Bonds proposed to be changed to the New Mode shall remain in the Daily Mode bearing interest at the Daily Rate established in accordance with Section 206(A) hereof; (e) if the change was from the Bank Index Mode, the Series 2024A Bonds proposed to be changed to the New Mode shall remain in the Bank Index Mode bearing interest at the Bank Index Rate, the Term-Out Rate or the Default Rate, as applicable, established in accordance with Section 210(B) hereof; (f) if the change was from the Bank Fixed Mode, the Series 2024A Bonds proposed to be changed to the New Mode shall remain in the Bank Fixed Mode bearing interest at the Bank Fixed Rate,

the Term-Out Rate or the Default Rate, as applicable, established in accordance with Section 210(A) hereof, (g) if the change was from the R-FLOATs Rate Mode, the Series 2024A Bonds proposed to be changed to the New Mode (or new R-FLOATs Period) shall remain in the R-FLOATs Rate Mode and bear interest at the R-FLOATs Weekly Rate, and (h) otherwise, such Series 2024A Bonds shall be automatically changed to a Daily Mode. Such a failed conversion shall not constitute an Event of Default hereunder. Notwithstanding the foregoing and subject to Section 210(D) hereof, if the foregoing conditions have not been satisfied by the Mode Change Date and if the change was to be from a Bank Index Mode or a Bank Fixed Mode on a Bank Rate Purchase Date, if such Series 2024A Bonds shall not be purchased on the proposed Mode Change Date (unless such date is a Bank Rate Purchase Date and the conditions precedent set forth in the Continuing Covenant Agreement for conversion to a Term-Out Period have been satisfied, the Series 2024A Bonds will be in the Term-Out Period and bear interest at the Term-Out Rate and an Event of Default shall not have been deemed to have occurred), such failed conversion shall constitute an Event of Default hereunder subject to all of the remedies set forth in Article VII hereof and the Series 2024A Bonds shall bear interest at the Default Rate.

(5) *Revocation of Mode Change Notice.* The Borrower may revoke its election pursuant to Section 212(A)(1) to effect a Mode change by giving Written Notice of such revocation to the Authority, the Bond Trustee, the Tender Agent (if any), the Remarketing Agent (if any), the Liquidity Facility Provider (if any), the Credit Facility Provider (if any) and the Purchaser (if any), not less than three Business Days prior to the proposed Mode Change Date with the same effect as a failed conversion as described in Section 212(A)(4) hereof.

(B) *Change to new Fixed Rate Mode or from Fixed Rate Mode.* At the option of the Authority upon direction of the Borrower, the Series 2024A Bonds not in the Indexed Mode may be changed to a new Fixed Rate Mode (including from a Fixed Rate Mode to a new Fixed Rate Mode) as provided in this Section 212(B); provided, however, that if the Series 2024A Bonds are in the Bank Fixed Mode or the Bank Index Mode, all of such Bonds shall be converted to either (y) the Fixed Rate Mode pursuant to this Section 212(B) or (z) a combination of the Fixed Rate Mode pursuant to this Section 212(B) and another Mode (other than a Bank Fixed Mode or a Bank Index Mode) pursuant to Section 212(A). Not less than 45 days (or such shorter time as may be agreed to by the Bond Trustee) before the proposed Mode Change Date to the Fixed Rate Mode, the Borrower shall give written notice to the Bond Trustee, the Authority, the Tender Agent, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Remarketing Agent (if any), the Purchaser (if any) and each Rating Agency then rating the Series 2024A Bonds proposed to be changed to the New Mode stating that the Mode will be changed to a new Fixed Rate Mode and setting forth the proposed Mode Change Date. Such notice shall be accompanied by an approval in writing of the change to the Fixed Rate Mode by the Credit Facility Provider, if any. Any such change to the Fixed Rate Mode shall be made as follows:

(1) *Conditions Precedent for Change to new Fixed Rate Mode.*

(a) *Mode Change Date:* The Mode Change Date shall be:

(i) in the case of a change from the Commercial Paper Mode, a day which is the last Purchase Date for all Interest Periods for such Series 2024A Bonds bearing interest in the Commercial Paper Mode set by the Remarketing Agent;

(ii) a day on which the Series 2024A Bonds would otherwise be subject to optional redemption at par pursuant to Section 501; and

(iii) subject to Section 212(C) hereof in the case of a change from the Bank Index Mode or from the Bank Fixed Mode.

(iv) in case of a change from the R-FLOATs Rate Mode, shall be a R-FLOATs Reset Date.

(b) *Notice to Holders:* Not less than the 15th day next preceding the Mode Change Date, the Tender Agent shall mail, in the name of the Authority, a notice of such proposed change to the Holders of the Series 2024A Bonds proposed to be changed to the Fixed Rate stating that the Mode will be changed to the Fixed Rate Mode, the proposed Mode Change Date and that such Holder is required to tender such Holder's Series 2024A Bonds proposed to be changed to the Fixed Rate for purchase on such proposed Mode Change Date and the interest on such Series 2024A Bonds shall cease to accrue from and after such Mandatory Purchase Date.

(c) *Favorable Opinion of Bond Counsel:* The change to the Fixed Rate Mode shall not occur unless the Authority and the Bond Trustee have received, on the Mode Change Date, a Favorable Opinion of Bond Counsel dated the Mode Change Date and addressed to the Authority and the Bond Trustee.

(d) *Certificate Designating Maturities, Interest Rates, Etc.; Availability of Funds to Pay Discount:* Prior to the conversion to the Fixed Rate Mode, (i) the certificate of the Remarketing Agent described in Section 502(B) shall be provided to the Bond Trustee, the Authority and the Borrower and (ii) if the Series 2024A Bonds are to be remarketed at a discount from par pursuant to Section 502(B), funds (which shall be Eligible Moneys if such Bonds are being converted from an Eligible Moneys Mode supported by a Liquidity Facility) shall be on deposit in the Purchase Fund and available for the payment of the discount portion of the Purchase Price on the Mode Change Date.

(e) *Firm Underwriting or Purchase Contract:* Prior to the conversion to the Fixed Rate Mode, a firm underwriting or purchase contract from a recognized firm of bond underwriters or recognized institutional investors to underwrite or purchase all Series 2024A Bonds proposed to be changed to the Fixed Rate which are to be converted on such Mode Change Date at a price of 100% of the principal amount thereof (subject to the provisions of Section 502(B) hereof), which contract may be subject to conditions to purchase, shall be provided to the Authority and the Borrower.

(2) *Failure to Satisfy Conditions Precedent to Mode Change.* If the foregoing conditions have not been satisfied by the Mode Change Date, the new Fixed Rate Mode shall not take effect for the Series 2024A Bonds proposed to be converted to a new Fixed Rate Mode and such Series 2024A Bonds shall not be purchased on the proposed Mode Change Date; provided (a) that if the change was from a Term Rate Mode then all of the Series 2024A Bonds in such Mode shall be changed automatically on the Purchase Date to the Weekly Mode bearing interest at the Weekly Rate established in accordance with Section 206(A) hereof and (b) that if the change was from the R-FLOATs Rate Mode, then all such Bonds shall remain in the R-FLOATs Rate Mode and in the R-FLOATs Weekly Period and established in accordance with Section 211. Such a failed conversion shall not constitute an Event of Default hereunder. Notwithstanding the foregoing and subject to Section 210(D) hereof, if the foregoing conditions have not been satisfied by the Mode Change Date and if the change was to be from a Bank Index Mode or a Bank Fixed Mode on a Bank Rate Purchase Date, such Series 2024A Bonds shall not be purchased on the proposed Mode Change Date, such failed conversion shall constitute an Event of Default hereunder subject to all of the remedies set forth in Article VII hereof and shall bear interest at the Default Rate.

(3) *Revocation of Mode Change Notice.* The Borrower may revoke its election pursuant to Section 212(B) to effect a Mode change by giving Written Notice of such revocation to the Authority, the Bond Trustee, the Tender Agent (if any), the Remarketing Agent (if any), the Liquidity Facility Provider (if any), the Credit Facility Provider (if any) and the Purchaser (if any), not less than three Business Days prior to the proposed Mode Change Date with the same effect as a failed conversion as described in Section 212(B)(2) hereof.

(4) *Change from the Fixed Rate Mode to another Mode.* At the option of the Authority upon direction of the Borrower, the Series 2024A Bonds in the Fixed Rate Mode may be changed to another Mode as provided in this Section 212(B)(4); provided, however, that if the Series 2024A Bonds are to be changed to the Bank Fixed Mode or the Bank Index Mode, all of such Bonds shall be converted to the Bank Fixed Mode or the Bank Index Mode. Not less than 45 days (or such shorter time as may be agreed to by the Bond Trustee) before the proposed Mode Change Date, the Borrower shall give written notice to the Bond Trustee, the Authority, the Tender Agent, the Credit Facility Provider (if any), the Remarketing Agent (if any) and each Rating Agency then rating the Series 2024A Bonds proposed to be changed to the New Mode stating that the Mode will be changed from the Fixed Rate Mode specifying the New Mode and setting forth the proposed Mode Change Date. Any such change from the Fixed Rate Mode shall be made as follows:

(a) *Conditions Precedent.*

(i) *Mode Change Date:* The Mode Change Date shall be a day on which the Series 2024A Bonds would otherwise be subject to optional redemption at par pursuant to Section 501(B)(3) hereof.

(ii) *Mode Change Notice:* The written notice from the Borrower shall specify (a) the Series 2024A Bonds or portions thereof (if the Series

2024A Bonds are not being changed to a Bank Fixed Mode or a Bank Index Mode) to which such notice relates and its intention to effect a change in the Mode from the Fixed Rate Mode then in effect to the New Mode specified in such written notice, (b) if the change is to a Term Rate Mode, the length of the initial Interest Period, (c) if the change is to a Bank Index Mode, the length of the Bank Index Rate Period, the Applicable Spread and the Applicable Factor, (d) if the change is to a Bank Fixed Mode, the length of the Bank Fixed Rate Period and the Bank Fixed Rate, and (e) if the change is to the R-FLOATs Rate Mode, the R-FLOATs Period. The Borrower's notice of intent to effect a change in Mode is revocable as described in (x) below.

(iii) *Notice to Holders:* Not less than the 15th day next preceding the Mode Change Date, the Tender Agent shall mail, in the name of the Authority, a notice of such proposed change to the Holders of the Series 2024A Bonds proposed to be changed from the Fixed Rate Mode stating that the Mode will be changed to the New Mode, the proposed Mode Change Date and that if all conditions for such change are satisfied and such notice is not otherwise rescinded by the Borrower pursuant to Section (x) below then such Mode Change Date will be a Mandatory Purchase Date.

(iv) *Determination of Interest Rates:* The New Mode shall commence on the Mode Change Date and the interest rate(s) with respect to the Series 2024A Bonds in the New Mode (together, in the case of a change to the Commercial Paper Mode, with the Interest Period(s) and Purchase Date(s)) shall be determined by the Remarketing Agent in the manner provided in Sections 204, 205, 206, 207, 208, 209 and 211, as applicable, or, in the case of Series 2024A Bonds in the Bank Index Mode or the Bank Fixed Mode, by the Market Agent and the Index Agent, as applicable, as provided in Section 210. In connection with the Mode Change Date, serial bonds and Bond Sinking Fund redemptions may be redesignated as provided in Section 502(B) hereof.

(v) *Market Agent; Remarketing Agent:* If the Series 2024A Bonds are to be converted to the Bank Index Mode or Bank Fixed Mode, the Borrower shall appoint a Market Agent at such times as will allow the determination of the Bank Fixed Rate or Bank Index Rate on the applicable Rate Determination Date to be effective on the Mode Change Date. If the Series 2024A Bonds are being converted to a Mode other than the Bank Fixed Mode or Bank Index Mode, the Borrower shall appoint a Remarketing Agent, pursuant to Section 511 hereof, at such times as are required to remarket such Bonds on the applicable Mode Change Date and as will allow the determination of the interest rate on the applicable Rate Determination Date for the applicable Mode Change Date.

(vi) *Liquidity Facility:* The Borrower shall deliver to the Tender Agent a Liquidity Facility meeting the requirements hereof if the Borrower

elects to provide a Liquidity Facility for the New Mode pursuant to Section 9.4 of the Loan Agreement. Since there is no Liquidity Facility in effect while the Series 2024A Bonds are in the Fixed Rate Mode, the remarketing proceeds available and the funds provided by the Borrower on the Mode Change Date shall be not less than the amount required to purchase all of the Series 2024A Bonds which are converting on such Mode Change Date at the Purchase Price.

(vii) *Rating*: When the Series 2024A Bonds are covered by a Credit Facility that will remain in effect following the Mode Change Date or when the Series 2024A Bonds are not covered by a Credit Facility immediately before or immediately after the Mode Change Date, or when the Series 2024A Bonds are not covered by a Liquidity Facility immediately after the Mode Change Date, the Bond Trustee shall receive from each Rating Agency then rating the Series 2024A Bonds applicable ratings immediately following the Mode Change Date.

(viii) *Favorable Opinion of Bond Counsel*: The change from the Fixed Rate Mode shall not occur unless the Authority, the Bond Trustee, the Tender Agent, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Purchaser (if any) and the Remarketing Agent (if any) have received, on the Mode Change Date, a Favorable Opinion of Bond Counsel dated the Mode Change Date.

(ix) *Failure to Satisfy Conditions Precedent to Mode Change*: If the foregoing conditions have not been satisfied by the Mode Change Date, the New Mode shall not take effect for the Series 2024A Bonds proposed to be converted to a New Mode and such Series 2024A Bonds shall not be purchased on the proposed Mode Change Date. In such event, the Holders shall have the same rights as if no notice of change in Mode had been given. In such event, the Bond Trustee shall promptly give notice thereof to the owners of such Series 2024A Bonds by first class mail, postage prepaid. Such a failed change in Mode shall not constitute an Event of Default hereunder.

(x) *Revocation of Mode Change Notice*: The Borrower may revoke its election pursuant to Section 212(B)(4) to effect a Mode change by giving Written Notice of such revocation to the Authority, the Bond Trustee, the Tender Agent (if any), the Remarketing Agent (if any), the Liquidity Facility Provider (if any), the Credit Facility Provider (if any) and the Purchaser (if any), not less than three Business Days prior to the proposed Mode Change Date with the same effect as a failed conversion as described in Section 212(B)(4)(a)(ix) hereof.

(C) Additional Provisions Regarding Certain Bonds in Bank Rate Periods. Notwithstanding anything to the contrary in this Section 212,

(a) the requirements of Section 212(A)(1) do not apply to a change from a Bank Fixed Mode to a Bank Index Mode or a change from a Bank Index Mode to a Bank Fixed Mode for a Subsequent Bank Rate Period pursuant to Section 210(C) hereof;

(b) when converting Series 2024A Bonds to a Bank Fixed Mode or a Bank Index Mode, all, not a portion, of the Outstanding Series 2024A Bonds shall be so converted;

(c) when converting Series 2024A Bonds from a Bank Fixed Mode or a Bank Index Mode to one or more other Modes pursuant to Section 212(A) and/or Section 212(B), all, not a portion, of the Series 2024A Bonds in a Bank Fixed Mode or a Bank Index Mode, as applicable, shall be so converted; and

(d) when converting the Series 2024A Bonds from a Bank Fixed Mode or a Bank Index Mode, the Mode Change Date shall be a Business Day.

(D) Failure to Meet Conditions on Change from R-FLOATs Rate Mode. In the event that any condition to conversion from an R-FLOATs Rate Mode shall not have been satisfied as provided in Section 212(A) or otherwise under this Bond Indenture, then the Series 2024A Bonds shall bear interest at the R-FLOATs Weekly Rate and such Bonds shall continue to be subject to mandatory tender for purchase on the date which would have been the effective date of the conversion.

(E) Mode Changes Generally. In connection with any Mode change, the Bond Trustee shall identify the Series 2024A Bonds which are the subject thereof. Such identification may be through the designation of such Series 2024A Bonds, through the assignment of separate CUSIP numbers or otherwise as the Remarketing Agent informs the Bond Trustee are appropriate. In addition, upon any change in Mode, new Series 2024A Bonds shall be prepared by the Authority or Bond Counsel and delivered by the Bond Trustee to the holders of the Series 2024A Bonds, in the New Mode which shall identify the Mode then applicable to the Series 2024A Bonds and reflect the terms then applicable to such Series 2024A Bonds, all as provided in Section 215 hereof. Each holder of Series 2024A Bonds by its acceptance thereof shall be deemed to have agreed to surrender its Series 2024A Bonds which are being converted to a New Mode to the Bond Trustee in exchange for a form of Series 2024A Bond reflecting the New Mode. Any Series 2024A Bonds not so delivered shall be deemed to be no longer outstanding hereunder.

Section 213. Defaulted Interest. Defaulted Interest with respect to any Series 2024A Bond shall cease to be payable to the holder of such Series 2024A Bond on the relevant Record Date and shall be payable to the holder in whose name such Series 2024A Bond is registered at the close of business of the Bond Trustee on the Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Borrower shall notify the Bond Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Series 2024A Bond and the date of the proposed payment (which date shall be such as will enable the Bond Trustee to comply with the next sentence hereof), and at the same time the Borrower shall deposit with the Bond Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Bond

Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the holders of the Series 2024A Bonds entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds the Bond Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Bond Trustee of the notice of the proposed payment. The Bond Trustee shall promptly notify the Borrower of such Special Record Date and, in the name and at the expense of the Borrower, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each holder of a Series 2024A Bond at the address of such holder as it appears on the registration books kept by the Bond Trustee not less than 10 days prior to such Special Record Date. Such Defaulted Interest shall be paid to the holders of the Series 2024A Bonds on which such Defaulted Interest is to be paid in whose names such Series 2024A Bonds are registered on such Special Record Date.

Section 214. Execution; Limited Obligation; No Liability of State. The Series 2024A Bonds shall be executed on behalf of the Authority with the manual or facsimile signature of its Chairman or Vice Chairman (or other officer of the Authority so authorized) and shall have impressed or imprinted thereon the official seal of the Authority or a facsimile thereof and shall be attested by the manual or facsimile signature of its Secretary or any Assistant Secretary. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any official whose signature or a facsimile of whose signature shall appear on the Series 2024A Bonds shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Series 2024A Bonds may be signed on behalf of the Authority by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the Authority, although on the date of the Series 2024A Bonds such persons were not so authorized or did not hold such offices.

The Series 2024A Bonds, together with all principal and interest thereon and premium, if any, with respect thereto, are special, limited obligations of the Authority secured by the Loan Agreement and the 2024-2 Master Indenture Obligation and shall always be payable solely from the revenues and income derived from the Loan Agreement and the 2024-2 Master Indenture Obligation (except to the extent paid out of moneys attributable to proceeds of the Series 2024A Bonds, the income from the temporary investment thereof or payments made pursuant to or derived from a mortgage or assignment of leases and rents or credit enhancement device), are and shall always be a valid claim of the owner thereof only against the revenues and income derived from the Loan Agreement and the 2024-2 Master Indenture Obligation, which revenues and income shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Series 2024A Bonds, except as may be otherwise expressly authorized in this Bond Indenture or the Bond Resolution and in the Loan Agreement.

The Series 2024A Bonds and the obligation to pay principal and interest thereon and any premium with respect thereto do not now and shall never constitute an indebtedness or an obligation of the State of Tennessee, or any political subdivision thereof, within the purview of any constitutional or statutory limitation or provision, or a charge against the general credit or taxing powers, if any, of any of them, but shall be secured as aforesaid, and shall be payable solely from the revenues and income derived from the Loan Agreement and the 2024-2 Master Indenture

Obligation. No owner of the Series 2024A Bonds shall have the right to compel the exercise of the taxing power, if any, of the State of Tennessee, or any political subdivision thereof to pay any principal installment of, redemption premium, if any, or interest on the Series 2024A Bonds. The Authority does not have the power to levy taxes for any purposes whatsoever.

Section 215. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Indenture unless and until a certificate of authentication on such Bond substantially in the form set forth in **EXHIBIT A** shall have been duly executed by the Bond Trustee, and such executed certificate of the Bond Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Indenture. The Bond Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if manually signed by an authorized signatory of the Bond Trustee, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Series 2024A Bonds issued hereunder.

Section 216. Form of Bonds and Temporary Bonds. The Series 2024A Bonds issued under this Bond Indenture shall be substantially in the form set forth in **EXHIBIT A** with such appropriate variations, omissions and insertions as are permitted or required by this Bond Indenture or deemed necessary by the Bond Trustee and the Authority; provided, however, that the Series 2024A Bonds may be modified in such manner as is approved by the Authority for the purpose of reflecting the provision of a Credit Facility or a Liquidity Facility in accordance with the terms hereof. Following the conversion of any Series 2024A Bond to a New Mode, the Bond Trustee shall be provided by either the Authority or Bond Counsel with an appropriately revised form of such Series 2024A Bond, if necessary, to reflect the New Mode which may include a reference to the New Mode in the designation of such Series 2024A Bond, the deletion of provisions of the form of the Series 2024A Bond set forth in **EXHIBIT A** hereto which shall be of no further force in the New Mode, the addition of a description of the New Mode, the terms upon which the Series 2024A Bond in the New Mode may or is required to be redeemed or tendered for purchase, any additional security which is provided in the New Mode and such other changes which the Bond Counsel determines are necessary or appropriate in the circumstances.

Bonds may be initially issued in temporary form exchangeable for definitive Bonds of the same series when ready for delivery. The temporary Bonds shall be of such denomination or denominations as may be determined by the Authority and may contain such reference to any of the provisions of this Bond Indenture as may be appropriate. Every temporary Bond shall be executed by the Authority and be authenticated by the Bond Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Authority issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered for cancellation in exchange therefor at the designated corporate trust office of the Bond Trustee, and the Bond Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of the same series and maturity of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Bond Indenture as definitive Bonds authenticated and delivered hereunder.

Section 217. Delivery of Bonds. Upon the execution and delivery of this Bond Indenture, the Authority shall execute and deliver to the Bond Trustee and the Bond Trustee shall authenticate the Series 2024A Bonds to be issued in the aggregate principal amount of \$205,230,000 and deliver

such Bonds to the respective purchasers as may be directed by the Authority, as hereinafter in this Section 216 provided.

Prior to the delivery by the Bond Trustee of any of the Series 2024A Bonds there shall be filed with or delivered to the Bond Trustee and the Authority:

(a) a copy, duly certified by the Chairman, Vice Chairman, Secretary or Assistant Secretary of the Authority or such other officer as the Authority may designate, of the Bond Resolution;

(b) a copy, duly certified by the Secretary or an Assistant Secretary of the Borrower, of the resolutions adopted and approved by the Governing Body of the Borrower, authorizing the execution and delivery of the 2024-2 Master Indenture Obligation, Supplement No. 13, Loan Agreement, Tax and Non-Arbitrage Certificate and Agreement as to Certain Matters of the Borrower, Restated Master Indenture, and Purchase Contract by the Borrower and approving this Bond Indenture and the issuance and sale of the Series 2024A Bonds;

(c) the original executed and authenticated 2024-2 Master Indenture Obligation;

(d) an original executed counterpart of this Bond Indenture, Supplement No. 13, the Loan Agreement, the Tax Certificate and Agreements, the Original Master Indenture, the Restated Master Indenture and the Purchase Contract;

(e) a request and authorization to the Bond Trustee on behalf of the Authority and signed by its Chairman, Vice Chairman, Secretary, Assistant Secretary or Treasurer or such other officer as the Authority may designate to authenticate and deliver the Series 2024A Bonds in an aggregate principal amount of \$205,230,000 to the purchasers therein identified upon payment to the Bond Trustee, but for the account of the Authority, of the net proceeds from the sale of the Series 2024A Bonds. Upon payment of the net proceeds to the Bond Trustee, the Bond Trustee shall deposit the proceeds pursuant to Article 301 hereof;

(f) the Opinion of Bond Counsel addressed to the Bond Trustee, among others, approving the validity of the Series 2024A Bonds and confirming the exclusion from gross income of interest on the Series 2024A Bonds, subject to customary qualifications and assumptions;

(g) an opinion of Counsel to the Borrower, addressed to the Bond Trustee, among others, to the effect that (A) the 2024-2 Master Indenture Obligation and the Loan Agreement are valid and binding obligations of the Borrower, (B) the 2024-2 Master Indenture Obligation constitutes a "Master Indenture Obligation" under the Master Indenture, and (C) the Original Master Indenture and the Restated Master Indenture are valid and binding obligations of the Obligated Group, subject to customary exceptions and assumptions; and

(h) such other closing documents and opinions of counsel as the Bond Trustee or the Authority may reasonably specify.

Section 218. Mutilated, Lost, Stolen or Destroyed Bonds. In the event a temporary or definitive Bond is mutilated, lost, stolen or destroyed, the Authority may execute and the Bond Trustee may authenticate a new Bond of like form, date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bond Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Authority and the Bond Trustee evidence of such loss, theft or destruction satisfactory to the Authority and the Bond Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Authority may pay the same without surrender thereof. The Authority and the Bond Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection.

Section 219. Transfer and Exchange of Bonds; Persons Treated as Owners. The Authority shall cause the Bond Register to be kept by the Bond Trustee at its designated corporate trust office. At reasonable times and under reasonable regulations established by the Bond Trustee, the Bond Register may be inspected and copied by the Authority.

Upon surrender for transfer of any Bond at the designated corporate trust office of the Bond Trustee, the Authority shall execute and the Bond Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity and of authorized denominations for the aggregate principal amount which the registered owner is entitled to receive. Any Bond or Bonds may be exchanged at said office of the Bond Trustee for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Authority of any Bond shall constitute full and due authorization of such Bond, and the Bond Trustee shall thereby be authorized to authenticate, date and deliver such Bond.

On each date on which the Bond Trustee authenticates and delivers a Bond, it shall complete the information required to be inserted by the form of Bond and shall keep a record of such information.

All Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Bond Trustee, duly executed by the registered owner or by such owner's duly authorized attorney. The transferor shall also provide or cause to be provided to the Bond Trustee all information necessary to allow the Bond Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Bond Trustee may conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

No service charge shall be imposed upon the owner for any exchange or transfer of Bonds. The Authority and the Bond Trustee may, however, require payment by the person requesting an exchange or transfer of Bonds of a sum sufficient to cover any tax, fee or other governmental

charge that may be imposed in relation thereto, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

The Authority and the Bond Trustee shall not be required to register the transfer or exchange of any Bond (i) after notice calling such Bond or portion thereof for redemption has been given in accordance with the provisions of this Bond Indenture or (ii) during the 15 day period next preceding the giving of a notice of redemption of the Series 2024A Bonds of the same maturity.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the Authority, evidencing the same debt as the Series 2024A Bonds surrendered, shall be secured by this Bond Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

The Authority and the Bond Trustee may treat the registered owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary. All payments of or on account of the principal of and premium, if any, and interest on any such Bond as herein provided shall be made only to or upon the written order of the registered owner thereof or such owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond surrendered for the purpose of payment or retirement or for exchange or transfer or for replacement pursuant to Section 218 hereof, shall be canceled upon surrender thereof to the Bond Trustee or any Paying Agent. Any such Bonds canceled by any Paying Agent other than the Bond Trustee shall be promptly transmitted by such Paying Agent to the Bond Trustee. Certification of Bonds canceled by the Bond Trustee and Bonds canceled by a Paying Agent other than the Bond Trustee which are transmitted to the Bond Trustee shall be made to the Authority and to the Borrower upon their written request. Canceled Bonds may be disposed of by the Bond Trustee pursuant to its retention policy then in effect unless written instructions to the contrary are received from the Authority or the Borrower.

At such time as the Series 2024A Bonds are in the Bank Index Mode or the Bank Fixed Mode, the transfer of the Series 2024A Bonds is restricted and the Purchaser shall not transfer the Series 2024A Bonds unless either (i) there is delivered to the Borrower, the Authority, the Bond Trustee and the Purchaser a purchaser letter in the form substantially similar to the form attached hereto as **EXHIBIT B** or (ii) the transferee is a "Qualified Institutional Buyer" as such term is defined under Rule 144A of the Securities and Exchange Commission, as promulgated under the Securities Act of 1933, as amended. In addition, if the Borrower is making payments directly to the Purchaser as provided for in Sections 203 and 402 hereof, if any Bonds are sold or transferred, the transferring Bondholder shall notify the Bond Trustee in writing of the name and address of the transferee, the effective date of the transfer, the principal amount of the Series 2024A Bonds transferred and the payment information notated on the Series 2024A Bonds, and the Bond Trustee will, prior to delivery of such Bonds, make a notation on such Bonds of the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof. The Bond Trustee shall have no duty or obligation to confirm that any such transfer

restrictions are complied with and shall be fully protected in relying on the terms of this Section or any purchaser letter delivered to it in accordance herewith if so delivered.

Section 220. Book Entry Only System. It is intended that the Series 2024A Bonds be registered so as to participate in a securities depository system with DTC (the "**DTC System**"), as set forth herein. The Series 2024A Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Series 2024A Bonds. Upon initial issuance, the ownership of such Bond shall be registered on the Bond Register in the name of Cede & Co., or any successor thereto, as nominee for DTC. The Authority and the Bond Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Representation Letter previously delivered by the Authority to DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Authority, the Bond Trustee and the Borrower shall have no responsibility or obligation to any broker dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker dealer, bank or other financial institution being referred to herein as a "**Depository Participant**") or to any person on behalf of whom such a Depository Participant holds an interest in the Series 2024A Bonds (each such person being herein referred to as an "**Indirect Participant**"). Without limiting the immediately preceding sentence, the Authority, the Bond Trustee and the Borrower shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the Series 2024A Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Series 2024A Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2024A Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond certificate with respect to any Bond. Upon delivery by DTC to the Bond Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest by the mailing of checks or drafts to the registered owners of Bonds at the close of business on the Record Date applicable to any Interest Payment Date, the name "Cede & Co." in this Bond Indenture shall refer to such new nominee of DTC.

Section 221. Successor Securities Depository; Transfers Outside Book Entry Only System. In the event that (a) DTC gives notice to the Bond Trustee or the Authority of its intention to discontinue providing its book entry system for the Series 2024A Bonds or (b) it is determined that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or (c) the Borrower or the Authority determines that it is in the best interests of the beneficial owners of the Series 2024A Bonds that they be able to obtain certificated Bonds, the Authority, at the direction of the Borrower, shall request that DTC resign as security depository, unless DTC has given notice of its intent to resign as securities depository for the Series 2024A Bonds, and shall also (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bond

certificates to such successor securities depository or (ii) notify DTC of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC Participants having Bonds credited to their DTC accounts. In such event, the Series 2024A Bonds shall no longer be restricted to being registered on the Bond Register in the name of Cede & Co., as nominee of DTC but may be registered in the name of the successor security depository, or its nominee, or in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. In connection with any proposed transfer outside the book-entry system, the Authority, the Borrower or DTC shall provide or cause to be provided to the Bond Trustee all information necessary to allow the Bond Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Bond Trustee may conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 222. **Payments and Notices to Cede & Co.** Notwithstanding any other provision of this Bond Indenture to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter. The Bond Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Bond Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants, but neither the Bond Trustee nor the Authority shall be liable if the Bond Trustee fails to make such request or if DTC or Cede & Co. fails to honor such request.

ARTICLE III

APPLICATION OF BOND PROCEEDS AND REQUIRED FUND DEPOSITS

Section 301. **Deposit of Funds.** The Underwriter shall purchase the Series 2024A Bonds on the Closing Date for a purchase price of \$216,590,226.07 (the “**Sale Proceeds**”) representing the face amount of the Series 2024A Bonds (\$205,230,000.00) plus net original issue premium (\$12,193,078.85) less an underwriting discount (\$832,852.78). On the Closing Date, the Authority, for and on behalf of the Borrower, shall cause the Sale Proceeds to be deposited with the Bond Trustee, and the Bond Trustee agrees to deposit and apply the Sale Proceeds as follows:

- (a) \$590,226.07 of the Sale Proceeds shall be deposited in the Expense Fund established under Section 302 hereof to be disbursed in accordance with such Section; and
- (b) \$216,000,000.00 of the Sale Proceeds shall be deposited in the Project Fund established under Section 303 hereof to be disbursed in accordance with such Section.

Section 302. **Creation of and Disbursements from the Expense Fund.**

(a) There is hereby created by this Section by the Authority and established with the Bond Trustee a trust fund designated as the “*Expense Fund - Hamilton Health Care System, Inc. - Series 2024A*” (the “**Expense Fund**”). An initial deposit to the Expense

Fund shall be made in accordance with Section 301(a) above. Funds on deposit in the Expense Fund shall be disbursed as set forth in the closing memorandum for the Series 2024A Bonds dated the Closing Date and/or upon receipt of a Written Request of the Borrower for the payment of Issuing Expenses or for the reimbursement to the Borrower for Issuing Expenses for which it has paid directly. At such time as the Bond Trustee is furnished with a Written Request of the Borrower stating that all Issuing Expenses to be paid with proceeds of the Series 2024A Bonds have been paid, and in no event later than six months after the Closing Date, the Bond Trustee shall transfer any funds remaining in the Expense Fund to the Project Fund, unless the Bond Trustee is provided with an Opinion of Bond Counsel to the effect that some other disposition of those amounts will not adversely affect the validity of the Series 2024A Bonds or any exclusion from gross income for federal income tax purposes to which interest on the Series 2024A Bonds would otherwise be entitled, and the Bond Trustee shall close the Expense Fund. The Bond Trustee shall be fully protected in disbursing the amounts set forth in any such Written Request of the Borrower and shall have no duty or obligation to confirm that such requested disbursements are for a permitted purpose.

(b) The Bond Trustee agrees to keep accurate records pertaining to each deposit into, and withdrawal from, the Expense Fund.

Section 303. **Creation of and Disbursements from the Project Fund.**

(a) A trust fund is hereby created pursuant to this Section by the Authority and established with the Bond Trustee designated as the “*Project Fund - Hamilton Health Care System, Inc. - Series 2024A*” (the “**Project Fund**”). An initial deposit to the Project Fund shall be made in accordance with Section 301(b) above. Funds on deposit in the Project Fund shall be invested in accordance with the provisions of Section 406 hereof.

(b) Money in the Project Fund will be used to pay Project Costs or to reimburse the Borrower or a Benefited Affiliate, as applicable, for Project Costs actually paid by it. The Authority authorizes and directs the Bond Trustee to withdraw sufficient funds from the Project Fund to fund each disbursement for which the Bond Trustee has received a completed requisition substantially in the form attached as **EXHIBIT C** hereto; provided, however, any reimbursements to the Borrower and/or a Benefited Affiliate on the Closing Date shall be paid by the Bond Trustee pursuant to the written direction of the Borrower pursuant to its execution of the closing memorandum dated the Closing Date in connection with the issuance of the Series 2024A Bonds. The Bond Trustee shall rely fully on any such requisition delivered pursuant to this Section and shall not be required to make any investigation in connection therewith. Upon the earlier of the receipt by the Bond Trustee of a Completion Certificate or three years after the Closing Date, amounts on deposit in the Project Fund or deposited in the Project Fund on any date thereafter will be transferred to the Interest Fund to the extent of the amount necessary to make any interest payments on the Series 2024A Bonds occurring within one year of such transfer, then to the Bond Sinking Fund to the extent of the amount required to be deposited therein on the next scheduled Maturity Date or mandatory redemption date if one is scheduled within one year of the date of such transfer, and then to the Redemption Fund, unless the Bond Trustee is provided with a written direction from the Borrower to apply such amounts in another

manner and an Opinion of Bond Counsel to the effect that such other disposition of those amounts will not adversely affect the validity of the Series 2024A Bonds or any exclusion from gross income for federal income tax purposes to which interest on the Series 2024A Bonds would otherwise be entitled.

(c) The Bond Trustee agrees to keep accurate records pertaining to each deposit into, and withdrawal from, each of the accounts in the Project Fund. After the Completion Certificate has been received, the Bond Trustee agrees to file an accounting for the Project Fund with the Borrower and, upon the Authority's request, with the Authority.

ARTICLE IV

REVENUES AND FUNDS

Section 401. Source of Payment of Bonds. The Series 2024A Bonds herein authorized and all payments to be made by the Authority thereon and into the various funds established under this Bond Indenture are not general obligations of the Authority but are special, limited obligations payable solely from (i) payments or prepayments upon the 2024-2 Master Indenture Obligation, (ii) payments or prepayments under the Loan Agreement pledged hereunder (other than Unassigned Rights), (iii) certain moneys and investments held by the Bond Trustee hereunder, (iv) in certain circumstances herein provided, proceeds from insurance and condemnation awards or sales consummated under threat of condemnation and (v) the proceeds of draws on the Credit Facility, if any.

Section 402. Revenue Fund.

(a) The Authority shall establish with the Bond Trustee and maintain so long as any of the Series 2024A Bonds are outstanding a separate account to be known as the "*Revenue Fund — Hamilton Health Care System, Inc. — Series 2024A*" (the "**Revenue Fund**"). All payments upon the 2024-2 Master Indenture Obligation and all payments under the Loan Agreement (other than payments made in connection with the Unassigned Rights), as and when received by the Bond Trustee, shall be deposited in the Revenue Fund and shall be held therein until disbursed as herein provided. Pursuant to the assignment and pledge set forth in the granting clauses contained herein, the Authority will direct the Borrower to make payments upon the Loan, and the Borrower to make payments on the 2024-2 Master Indenture Obligation, directly to the Bond Trustee when and as the same become due and payable by the Borrower under the terms of the Loan Agreement.

(b) All payments on the Eligible Bonds in an Eligible Moneys Mode covered by a Credit Facility shall be made first from draws on the Credit Facility which shall be deposited directly in the LOC Interest Account of the Interest Fund, the LOC Principal Account of the Bond Sinking Fund or the LOC Redemption Account of the Redemption Fund, as the case may be. Principal of, premium, if any, and interest on Non-Eligible Bonds may be paid from moneys other than Eligible Moneys. The Bond Trustee is hereby instructed to draw amounts under the Credit Facility, if any, at such times hereinafter set

forth and pursuant to draw requests submitted at such times so as to assure that Eligible Moneys will be available to make when due all payments of principal of and interest on the Eligible Bonds in an Eligible Moneys Mode covered by the Credit Facility. The foregoing notwithstanding, payments on the 2024-2 Master Indenture Obligation to be applied to pay interest on, principal of or the redemption price of Non-Eligible Bonds shall be transferred when received to the Interest Fund, Bond Sinking Fund or Redemption Fund, respectively, provided that no such payments shall be deposited in the LOC Interest Account of the Interest Fund, the LOC Principal Account of the Bond Sinking Fund or the LOC Redemption Account of the Redemption Fund.

(c) Notwithstanding anything in this Bond Indenture to the contrary, the payment of principal, premium, if any, and interest on Bonds in a Bank Rate Period shall be payable by the Borrower to the Purchaser in the manner agreed to in writing by the Borrower and Purchaser and acknowledged by the Bond Trustee, including but not limited to payments made by the Borrower directly to the Purchaser. Unless notified in writing to the contrary by the Purchaser and the Borrower, during a Bank Rate Period and any extension thereof related to the Purchaser's exercise of its Right to Retain in accordance with Section 210(C) hereof, all payments due from or on behalf of the Borrower attributable to regularly scheduled payments of principal of (including the mandatory redemptions specified in Section 502 hereof) and interest on the Series 2024A Bonds shall be paid directly by the Borrower to the Purchaser without any action on the part of the Bond Trustee. During any Bank Rate Period when the Borrower and the Purchaser have agreed that payments on the Series 2024A Bonds shall be made by the Borrower directly to the Purchaser, (i) the Purchaser shall notify the Bond Trustee in writing of any failure of the Borrower to make any payment of principal of or interest on the Series 2024A Bonds when due, and the Bond Trustee shall not be deemed to have any notice of such failure unless it has received such notice in writing, and (ii) if any Series 2024A Bonds are sold or transferred by the Purchaser, the Purchaser shall notify the Bond Trustee and the Borrower in writing of the name and address of the transferee, the effective date of such transfer, the principal amount of the Series 2024A Bonds so transferred and the payment information notated on the Series 2024A Bonds as hereinafter described, and it will, prior to delivery of such Series 2024A Bonds, make a notation on such Bonds of the date to which interest has been paid thereon and the amount of any prepayments made on account of the principal thereof. The Bond Trustee shall have no duty or obligation to confirm that any such transfer restrictions are complied with.

Section 403. Interest Fund. The Authority shall establish with the Bond Trustee and maintain so long as any of the Series 2024A Bonds are outstanding a separate account to be known as the "*Interest Fund — Hamilton Health Care System, Inc. — Series 2024A*" (the "**Interest Fund**"). Except for income thereon which is to be transferred to other funds under this Bond Indenture or to the Rebate Fund, and except as provided in Section 707, moneys on deposit in the Interest Fund may be used only for the purpose of paying the interest on the Series 2024A Bonds as the same becomes due and payable (including accrued interest on any Series 2024A Bonds purchased or redeemed prior to maturity pursuant to this Bond Indenture) or for the reimbursement of a Credit Facility Provider for a draw on its Credit Facility for the payment of interest on the Series 2024A Bonds. When a Credit Facility is in effect for the Series 2024A Bonds, the Bond Trustee shall also establish and maintain a separate and segregated account in the Interest Fund

designated the “*LOC Interest Account - Hamilton Health Care System, Inc. - Series 2024A*” (the “*LOC Interest Account*”).

With respect only to Series 2024A Bonds in an Eligible Moneys Mode covered by a Credit Facility, the Bond Trustee shall take such actions as are necessary to receive funds under the Credit Facility on each Interest Payment Date in an amount equal to the amount of interest due and payable on the Eligible Bonds covered by the Credit Facility on such Interest Payment Date. All proceeds of such interest drawings drawn under the Credit Facility received in connection with the scheduled payment of interest on such Series 2024A Bonds or the acceleration of such Series 2024A Bonds prior to maturity shall be deposited in the LOC Interest Account and shall be held by the Bond Trustee as agent and bailee for the sole benefit and security of the owners of such Eligible Bonds and until applied as herein provided.

On each Interest Payment Date, the Bond Trustee shall deposit in the Interest Fund from the Revenue Fund moneys in an amount which, together with the amounts already on deposit therein and available to make such payment of interest payable on such date, including proceeds of a draw on the Credit Facility deposited in the LOC Interest Account as set forth above, is not less than the interest becoming due on the Series 2024A Bonds on such date.

With respect to Series 2024A Bonds in an Eligible Moneys Mode covered by a Credit Facility, payments of interest on the Eligible Bonds covered by the Credit Facility (other than interest payable on Series 2024A Bonds to be paid out of the Redemption Fund as described in Section 405 hereof) shall be made, to the extent available, from Eligible Moneys on deposit in the LOC Interest Account of the Interest Fund. Interest on Non-Eligible Bonds shall be paid from amounts deposited in the Interest Fund (other than in the LOC Interest Account thereof) which represent payments by the Borrower on the Master Note.

With respect to Series 2024A Bonds in any Mode other than an Eligible Moneys Mode that is covered by a Credit Facility payments of interest on the Series 2024A Bonds (other than interest payable on Series 2024A Bonds to be paid out of the Redemption Fund as described in Section 405 hereof) shall be made, to the extent available, from moneys on deposit in the Interest Fund which represent payments by the Borrower on the Master Note.

On or before the Business Day next preceding each Interest Payment Date for a Series 2024A Bond bearing interest during the Commercial Paper Mode, Indexed Mode, Daily Mode, Weekly Mode, Bank Fixed Mode, Bank Index Mode, Term Rate Mode and R-FLOATs Rate Mode, the Bond Trustee shall notify the Borrower of an amount due pursuant to Section 7.2(a) of the Loan Agreement which amount shall be not less than the amount of interest coming due on such Series 2024A Bond on such Interest Payment Date. At the time of such notice, if the interest rate for all Interest Periods in the Interest Payment Period ending on such Interest Payment Date has not yet been determined, the Bond Trustee shall use an assumed interest rate of the Maximum Rate for Series 2024A Bonds bearing interest in such a Mode for the number of days during such period that such interest rate is not yet available.

Subject to the provisions of the last paragraph of Section 402 hereof, if sufficient funds to make the transfers described in this Section are not available in the Interest Fund on the Interest

Payment Date, as hereinabove provided, the Bond Trustee will give Immediate Notice thereof to the Borrower and the Purchaser (if any), promptly confirmed in writing.

In connection with any partial redemption or defeasance prior to maturity of the Series 2024A Bonds, the Bond Trustee may, at the written request of the Borrower, use any amounts on deposit in the Interest Fund in excess of the amount needed to pay the interest on the Series 2024A Bonds remaining outstanding on the first Interest Payment Date occurring on or after the date of such redemption or defeasance to pay or provide for the payment of the principal of and interest on the Series 2024A Bonds to be redeemed or defeased.

Section 404. Bond Sinking Fund. Subject to the provisions of the last paragraph of Section 402 hereof, the Authority shall establish with the Bond Trustee and maintain so long as any of the Series 2024A Bonds are outstanding a separate account to be known as the “*Bond Sinking Fund - Hamilton Health Care System, Inc. - Series 2024A*” (herein called the “*Bond Sinking Fund*”). Except for income thereon which is to be transferred to other funds under this Bond Indenture in accordance with Section 408 or to the Rebate Fund, and except as provided in Section 707, moneys on deposit in the Bond Sinking Fund may be used only for the purpose of paying the principal of the Series 2024A Bonds as the same becomes due and payable or for the reimbursement of a Credit Facility Provider for a draw on its Credit Facility for the payment of principal of the Series 2024A Bonds. When a Credit Facility is in effect for the Series 2024A Bonds, the Bond Trustee shall also establish a separate account within the Bond Sinking Fund to be known as the “*LOC Principal Account - Hamilton Health Care System, Inc., Inc. - Series 2024A*” (the “*LOC Principal Account*”).

With respect only to Series 2024A Bonds in any Eligible Moneys Mode covered by a Credit Facility, the Bond Trustee shall take such actions as are necessary to receive funds under the Credit Facility on each August 15 in an amount equal to the amount of principal due and payable on such dates on the Eligible Bonds covered by the Credit Facility. All proceeds of drafts drawn under the Credit Facility to pay the principal of such Series 2024A Bonds shall be deposited in the LOC Principal Account and shall be held by the Bond Trustee as agent and bailee for the sole benefit and security of the owners of such Eligible Bonds until applied as provided herein.

On each August 15 specified in the immediately preceding paragraph, after making the deposit required by Section 403 hereof, the Bond Trustee shall deposit in the Bond Sinking Fund from the Revenue Fund moneys in an amount which, together with any moneys already on deposit in the Bond Sinking Fund and available to make such payment of principal payable on such date, including proceeds of a draw on the Credit Facility deposited in the LOC Principal Account as set forth above, is not less than the principal becoming due on the Series 2024A Bonds on such dates.

Subject to the provisions of the last paragraph of Section 402 hereof, if sufficient funds to make the transfers described in this Section are not available in the Bond Sinking Fund on any date that principal is due and payable on the Series 2024A Bonds, as hereinabove provided, the Bond Trustee will give Immediate Notice thereof to the Borrower and the Purchaser (if any), promptly confirmed in writing.

With respect to Series 2024A Bonds in any Eligible Moneys Mode covered by a Credit Facility, payments of principal on the Eligible Bonds that are covered by the Credit Facility shall

be made, to the extent available, from Eligible Moneys on deposit in the LOC Principal Account. The principal of Non-Eligible Bonds shall be paid from amounts deposited in the Bond Sinking Fund (other than in the LOC Principal Account) which represent payments by the Borrower on the Master Note.

With respect to Series 2024A Bonds in any Mode other than an Eligible Moneys Mode covered by a Credit Facility, moneys on deposit in the Bond Sinking Fund, other than income earned thereon which is to be transferred to other funds created hereunder or to the Rebate Fund and except as otherwise provided by Section 707 hereof, shall be applied by the Bond Trustee to pay principal on the Series 2024A Bonds in such Modes as it becomes due and to redeem the Series 2024A Bonds in such Modes in accordance with the mandatory Bond Sinking Fund redemption schedule provided for in Section 502 hereof.

In connection with any partial redemption or defeasance prior to maturity of the Series 2024A Bonds, the Bond Trustee may, at the written request of the Borrower, use any amounts on deposit in the Bond Sinking Fund in excess of the amount needed to pay principal on the Series 2024A Bonds remaining outstanding on the first principal or mandatory sinking fund payment date occurring on or after the date of such redemption or defeasance to pay or provide for the payment the principal of and interest on the Series 2024A Bonds to be redeemed or defeased.

Section 405. Optional Redemption Fund. The Authority shall establish with the Bond Trustee and maintain so long as any of the Series 2024A Bonds are outstanding a separate account to be known as the “*Optional Redemption Fund — Hamilton Health Care System, Inc. — Series 2024A*” (the “*Optional Redemption Fund*”). When a Credit Facility is in effect for the Series 2024A Bonds, the Bond Trustee shall also establish a separate account within the Redemption Fund to be known as the “*LOC Redemption Account — Hamilton Health Care System, Inc. - Series 2024A*” (the “*LOC Redemption Account*”). In the event of (i) prepayment by or on behalf of the Borrower or any other Member of amounts payable under the Loan Agreement or on the Master Note, including prepayment with condemnation or insurance proceeds or proceeds of a sale consummated under threat of condemnation, or (ii) deposit with the Bond Trustee by the Borrower, any other Member or the Authority of moneys from any other source for redeeming Series 2024A Bonds or the purchase of Series 2024A Bonds for cancellation, except as otherwise provided in this Bond Indenture, such moneys shall be deposited in the Redemption Fund. Moneys on deposit in the Redemption Fund shall be used first, to make up any deficiencies existing in the Interest Fund and the Bond Sinking Fund (in the order listed) and second, for the redemption or purchase of Series 2024A Bonds in accordance with the provisions of Article V hereof; provided, however, that with respect to Series 2024A Bonds in any Eligible Moneys Mode that are covered by a Credit Facility, the Bond Trustee shall redeem the Series 2024A Bonds to be redeemed in accordance with the following paragraph and any funds remaining on deposit in the Redemption Fund (exclusive of the LOC Redemption Account) on any date on which Series 2024A Bonds are optionally redeemed, after payment in full of the redemption price of all Series 2024A Bonds redeemed on such date from amounts on deposit in the LOC Redemption Account of the Redemption Fund, shall be transferred by the Bond Trustee to the Credit Facility Provider, but not in excess of the amount necessary to reimburse the Credit Facility Provider for the draw made on the Credit Facility on such date to pay such redemption price.

The Bond Trustee shall with respect only to Series 2024A Bonds in any Eligible Moneys Mode that are covered by a Credit Facility that are to be optionally redeemed in accordance with Section 501 hereof take such actions as are necessary to receive funds under the Credit Facility on each such day (i) an amount which is equal to the principal amount of the Eligible Bonds that are covered by the Credit Facility to be so redeemed and (ii) an amount equal to the amount of interest due and owing on the Eligible Bonds that are covered by the Credit Facility to be so redeemed to the Redemption Date. All proceeds of drawings under the Credit Facility to make timely redemption or maturity payments (including payments of interest accruing on such Series 2024A Bonds to the redemption date) shall be deposited in the LOC Redemption Account and shall be held by the Bond Trustee as agent and bailee for the sole benefit and security of the owners of such Eligible Bonds until applied as provided herein. With respect to Series 2024A Bonds in any Eligible Moneys Mode covered by a Credit Facility, payments of the redemption price of Eligible Bonds that are covered by the Credit Facility to be redeemed pursuant to Section 501 hereof (including interest accrued on such Series 2024A Bonds to the redemption date) shall be made, to the extent available, from Eligible Moneys on deposit in the LOC Redemption Account. The redemption price of Series 2024A Bonds in any Mode other than an Eligible Moneys Mode covered by a Credit Facility and Non-Eligible Bonds (including interest accrued on such Series 2024A Bonds to the Redemption Date) shall be paid from amounts deposited in the Redemption Fund (other than the LOC Redemption Account) which represent prepayments by the Borrower on the Master Note.

Section 406. Investment of Funds. (a) Upon a Written Request of the Borrower filed with the Bond Trustee, moneys in the Project Fund, Revenue Fund, the Interest Fund, the Bond Sinking Fund, and the Redemption Fund shall remain invested, to the extent possible, at all times until the moneys therein are required to be used and shall be invested in Qualified Investments maturing not later than the date needed under the terms of this Bond Indenture; provided, however, that moneys in the Redemption Fund, LOC Interest Account and LOC Principal Account may only be invested in U.S. Government Obligations maturing within the lesser of 30 days or the period of time as such moneys shall be needed. The Bond Trustee may conclusively rely upon a Written Request of the Borrower as to both the suitability and legality of the directed investments, and such Written Request shall be deemed to be a certification that such directed investments constitute Qualified Investments. If the Borrower fails to file such a Written Request with the Bond Trustee, the Bond Trustee shall hold the amounts in the accounts hereunder uninvested in cash, with no liability for interest and shall not be liable or responsible for keeping the moneys held by it hereunder fully invested in Qualified Investments. The Bond Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. Such investments shall be made so as to mature on or prior to the date or dates that moneys therefrom are anticipated to be required. The Bond Trustee may trade with itself in the purchase and sale of Qualified Investments and may invest moneys in its own certificates of deposit (subject to the requirements of the Tax Certificate and Agreements pertaining to investments of proceeds of the Series 2024A Bonds in certificates of deposit) or time deposits. The Bond Trustee shall not be liable or responsible for any loss, fee, tax or other charge resulting from any such investments or reinvestments made in accordance with any Written Request provided to it by the Borrower.

The Bond Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with the moneys representing income or principal payments due on, or sales proceed due

in respect of, Qualified Investments in such funds and accounts, or to credit to Qualified Investments intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions. By its execution of the Loan Agreement, the Borrower acknowledges that the legal obligation to pay the purchase price of Qualified Investments arises immediately at the time of the purchase. Notwithstanding anything else in this Bond Indenture, (i) any such crediting of funds or assets shall be provisional in nature, and the Bond Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Bond Indenture shall constitute a waiver of any of the Bond Trustee's rights as a securities intermediary under Uniform Commercial Code §9-206.

(b) Moneys in the Purchase Fund shall be held and invested as set forth in Section 510(A) hereof.

(c) All income in excess of the requirements of the Funds specified in subsections (a) and (b) of this Section derived from the investment of moneys on deposit in any such funds shall be deposited in the following funds, in the order listed:

(i) the Interest Fund to the extent of the amount which the Bond Trustee estimates will be required to be deposited therein within 13 months of the date of deposit to pay interest on the Series 2024A Bonds;

(ii) the Bond Sinking Fund to the extent of the amount required to be deposited therein on the next scheduled Maturity or mandatory redemption date(s) if one or more is scheduled within 13 months of the date of deposit; and

(iii) the balance, if any, in the Redemption Fund.

(d) Although the Authority and the Borrower each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Authority and the Borrower hereby agree that confirmations of Qualified Investments are not required to be issued by the Bond Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 407. Trust Funds. All moneys received by the Bond Trustee under the provisions of this Bond Indenture shall, except as provided in Section 408 hereof, be trust funds under the terms hereof for the benefit of all Series 2024A Bonds outstanding hereunder (except as provided in Section 510 hereof and as otherwise provided herein) and shall not be subject to lien or attachment of any creditor of the Authority, the Borrower, any Benefited Affiliate or any other Member. Such moneys shall be held in trust and applied in accordance with the provisions of this Bond Indenture.

Section 408. Rebate Fund.

The Authority shall establish with the Bond Trustee and maintain so long as any of the Series 2024A Bonds are outstanding a separate account to be known as the "*Rebate Fund — Hamilton Health Care System, Inc. — Series 2024A*" (the "*Rebate Fund*"). The foregoing

provisions of this Article IV notwithstanding, (a) the Rebate Fund shall not be considered a part of the "trust estate" created by this Bond Indenture and (b) the Bond Trustee shall be permitted to transfer moneys on deposit in any of the trust funds established under this Article IV to the Rebate Fund in accordance with the provisions hereof and in the Tax Certificate and Agreements. The Trustee has no duty or obligation to confirm that any such requested disbursements comply with the requirements of the Tax Certificate and Agreements. Amounts in the Rebate Fund may be invested at the written direction of the Borrower without regard to yield.

Section 409. Application of Moneys to Pay Bonds. The foregoing provisions of this Article IV notwithstanding (other than the provisions of the last paragraph of Section 402 hereof), the Bond Trustee will pay when due the principal of and interest on the Series 2024A Bonds from the following sources, in the order listed:

(i) with respect only to Eligible Bonds in any Eligible Moneys Mode covered by a Credit Facility, Eligible Moneys drawn under the Credit Facility if the Credit Facility is a direct draw letter of credit;

(ii) with respect only to Eligible Bonds in any Eligible Moneys Mode covered by a Credit Facility, any other Eligible Moneys; and

(iii) with respect to all Series 2024A Bonds, other moneys paid to the Bond Trustee by the Borrower, any Benefited Affiliate or any other Member of the Obligated Group.

The Bond Trustee shall maintain a record of the total amount from time to time on deposit in all accounts of each of the funds which constitute deposits therein from moneys of the Borrower, any Benefited Affiliate or any other Member of the Obligated Group and the date of each such deposit; any such amount being hereinafter sometimes referred to as the "Obligated Group Deposit" in the respective funds. Non-Eligible Bonds shall be paid first from Obligated Group Deposits and shall not be paid from a Credit Facility.

In no event shall any moneys other than Eligible Moneys be used with respect to Series 2024A Bonds in any Eligible Moneys Mode covered by a Credit Facility to pay the principal of or interest on the Series 2024A Bonds if Eligible Moneys are available for such payment or can be drawn under the Credit Facility and applied to make such payment. If any Credit Facility or Substitute Credit Facility provided pursuant to Section 9.5 of the Loan Agreement is not a direct draw letter of credit, this Bond Indenture shall be amended, pursuant to the provisions of Section 901(i) hereof, so as to assure that such Eligible Moneys will be available if timely payments are made in accordance with the Master Note.

Section 410. Draws Under the Credit Facility; Demand for Payment from the Borrower. With regard to Series 2024A Bonds in any Eligible Moneys Mode covered by a Credit Facility, the Bond Trustee hereby agrees to take such actions as are necessary to draw moneys under the Credit Facility in accordance with the terms thereof and the amounts available thereunder to make timely payments of: (a) principal on such Series 2024A Bonds by depositing in the LOC Principal Account in the Bond Sinking Fund the moneys required by Section 404 hereof; (b) interest on such Series 2024A Bonds by depositing in the LOC Interest Account in the Interest Fund the moneys

required by Section 403 hereof; and (c) the Redemption Price (whether regularly scheduled, by acceleration or otherwise) of such Series 2024A Bonds (including interest accruing on such Series 2024A Bonds to the date fixed for redemption) to be redeemed other than at maturity, by depositing in the LOC Redemption Account in the Redemption Fund the moneys required by Section 405 hereof. Notwithstanding any provision to the contrary, the Bond Trustee shall not draw any moneys under the Credit Facility to make timely payments on any Series 2024A Bonds that are Non-Eligible Bonds.

Except for redemptions pursuant to Section 502 hereof, the Bond Trustee hereby agrees that it will not under any circumstance request that the Credit Facility Provider, if any, reduce the amount of the Credit Facility except after having received the prior written approval of the Borrower and the Authority to any such request for reduction.

If on any Interest Payment Date, Maturity Date, Redemption Date or any other date that principal and interest are due and payable on the Series 2024A Bonds (other than tenders) there are insufficient funds available in the Interest Fund, the Bond Sinking Fund or the Redemption Fund to make such payments following a default, repudiation or wrongful dishonor by the Credit Facility Provider, the Bond Trustee shall provide Immediate Notice to the Borrower of the amount of any such insufficiency and demand payment thereof by the Borrower in accordance with Section 7.2(c) of the Loan Agreement.

ARTICLE V

REDEMPTION OF BONDS

Section 501. Redemption Dates and Prices.

(A) Extraordinary Optional Redemption and Optional Redemption.

(1) *Extraordinary Optional Redemption.* The Series 2024A Bonds are callable for redemption prior to maturity at a price equal to 100% of the principal amount of the Series 2024A Bonds being redeemed plus the full amount of the unpaid interest which has accrued on the Series 2024A Bonds and will accrue to the date the Series 2024A Bonds are redeemed in whole or in part on any Business Day in the event of damage to or destruction of the Bond Financed Property or any part thereof of any Member of the Obligated Group or any Designated Affiliate (as defined in the Master Indenture) or condemnation or sale consummated under threat of condemnation of the Bond Financed Property or any part thereof of any Member of the Obligated Group or any Designated Affiliate, if the Borrower shall exercise its option to prepay the Master Indenture Obligation in an amount sufficient to redeem all or a portion of the Series 2024A Bonds then outstanding.

(2) *Optional Redemption.* The Series 2024A Bonds are callable for redemption prior to maturity in the event the Borrower shall exercise its option to prepay amounts under the Loan Agreement or on the Master Note in an amount sufficient to redeem all or a portion of the Series 2024A Bonds then outstanding.

If called for extraordinary optional redemption under Section 501(A)(1) above, such Series 2024A Bonds shall be subject to redemption by the Authority at the written direction of the

Borrower at any time, in whole or in part (in any Authorized Denomination), and if in part by maturities or portions thereof designated by the Borrower or, if not so designated, in inverse order of maturity (less than all of a maturity to be selected randomly by lot using such method as may be designated by the Bond Trustee) at a price equal to the principal amount being redeemed, plus accrued interest to the Redemption Date, with such premium as is provided under Subsection (B) below. If the Series 2024A Bonds called for extraordinary optional redemption under Section 501(A)(1) above are in an Eligible Moneys Mode covered by a Credit Facility, the Bond Trustee shall (a) notify the Credit Facility Provider (if any) by Immediate Notice of such redemption simultaneously with the notice given by the Bond Trustee to the Bondholders, (b) take such actions as are necessary to receive under the Credit Facility (if any) on each day such Series 2024A Bonds are to be optionally redeemed sufficient moneys to redeem the Eligible Bonds that are covered by the Credit Facility so called for redemption on such Redemption Date, including principal and interest, which moneys shall be deposited in the LOC Redemption Account, (c) to the extent such amounts have not been deposited directly with the Credit Facility Provider (if any), transfer to the Credit Facility Provider from the Redemption Fund (other than the LOC Redemption Account maintained therein) on the Redemption Date the net proceeds of insurance, condemnation or sale in an amount equal to the principal amount of such Eligible Bonds to be redeemed as repayment to the Credit Facility Provider of amounts drawn by the Bond Trustee under the Credit Facility for said redemption, (d) transfer to Bondholders an amount equal to the redemption price of any Non-Eligible Bonds to be redeemed on such date and (e) receive written confirmation from the Credit Facility Provider (if any) of the receipt by it of such transfer.

If called for optional redemption under Section 501(A)(2) above, such Series 2024A Bonds shall be subject to redemption by the Authority at the written direction of the Borrower at such times as are specified in Section 501(B) below, in whole or in part (in any Authorized Denomination), and if in part by maturities and portions of the Series 2024A Bonds designated by the Borrower or, if not so designated, in inverse order of maturity (less than all of a single maturity to be selected randomly by lot using such method as may be designated by the Bond Trustee), at a price equal to the principal amount thereof plus accrued interest to the Redemption Date and without premium, unless specified in Section 501(B) below. Before calling Series 2024A Bonds in any Eligible Moneys Mode covered by a Credit Facility for optional redemption under Section 501(A)(2) above, (a) the Bond Trustee shall obtain the consent of the Credit Facility Provider (if any) if the Series 2024A Bonds are to be so redeemed with moneys drawn under the Credit Facility (if any), or (b) moneys shall be deposited with the Bond Trustee to immediately reimburse the Credit Facility Provider (if any) for a draw on the Credit Facility, or (c) Eligible Moneys shall be on deposit in the Redemption Fund if the Eligible Bonds that are covered by a Credit Facility are not to be redeemed with moneys drawn under the Credit Facility (if any). If the Credit Facility Provider gives its consent and Series 2024A Bonds are to be so redeemed with moneys drawn under the Credit Facility (if any), the Bond Trustee shall take such actions as are necessary to (i) draw on each day Bonds are to be optionally redeemed, sufficient amounts under the Credit Facility to pay principal of and interest on such Eligible Bonds to be so redeemed, which moneys shall be deposited in the LOC Redemption Account and (ii) to the extent such amounts have not been deposited directly with the Credit Facility Provider (if any), transfer to the Credit Facility Provider on the Redemption Date amounts on deposit in the Redemption Fund (other than the LOC Redemption Account maintained therein), but not in excess of the amount equal to the principal amount of Eligible Bonds that are covered by the Credit Facility to be so redeemed together with the interest accrued on such Bonds to be redeemed to the Redemption Date, as repayment to the

Credit Facility Provider of amounts drawn by the Bond Trustee under the Credit Facility for such redemption.

Notwithstanding the foregoing, Liquidity Facility Bonds (except for any Series 2024A Bonds owned or held on behalf of the Borrower or any Affiliate of the Borrower as Liquidity Facility Provider) shall be redeemed (including without limitation any redemption pursuant to Section 502 hereof) prior to any other Series 2024A Bonds.

(B) Terms of Redemption.

(1) *Optional Redemption of Bonds in the Commercial Paper Mode.* Series 2024A Bonds in the Commercial Paper Mode are not subject to optional redemption prior to their respective Purchase Dates. Series 2024A Bonds in the Commercial Paper Mode that are covered by a Credit Facility are subject to redemption prior to the Maturity Date, by the Authority at the written direction of the Borrower, in whole or in part on their respective Purchase Dates (and in any Authorized Denomination) at a Redemption Price equal to the principal amount of such Series 2024A Bonds called for redemption, without premium, together with accrued interest, if any, to the redemption date from Eligible Moneys.

(2) *Optional Redemption of Bonds in the Daily Mode, the Weekly Mode or the Indexed Mode.* Subject to Section 501(A) hereof, Series 2024A Bonds in the Daily Mode, the Weekly Mode or the Indexed Mode are subject to redemption prior to their Maturity Date, by the Authority at the written direction of the Borrower, in whole or in part at any time (and in any Authorized Denomination) at a Redemption Price equal to 100% of the principal amount of Series 2024A Bonds called for redemption, without premium, together with accrued interest, if any, from the end of the preceding Interest Payment Date to the redemption date. If such Series 2024A Bonds are Eligible Bonds in the Daily Mode or the Weekly Mode and are covered by a Credit Facility, the Redemption Price shall be paid from Eligible Moneys.

(3) *Optional Redemption of Bonds in the Term Rate Mode or the Fixed Rate Mode.*

(a) *Initial Fixed Rate Mode.* During the Initial Fixed Rate Mode, the Series 2024A Bonds are subject to redemption prior to the Maturity Date by the Authority at the written direction of the Borrower, in whole or in part at any time on or after August 15, 2034 (and if in part, in such order of maturity as the Borrower shall specify and within maturity by lot using such other method the Bond Trustee determines to be fair and reasonable and in Authorized Denominations), at the Redemption Price equal to 100% of the principal amount of Bonds called for redemption plus accrued interest, if any, to the redemption date.

(b) Series 2024A Bonds in a Term Rate Mode are subject to redemption prior to the Maturity Date by the Authority at the written direction of the Borrower, in whole or in part on the Call Date (and in any Authorized Denomination) at a Redemption Price equal to the principal amount of Series 2024A Bonds called for

redemption, without premium, together with accrued interest, if any, to the redemption date.

(c) In addition to the redemption provisions described in (a), (b) and (c) above, the Series 2024A Bonds in a Term Rate Mode or a Fixed Rate Mode are subject to redemption by the Authority at the written direction of the Borrower (i) in whole on any date or in part on any Interest Payment Date (and if in part, in such order of maturity as the Borrower shall specify and within maturity by lot using such other method the Bond Trustee determines to be fair and reasonable and in Authorized Denominations) when such Series 2024A Bonds are in a Term Rate Mode and (ii) in whole or in part at any time (and if in part, in such order of maturity as the Borrower shall specify and within maturity by lot using such other method the Bond Trustee determines to be fair and reasonable and in Authorized Denominations) when such Series 2024A Bonds are in the Fixed Rate Mode, at the Redemption Prices set forth below, together with accrued interest, if any, to the Redemption Date:

<u>Length of Interest Period</u>	<u>Commencement of Redemption Period</u>	<u>Redemption Price</u>
Greater than or equal to 15 years	Tenth anniversary of the commencement of Interest Period	100% or such alternate redemption price up to a maximum of 101% (" Alternate Redemption Price "), provided that a Favorable Opinion of Bond Counsel is delivered with respect to the establishment of such Alternate Redemption Price
Less than 15 years and greater than or equal to 10 years	Seventh anniversary of the commencement of Interest Period	100% or such alternate redemption price up to a maximum of 101% (" Alternate Redemption Price "), provided that a Favorable Opinion of Bond Counsel is delivered with respect to the establishment of such Alternate Redemption Price
Less than 10 years and greater than or equal to 1 years	Third anniversary of the commencement of Interest Period	100% or such alternate redemption price up to a maximum of 101% (" Alternate Redemption Price "), provided that a Favorable Opinion of Bond Counsel is delivered with respect to the establishment of such Alternate Redemption Price
Less than 1 years	Series 2024A Bonds not subject to optional redemption pursuant to this subparagraph (b)	Not Applicable

(d) The Authority, with the written consent of the Borrower, in connection with a conversion to a Term Rate Mode or Fixed Rate Mode, may waive or otherwise alter its rights to direct the redemption of the Series 2024A Bonds at any time without premium; provided that notice describing the waiver or alteration shall be submitted to the Paying Agent (if any), the Bond Trustee and the Remarketing Agent (if any), together with a Favorable Opinion of Bond Counsel, addressed to them.

(e) Series 2024A Bonds in a Term Rate Mode or a Fixed Rate Mode are also subject to redemption prior to their maturity, as a whole or in part, at the direction of the Borrower on the earliest practicable date in the event that (i) the Governing Body of the Borrower determines in good faith that continued operation of the Bond Financed Property (or portions thereof) is not financially feasible or is otherwise disadvantageous to the Borrower or a Benefited Affiliate; (ii) as a result thereof, the Borrower or a Benefited Affiliate sells, leases or otherwise disposes of all or a portion of the Bond Financed Property to a person or entity unrelated to the Borrower or a Benefited Affiliate; and (iii) there is delivered to the Authority and the Bond Trustee a written statement of Bond Counsel to the effect that, unless the Series 2024A Bonds in a Term Rate Mode or a Fixed Rate Mode are redeemed or retired in the amount specified either prior to or concurrently with such sale, lease or other disposition, or on a subsequent date prior to the first date on which the Series 2024A Bonds in a Term Rate Mode or a Fixed Rate Mode are subject to redemption, at the option of the Authority at the direction of the Borrower, such Bond Counsel will be unable, absent payment by the Borrower or the Authority to the Internal Revenue Service, to render an unqualified opinion that such sale, lease or other disposition of all or a portion of the Bond Financed Property will not adversely affect the validity of any Series 2024A Bonds or any exemption from federal income taxation to which the interest on such Series 2024A Bonds would otherwise be entitled. Any such redemption shall be at a redemption price equal to 100% of the principal amount thereof (plus accrued interest to the redemption date).

(4) *Optional Redemption of Bonds in the R-FLOATs Rate Mode.* Series 2024A Bonds in the R-FLOATs Rate Mode are subject to redemption prior to their Maturity Date, by the Authority at the direction of the Borrower, in whole or in part (and in any Authorized Denomination) at a redemption price equal to 100% of the principal amount called for redemption, without premium, together with accrued interest, if any, from the end of the preceding Interest Payment Date to the redemption date on the following dates:

(a) Bonds in an R-FLOATs Weekly Period or an R-FLOATs Monthly Period are subject to optional redemption on the first Business Day of each month.

(b) Bonds in an R-FLOATs Term Period are subject to optional redemption on the day following the end of such R-FLOATs Term Period (which must be a Business Day).

(c) During any R-FLOATs Special Non-Remarketing Period, all Bonds in the R-FLOATs Rate Mode are subject to optional redemption on any Business Day.

(5) *Mandatory Bond Sinking Fund Redemption.* Series 2024A Bonds are redeemable pursuant to the Bond Sinking Fund in the manner provided in Section 502 hereof.

(6) *Optional Redemption of Bonds in the Bank Index Mode.* Series 2024A Bonds in the Bank Index Mode are subject to redemption prior to their Maturity Date, by the Authority at the written direction of the Borrower and upon 30 days' advance written notice by the Borrower to the Purchaser, in whole or in part on any Business Day (and in any Authorized Denomination) at a Redemption Price equal to 100% of the principal amount of Series 2024A Bonds called for redemption, plus any premium or breakage fees specified in the Continuing Covenant Agreement, together with accrued interest, if any, from the end of the preceding Interest Payment Period to the redemption date.

(7) *Optional Redemption of Bonds in the Bank Fixed Mode.* Series 2024A Bonds in the Bank Fixed Mode are subject to redemption prior to their Maturity Date, by the Authority at the written direction of the Borrower, in whole or in part on any Business Day (and in any Authorized Denomination) at a Redemption Price equal to 100% of the principal amount of Series 2024A Bonds called for redemption, plus any premium or breakage fees specified in the Continuing Covenant Agreement, together with accrued interest, if any, from the end of the preceding Interest Payment Period to the redemption date.

(8) *Minimum Redemption Amount.* No redemption (other than a redemption under Section 501(B)(5) hereof) of less than all of the Series 2024A Bonds at the time outstanding shall be made pursuant to the provisions of Section 501 unless (a) the aggregate principal amount of such Series 2024A Bonds to be redeemed is equal to or greater than \$100,000 and (b) the Series 2024A Bonds are redeemed in Authorized Denominations.

(C) *Notice to Bond Trustee.* Series 2024A Bonds may be called for redemption by the Bond Trustee pursuant to this Section 501 upon receipt by the Bond Trustee of a Written Request of the Borrower requesting such redemption, with respect to Series 2024A Bonds in a Mode other than the Fixed Rate Mode, at least 20 days prior to the Redemption Date and, with respect to the Series 2024A Bonds to be redeemed in the Fixed Rate Mode, at least 45 days prior to the Redemption Date. Such Written Request shall specify the principal amount of the Series 2024A Bonds to be called for redemption, the applicable Redemption Price or Prices and the provision or provisions above specified pursuant to which such Series 2024A Bonds are to be called for redemption. The Bond Trustee may waive any such notice.

(D) *Purchase in Lieu of Redemption.* In lieu of redeeming Series 2024A Bonds pursuant to this Section 501, the Bond Trustee may, at the Written Request of the Borrower, use such funds otherwise available hereunder for redemption of Series 2024A Bonds to purchase Series 2024A Bonds identified by the Borrower in the open market for cancellation at a price specified by the Borrower not exceeding the Redemption Price then applicable hereunder. In the

case of any optional redemption or any purchase and cancellation of term Series 2024A Bonds, the Bond Trustee shall apply as a credit against the required Bond Sinking Fund deposits with respect to such term bonds the amount of such term bonds in such order as the Borrower elects in writing prior to such optional redemption or purchase and cancellation or, if no election is made, in the inverse order thereof. The Bond Trustee shall cancel all such Series 2024A Bonds purchased pursuant to this Section 501(D). To the extent Eligible Moneys are required to be used for a redemption under the terms of this Bond Indenture, then such moneys used by the Borrower to purchase Series 2024A Bonds in lieu of redemption shall also be required to be Eligible Moneys. In addition, the amount of Series 2024A Bonds to be redeemed on any date pursuant to the mandatory Bond Sinking Fund redemption schedule shall be reduced by the principal amount of Series 2024A Bonds of the maturity required to be redeemed which are acquired by the Borrower or any other Member and delivered to the Bond Trustee for cancellation pursuant to this Section 501(D).

(E) Optional Purchase of the Series 2024A Bonds. The Authority and, by their acceptance of the Series 2024A Bonds, the Bondholders, irrevocably grant to the Borrower and any assigns of the Borrower with respect to this right, the option to purchase, at any time and from time to time, any Series 2024A Bond which is redeemable pursuant to Section 501(A)(2), on the date on which the Series 2024A Bonds would otherwise be redeemed, at a purchase price equal to the Redemption Price therefor. To exercise such option, the Borrower shall give the Bond Trustee a Written Request exercising such option within the time period specified in Section 501(C) hereof as though such Written Request were a written request of the Authority for redemption, and the Bond Trustee shall thereupon give the Holders of the Series 2024A Bonds to be purchased notice of such purchase in the manner specified in Section 503 hereof as though such purchase were a redemption and the purchase of such Series 2024A Bonds shall be mandatory and enforceable against the Holders, and Holders will not have the right to retain their Series 2024A Bonds. On the date fixed for purchase pursuant to any exercise of such option, the Borrower shall pay or cause to be paid the purchase price of the Series 2024A Bonds then being purchased to the Bond Trustee in immediately available funds, and the Bond Trustee shall pay the same to the sellers of such Series 2024A Bonds against delivery thereof. Following such purchase, the Bond Trustee shall cause such Series 2024A Bonds to be registered in the name of the Borrower or its nominee and shall deliver them to the Borrower or its nominee. In the case of the purchase of less than all of the Series 2024A Bonds of a maturity, the particular Series 2024A Bonds to be purchased shall be selected in accordance with Section 501(A) hereof. No purchase of the Series 2024A Bonds pursuant to this Section 501(E) shall operate to extinguish the indebtedness of the Authority evidenced thereby. Notwithstanding the foregoing, no purchase shall be made pursuant to this Section 501(E) unless the Borrower shall have delivered to the Bond Trustee and the Authority concurrently therewith (i) if the Series 2024A Bonds to be purchased are Eligible Bonds in a Daily, Weekly or Commercial Paper Mode that are covered by a Credit Facility, an opinion of nationally recognized bankruptcy counsel selected by the Borrower to the effect that such purchase will not constitute an avoidable preference under Section 547 of the United States Bankruptcy Code in the event that the Borrower should become a debtor in proceedings commenced thereunder, and (ii) a Favorable Opinion of Bond Counsel with respect to such purchase.

(F) Liquidity Facility Bonds. Liquidity Facility Bonds shall be called for redemption by the Bond Trustee upon one (1) days' notice prior to the Redemption Date and as otherwise provided in Section 501(C) hereof, as a whole or in part on any date, and if in part by maturities

or portions thereof designated by the Borrower at 100% of the principal amount of the Liquidity Facility Bonds called for redemption plus accrued interest to the date fixed for redemption and without premium. Notwithstanding anything herein to the contrary, Liquidity Facility Bonds shall be paid in accordance with the terms of the Liquidity Facility, including, without limitation, on the dates, in the amounts, in the manner and at the times set forth in the Liquidity Facility.

Section 502. Mandatory Bond Sinking Fund Redemption. (A) The Series 2024A Bonds maturing on August 15, 2049 are subject to mandatory sinking fund redemption prior to their stated maturity date at a redemption price equal to par plus accrued interest to the redemption date in the principal amounts and on August 15 of the years set forth below (the 2049 amount to be paid rather than redeemed):

Bond Sinking Fund Redemption Date (August 15)	Principal Amount
2045	\$ 5,750,000
2046	6,040,000
2047	6,340,000
2048	6,655,000
2049*	17,515,000

* Final Maturity

The Series 2024A Bonds maturing on August 15, 2054 and bearing interest at 5.25% are subject to mandatory sinking fund redemption prior to their stated maturity date at a redemption price equal to par plus accrued interest to the redemption date in the principal amounts and on August 15 of the years set forth below (the 2054 amount to be paid rather than redeemed):

Bond Sinking Fund Redemption Date (August 15)	Principal Amount
2050	\$ 9,390,000
2051	9,765,000
2052	10,180,000
2053	10,640,000
2054*	11,145,000

* Final Maturity

The Series 2024A Bonds maturing on August 15, 2054 and bearing interest at 4.25% are subject to mandatory sinking fund redemption prior to their stated maturity date at a redemption price equal to par plus accrued interest to the redemption date in the principal amounts and on August 15 of the years set forth below (the 2054 amount to be paid rather than redeemed):

Bond Sinking Fund Redemption Date (August 15)	Principal Amount
2050	\$ 9,000,000
2051	9,500,000
2052	10,000,000
2053	10,500,000
2054*	11,000,000

* Final Maturity

(i) The Series 2024A Bonds shall be redeemed by the Bond Trustee pursuant to the provisions of this paragraph without any notice from or direction by the Authority or the Borrower.

(ii) The amounts referred to in this Section 502 shall be reduced (1) by the amount of Series 2024A Bonds acquired and delivered in accordance with Section 501(D) hereof in satisfaction of such Bond Sinking Fund requirements and (2) in connection with a partial redemption of Series 2024A Bonds if the Borrower elects to reduce mandatory Bond Sinking Fund redemptions for the Series 2024A Bonds in the manner provided in Section 501 hereof.

(B) Prior to each conversion of any of the Series 2024A Bonds to the Indexed Mode or the Fixed Rate Mode pursuant to Section 212 hereof, and no later than the Rate Determination Date, the Remarketing Agent shall deliver to the Bond Trustee, the Authority and the Borrower a certificate which includes, if applicable, (1) a schedule specifying the principal amount of converted Series 2024A Bonds of each maturity which will mature on August 15 of the years specified in such schedule and the interest rate payable on the converted Series 2024A Bonds of each such maturity and (2) a schedule specifying the principal amount of converted Series 2024A Bonds maturing August 15 of the years specified in such schedule to be called for mandatory Bond Sinking Fund redemption on August 15 of the years specified in such schedule. In determining the principal maturities, mandatory Bond Sinking Fund redemption payments and interest rates for converted Series 2024A Bonds, the Remarketing Agent shall use the following guidelines:

(a) The Remarketing Agent shall determine the schedule of principal payments on the converted Series 2024A Bonds to achieve the lowest interest rates with respect to the converted Series 2024A Bonds (or otherwise deliver a Favorable Opinion of Bond Counsel in connection with such schedule of principal payments with respect to the converted Series 2024A Bonds); provided that such schedule of payments shall not cause the weighted average maturity of the Series 2024A Bonds to exceed 120% of the reasonably expected economic life of the Bond Financed Property refinanced with proceeds of the Series 2024A Bonds (as detailed in the Tax Certificate and Agreements) nor shall such schedule conflict with the maturity and mandatory sinking fund parameters of the Authority's resolutions authorizing the issuance of the Series 2024A Bonds as the same may have been amended. In making such schedule, the Remarketing Agent shall, to the extent necessary,

alternately round down and up to the nearest \$5,000 the amount allocable to the Series 2024A Bonds which are being converted;

(b) The Remarketing Agent shall allocate the converted Series 2024A Bonds between serial bonds and term bonds in such manner as shall produce the lowest aggregate interest payable with respect to the converted Series 2024A Bonds; and

(c) The Remarketing Agent shall set the interest rate on each converted Series 2024A Bond of a particular maturity at the lowest interest rate that will enable such Series 2024A Bond upon conversion to be remarketed on the first day of the Indexed Rate Period or the Fixed Rate Period, as the case may be, at par (plus any accrued interest) taking into account the maturity of such Series 2024A Bond and the Bond Sinking Fund payments, if any, to be made with respect to converted Series 2024A Bonds of such maturity; provided, however, the Borrower may direct the Remarketing Agent to remarket any converted Bond at a premium or discount from par if the Borrower delivers to the Bond Trustee and the Authority an Opinion of Bond Counsel to the effect that utilization of such method will not have an adverse effect on any exemption from federal income taxation to which the interest on the Series 2024A Bonds would otherwise be entitled and will not have an adverse effect on the validity or enforceability of any Series 2024A Bond, and in the event of such direction, the Remarketing Agent shall set the interest rate on each such converted Bond of a particular maturity at the lowest rate that will enable such Bond upon conversion to be remarketed at such premium or discount; provided, further, if so remarketed at a discount, the Borrower shall pay the difference (with Eligible Moneys if such Bonds are being converted from an Eligible Moneys Mode supported by a Liquidity Facility). In the event such Series 2024A Bonds are remarketed at a discount from par, if on the Mode Change Date funds (which shall be Eligible Moneys if such Bonds are being converted from an Eligible Moneys Mode supported by a Liquidity Facility) are not on deposit in the Purchase Fund and available for the payment of the discount portion of the Purchase Price on such date, the mandatory purchase of such Series 2024A Bonds on such Mandatory Purchase Date shall not occur and the change in Mode shall not become effective.

(d) The foregoing notwithstanding, the Authority at the direction of the Borrower may agree to another method for providing for payment of principal on the Series 2024A Bonds after a Fixed Rate Mode Change Date if there is delivered to the Bond Trustee, and the Authority by the Borrower a Favorable Opinion of Bond Counsel; provided, however, the Series 2024A Bonds may not be sold at a discount to par unless prior to such sale, Eligible Moneys in an amount sufficient to pay any shortfall in the Purchase Price of Eligible Bonds in an Eligible Moneys Mode supported by a Liquidity Facility prior to the Fixed Rate Mode Change Date are on deposit with the Tender Agent.

(e) Upon the conversion of the Series 2024A Bonds from the Fixed Rate Mode, the Maturity Date for any Outstanding serial maturities of the Series 2024A Bonds shall become August 15, 2054 and principal amounts of such serial

maturities of the Series 2024A Bonds while operating in the prior Fixed Rate Mode shall become Bond Sinking Fund redemption payments. All existing Bond Sinking Fund redemption payments shall remain in effect and any term bond maturity installment (other than the installment due on the final Maturity Date) shall become a Bond Sinking Fund redemption installment. The final Maturity Date of the Series 2024A Bonds and the amount of principal due on such final Maturity Date will not be changed. Notwithstanding the foregoing, the Borrower may deliver to the Bond Trustee and the Authority a schedule of revised Maturity Dates and maturity amounts, including Bond Sinking Fund redemption payments, for the Series 2024A Bonds then being converted from the Fixed Rate Mode; provided that such schedule is accompanied by a Favorable Opinion of Bond Counsel.

(C) Liquidity Facility Bonds are subject to (1) special mandatory redemption at a redemption price equal to 100% of the principal amount of such Liquidity Facility Bonds to be redeemed plus accrued interest thereon to but not including the date of such redemption or (2) special mandatory purchase at a purchase price equal to 100% of the principal amount of such Liquidity Facility Bonds to be purchased plus accrued interest thereon to but not including the date of such purchase, on the dates, in the amounts and in the manner set forth in the applicable Credit Facility, Reimbursement Agreement or Liquidity Facility.

(D) Series 2024A Bonds in a Term-Out Period are subject to special mandatory redemption at a redemption price equal to 100% of the principal amount of such Series 2024A Bonds to be redeemed plus accrued interest thereto but not including the date of such redemption, on each Term-Out Payment Date, in the amounts and in the manner set forth in Section 210(D) hereof and the applicable Continuing Covenant Agreement, if applicable pursuant to the terms of the Continuing Covenant Agreement.

(E) Special Mandatory Redemption of R-FLOATs Non-Remarketed Bonds. If any R-FLOATs Special Non-Remarketing Period lasts for more than 36 months, all Bonds in the R-FLOATs Mode (including Bonds in the R-FLOATs Mode that are not R-FLOATs Non-Remarketed Bonds) shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on the first Business Day of a calendar month that is at least 36 months after such R-FLOATs Special Non-Remarketing Period commenced.

Section 503. Notice of Redemption; Cancellation. Notice of the call for any such redemption shall state the following: (a) the name of the bond issue, (b) the CUSIP number, if any, and bond certificate number of the Series 2024A Bonds to be redeemed, (c) the original dated date of the bond issue, (d) the interest rate and maturity date of the Series 2024A Bonds to be redeemed, (e) the date of the redemption notice, (f) the Redemption Date, (g) the Redemption Price, and (h) the address and telephone number of the Principal Office of the Bond Trustee. Such notice shall further state that on the Redemption Date for such Series 2024A Bonds there shall become due and payable upon each Series 2024A Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portion of the principal amount thereof in the case of a Series 2024A Bond to be redeemed in part only, with interest accrued and unpaid to such date, and that from and after such date, interest thereon shall cease to accrue and be payable. The redemption notice shall be given by mailing a copy of such notice of redemption by first class

mail, postage prepaid not less than 15 or more than 60 days prior to the Redemption Date to the registered owners of the Series 2024A Bonds to be redeemed to the address shown on the Bond Register, the Authority, the Liquidity Facility Provider (if any), the Credit Facility Provider (if any), and the Rating Agencies then rating the Series 2024A Bonds to be redeemed; provided, however, that failure to give such notice by mailing or to provide such notice to any registered securities depository (as hereinafter provided) or a defect in the notice or the mailing as to any Series 2024A Bond will not affect the validity of any proceedings for redemption as to any other Series 2024A Bond with respect to which notice was properly given to the holder thereof. In addition, so long as the ownership of the Series 2024A Bonds is maintained in book-entry form by the Securities Depository, in the event of any redemption of the Series 2024A Bonds or an advance refunding of part of the outstanding Series 2024A Bonds, the Bond Trustee shall send to the Securities Depository a notice specifying: (i) the amount of the redemption or refunding, (ii) in the case of a refunding, the Redemption Date(s), if any, established under the refunding and (iii) the date such notice is to be mailed to beneficial owners of the Series 2024A Bonds (the "Notice Date"). Such notice shall be sent to the Securities Depository by a secure means (e.g., legible telecopy, registered or certified mail, overnight delivery) in a timely manner designed to assure that such notice is in the Securities Depository's possession no later than the close of business on the Business Day prior to the Notice Date; provided that such receipt by such time is not a condition precedent to such redemption. The Bond Trustee shall forward such notice either in a separate secure transmission for each CUSIP number or in a secure transmission for multiple CUSIP numbers (if applicable) which includes a manifest or list of each CUSIP submitted in that transmission.

Except for a mandatory Bond Sinking Fund redemption pursuant to Section 502 and prior to the date that the redemption notice is first mailed as aforesaid, either (a) Eligible Moneys (except for Series 2024A Bonds in a Mode other than an Eligible Moneys Mode covered by a Credit Facility for which any funds shall suffice) shall be placed with the Bond Trustee to pay the principal of such Series 2024A Bonds, the accrued and unpaid interest thereon to the Redemption Date and the premium, if any, thereon, or (b) such notice of redemption shall state that it is revocable and any redemption is conditional on Eligible Moneys (except for Series 2024A Bonds in a Mode other than an Eligible Moneys Mode covered by a Credit Facility, any funds) being on deposit with the Bond Trustee on the Redemption Date and that failure to make such a deposit or such deposit not being Eligible Moneys (if required) shall not constitute an event of default hereunder.

Upon the happening of the above conditions and if sufficient funds are placed with the Bond Trustee by the redemption date to pay the principal of such Series 2024A Bonds, the accrued interest thereon to the redemption date and the premium, if any, thereon, the Series 2024A Bonds, or portions thereof, thus called shall not bear interest after the applicable Redemption Date, shall no longer be protected by this Bond Indenture and shall not be deemed to be outstanding under the provisions of this Bond Indenture. The Bond Trustee shall redeem, in the manner provided in this Article V, such an aggregate principal amount of such Series 2024A Bonds at the principal amount thereof plus accrued interest to the redemption date and premium, if any, as will exhaust as nearly as practicable such funds. At the direction of the Borrower, such funds may be invested in U.S. Government Obligations until needed for redemption payout.

If such conditions are not satisfied or sufficient funds are not so deposited by 12:00 p.m. noon New York City time, on such date, such Series 2024A Bonds shall not be subject to redemption and the holders thereof shall have the same rights as if no such notice had been given. In such event, the Bond Trustee shall promptly give notice thereof to the owners of such Series 2024A Bonds by first class mail, postage prepaid.

All Series 2024A Bonds which have been redeemed shall be cancelled and disposed of by the Bond Trustee in accordance with its retention policy then in effect and shall not be reissued and a counterpart of the certificate of disposal evidencing such disposal shall be furnished upon written request by the Bond Trustee to the Authority and the Borrower.

Section 504. Optional Tenders of Bonds in the Daily Mode or the Weekly Mode; Optional Tender of Bonds in the R-FLOATs Rate Mode.

(A) The Holders of Eligible Bonds in a Daily Mode or a Weekly Mode may elect to have their Series 2024A Bonds (or portions of those Series 2024A Bonds in amounts equal to integral multiples of the lowest then applicable Authorized Denomination) purchased on any Business Day at a price equal to the Purchase Price,

(i) in the case of Series 2024A Bonds in the Daily Mode, upon delivery of an irrevocable telephonic notice of tender to the Remarketing Agent, the Bond Trustee and the Tender Agent not later than 10:00 a.m., New York time, on the Purchase Date specified by the Holder; and

(ii) in the case of Series 2024A Bonds in the Weekly Mode, upon delivery of an irrevocable written notice of tender or irrevocable telephonic notice of tender to the Remarketing Agent, the Bond Trustee and the Tender Agent, promptly confirmed in writing to the Tender Agent, not later than 4:00 p.m., New York time, on a Business Day not less than 7 days before the Purchase Date specified by the Holder in such notice.

(B) The Holders of Bonds bearing interest at the R-FLOATs Weekly Rate or the R-FLOATs Monthly Rate may elect to have their Series 2024A Bonds (or portions of those Series 2024A Bonds in amounts equal to integral multiples of the lowest then applicable Authorized Denomination) tendered to the Bond Trustee for purchase at a price equal to the Purchase Price on the following dates (each an “*R-FLOATs Optional Tender Date*”):

(i) If such Bond is in an R-FLOATs Weekly Period, on any Business Day. In order to exercise such option with respect to a Bond in an R-FLOATs Weekly Period, the holder must deliver notice to the Bond Trustee not less than five Business Days prior to the related R-FLOATs Optional Tender Date.

(ii) If such Bond is in an R-FLOATs Monthly Period, on any Interest Payment Date. In order to exercise such option with respect to a Bond in an R-FLOATs Monthly Period, the holder must deliver notice to the Bond Trustee not less than three Business Days prior to the related R-FLOATs Optional Tender Date.

(iii) Holders of Bonds in the R-FLOATs Rate Mode with an R-FLOATs Term Period shall not have the right to tender such Bonds for purchase during the R-FLOATs

Term Period, but shall be required to tender such Bonds for purchase pursuant to Section 211 on the day immediately following the last day of the R-FLOATs Term Period.

Such notices of tender shall state the CUSIP number, if any, Series 2024A Bond number (if the Series 2024A Bond is not registered in the name of the Securities Depository) and the principal amount of the portion of such Bond to be optionally tendered and that such portion shall be purchased on the Purchase Date specified above. Payment of the Purchase Price shall be made pursuant to this Section 504 only if the Series 2024A Bond so delivered to the Tender Agent conforms in all respects to the description thereof in the notice described in this Section 504. A Holder who gives the notice of tender as set forth above may repurchase the Series 2024A Bonds so tendered on such Purchase Dates if the Remarketing Agent agrees to sell the Series 2024A Bonds so tendered to such Holder. If such Holder decides to repurchase such Series 2024A Bonds and the Remarketing Agent agrees to sell the specified Series 2024A Bonds to such Holder, the delivery requirements set forth in Section 510(D) shall be waived. The Tender Agent may assume that a Series 2024A Bond is an Eligible Bond unless it has actual knowledge to the contrary.

Section 505. Mandatory Purchase at End of Commercial Paper Rate Periods, at End of Bank Rate Periods and at End of Term-Out Periods.

(A) *Mandatory Purchase at End of Commercial Paper Period.* Each Series 2024A Bond in the Commercial Paper Mode is subject to mandatory purchase on the Purchase Date for the current Interest Period at the Purchase Price. No notice of such mandatory purchase shall be given to the Holders. On each Purchase Date for Series 2024A Bonds in the Commercial Paper Mode, such Series 2024A Bonds shall be deemed to have been tendered for purchase regardless of whether such Series 2024A Bonds are actually so tendered.

(B) *Mandatory Purchase at End of Bank Rate Period.* Unless the Purchaser exercises its Right to Retain pursuant to Section 210(C)(1) hereof or the Borrower elects the option for a Term-Out Period pursuant to Section 210(D) hereof and the Continuing Covenant Agreement provides for a Term-Out Period (which is not included in the initial Continuing Covenant Agreement) and the conditions precedent set forth in the Continuing Covenant Agreement applicable to such Term-Out Period have been satisfied, (1) each Series 2024A Bond in the Bank Index Mode is subject to mandatory purchase on the Bank Index Rate Purchase Date for the current Bank Index Rate Period at the Purchase Price, and (2) each Series 2024A Bond in the Bank Fixed Mode is subject to mandatory purchase on the Bank Fixed Rate Purchase Date for the current Bank Fixed Rate Period at the Purchase Price. The Tender Agent shall give notice of such mandatory purchase by mail to the Holders of the Series 2024A Bonds subject to mandatory purchase no less than thirty (30) days prior to the applicable Bank Rate Purchase Date. The notice shall state the Mandatory Purchase Date and the Purchase Price. The failure to give such notice with respect to any Series 2024A Bond shall not affect the validity of the mandatory purchase of any other Series 2024A Bonds with respect to which notice was so given. Any notice sent will be conclusively presumed to have been given, whether or not actually received by any Bondholder.

(C) *Mandatory Purchase at End of Term-Out Period.* Each Series 2024A Bond is subject to mandatory purchase on the Term Out Purchase Date at the Purchase Price. The Tender Agent shall give notice of such mandatory purchase by mail to the Holders of the Series 2024A Bonds subject to mandatory purchase no less than thirty (30) days prior to the applicable Term-

Out Purchase Date. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on the Series 2024A Bonds subject to mandatory purchase shall cease to accrue from and after the Mandatory Purchase Date. The failure to give such notice with respect to any Series 2024A Bond shall not affect the validity of the mandatory purchase of any other Series 2024A Bonds with respect to which notice was so given. Any notice sent will be conclusively presumed to have been given, whether or not actually received by any Bondholder.

Section 506. Mandatory Purchase on Mode Change Date. (A) Series 2024A Bonds to be changed from one Mode to another Mode (other than a change to the Fixed Rate Mode, which Series 2024A Bonds are subject to mandatory purchase pursuant to subsection (B) of this Section 506) are subject to mandatory purchase on the Mode Change Date at the Purchase Price. The Tender Agent shall give Immediate Notice of such mandatory purchase to the Holders of such Series 2024A Bonds no less than seven days prior to the Mandatory Purchase Date. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on such Series 2024A Bonds (other than Liquidity Facility Bonds) shall cease to accrue from and after the Mandatory Purchase Date. As set forth in Section 212(A)(1), any notice of a Mode Change Date being provided to Holders shall state that the Borrower, not less than three Business Days prior to the proposed Mode Change Date, may revoke such notice. In such event, the Tender Agent shall give Immediate Notice to the Holders within one Business Day of receipt of notice of revocation from the Borrower. The failure to give such notice with respect to any Series 2024A Bond shall not affect the validity of the mandatory purchase of any other Series 2024A Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

(B) Series 2024A Bonds to be changed to the Fixed Rate Mode are subject to mandatory purchase on the Mode Change Date at the Purchase Price (subject to the provisions of Section 208 hereof). The Tender Agent shall give notice of such mandatory purchase as part of the notice of change of Mode to be sent to the Holders pursuant to Section 212(B)(1)(b). The failure to give such notice with respect to any Series 2024A Bond shall not affect the validity of the mandatory purchase of any other Series 2024A Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

Section 507. Mandatory Purchase at End of Interest Period for Term Rate Mode. Series 2024A Bonds in the Term Rate Mode are subject to mandatory purchase on the Purchase Date for the current Interest Period at the Purchase Price. The Tender Agent shall give notice of such mandatory purchase by mail to the Holders of such Series 2024A Bonds no less than 30 days prior to the Mandatory Purchase Date. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on such Series 2024A Bonds shall cease to accrue from and after the Mandatory Purchase Date. The failure to give such notice with respect to any Series 2024A Bond shall not affect the validity of the mandatory purchase of any other Series 2024A Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

Section 508. Mandatory Purchase on Expiration Date, Substitute Liquidity Facility Date, Substitute Credit Facility Date, Termination Date and Credit Facility Default Tender Date.

(A) *Mandatory Purchase on Expiration Date, Substitute Liquidity Facility Date and Substitute Credit Facility Date.* On each Substitute Liquidity Facility Date and Substitute Credit Facility Date, the Eligible Bonds in an Eligible Moneys Mode supported by a Liquidity Facility or a Credit Facility, as applicable, shall be subject to mandatory purchase on such date at the Purchase Price. On the second Business Day preceding each Expiration Date, the Eligible Bonds in an Eligible Moneys Mode supported by a Liquidity Facility or a Credit Facility, as applicable, shall be subject to mandatory purchase on such date at the Purchase Price; provided, however, that such Series 2024A Bonds shall not be subject to mandatory purchase on the second Business Day preceding each Expiration Date if on or prior to the 15th day prior to such Expiration Date, the Borrower has furnished to the Bond Trustee a Renewal Liquidity Facility or Renewal Credit Facility, as applicable. The Tender Agent shall give notice of such mandatory purchase by mail to the Holders of the Series 2024A Bonds involved no less than 10 days prior to such Mandatory Purchase Date. The notice shall state the reason for the mandatory purchase, the Mandatory Purchase Date, the Purchase Price and that interest on such Series 2024A Bonds shall cease to accrue from and after the Mandatory Purchase Date. The failure to give such notice with respect to any Series 2024A Bond involved shall not affect the validity of the mandatory purchase of any other Series 2024A Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder. The payment of the Purchase Price of any Series 2024A Bonds tendered pursuant to this Section 508(A) shall be made pursuant to a draw on the Liquidity Facility (or Credit Facility if the Credit Facility is also a Liquidity Facility) then in existence and not on the Substitute Liquidity Facility (or Substitute Credit Facility if such Substitute Credit Facility is to also be a Liquidity Facility).

(B) *Mandatory Purchase on Termination Date.* On the second Business Day preceding each Termination Date applicable to a Series 2024A Bond, if such Series 2024A Bond is an Eligible Bond in an Eligible Moneys Mode supported by a Liquidity Facility or by a Credit Facility, as applicable, it shall be subject to mandatory purchase on such date at the Purchase Price. The Tender Agent shall give notice of such mandatory purchase by mail to the Holders of such Series 2024A Bonds no later than the Business Day after receipt of notice of termination from the Liquidity Facility Provider or the Credit Facility Provider, as applicable. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on such Series 2024A Bonds shall cease to accrue from and after the Mandatory Purchase Date. The failure to give such notice with respect to any Series 2024A Bond involved shall not affect the validity of the mandatory purchase of any other Series 2024A Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

(C) *Mandatory Purchase on Credit Facility Default Tender Date.* Upon receipt by the Bond Trustee of a written notice from the Credit Facility Provider that an event of default has occurred and is continuing under the Reimbursement Agreement and directing a mandatory tender of the Eligible Bonds in an Eligible Moneys Mode covered by the Credit Facility or that the Credit Facility Provider is not reinstating the interest portion of the Credit Facility, all Eligible Bonds in an Eligible Moneys Mode covered by the Credit Facility shall be purchased on a date designated by the Bond Trustee (a “*Credit Facility Default Tender Date*”) at a Purchase Price equal to 100% of the principal amount thereof plus accrued interest, if any, to the purchase date. Such Credit Facility Default Tender Date shall be the Business Day immediately following receipt by the Bond Trustee of such notice from the Credit Facility Provider. Bondholders may not elect to continue to hold such Series 2024A Bonds after such Credit Facility Default Tender Date. Following receipt

of the written notice described above, the Bond Trustee shall give Immediate Notice to the owners of all Eligible Bonds in an Eligible Moneys Mode covered by the Credit Facility stating (i) the reason for the Credit Facility Default Tender Date and (ii) that the Eligible Bonds in an Eligible Moneys Mode covered by the Credit Facility are required to be purchased on the Credit Facility Default Tender Date designated in the notice. Following receipt of the written notice described above, the Bond Trustee shall give Immediate Notice to the owners of such Series 2024A Bonds. Such notice shall state (a) that (y) there has been an Event of Default under the Reimbursement Agreement or (z) the interest coverage on the Credit Facility will not be reinstated, (ii) the Credit Facility Default Tender Date, (iii) the Purchase Price, and (iv) that interest on such Series 2024A Bonds shall cease to accrue from and after the Credit Facility Default Tender Date. The failure to give such notice with respect to any Series 2024A Bond shall not affect the validity of the mandatory purchase of any other Series 2024A Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

(D) The Tender Agent may assume that a Series 2024A Bond is an Eligible Bond unless a Responsible Officer has actual knowledge that such Series 2024A Bond is not an Eligible Bond.

Section 509. Remarketing of Bonds; Notices.

(A) *Remarketing of Bonds.* The Remarketing Agent shall use its best efforts to offer for sale and sell:

- (1) all Series 2024A Bonds or portions thereof as to which notice of tender has been given pursuant to Section 504;
- (2) all Series 2024A Bonds required to be purchased pursuant to Sections 505, 506, 507 and 508; and
- (3) all Liquidity Facility Bonds.

(B) *Notice of Remarketing; Registration Instructions; New Bonds.* On each Purchase Date or Mandatory Purchase Date, as the case may be:

- (1) unless the Remarketing Agent has notified the Tender Agent and the Bond Trustee otherwise, the Remarketing Agent shall give Immediate Notice to the Tender Agent and the Bond Trustee not later than 12:00 noon, or with respect to the R-FLOATs Rate Mode not later than 2:00 p.m., New York time of the amount of tendered Series 2024A Bonds which were successfully remarketed, the names of the tendering Holders and the registration instructions (i.e., the names, addresses and taxpayer identification numbers of the purchasers and the denominations thereof which shall be Authorized Denominations) with respect thereto; and
- (2) the Bond Trustee shall execute new Series 2024A Bonds for the respective purchasers thereof which shall be available for pick-up by the Remarketing Agent pursuant to Section 510(E).

The provisions of this clause (B) shall be subject in all respects to the procedures prescribed by any Securities Depository.

(C) *Transfer of Funds; Draw on Liquidity Facility.* Except with respect to any Series 2024A Bonds in the R-FLOATs Rate Mode, (x) If a Liquidity Facility is not then in effect with respect to the Series 2024A Bonds, on each Purchase Date or Mandatory Purchase Date, as the case may be:

- (1) the Remarketing Agent shall give notice to the Tender Agent and the Bond Trustee of receipt of the Purchase Price of remarketed Series 2024A Bonds by 11:15 a.m. New York time;
- (2) the Remarketing Agent shall cause to be paid to the Tender Agent the Purchase Price of the remarketed Series 2024A Bonds by 11:30 a.m., New York time;
- (3) the Tender Agent shall give notice to the Series 2024A Bond Trustee and the Borrower (or the Tender Agent shall instruct the Bond Trustee to give notice and the Bond Trustee shall give notice) by 11:45 a.m., New York time, (and promptly thereafter, the Tender Agent shall so notify the Securities Depository) of the amount equal to the Purchase Price of all Series 2024A Bonds tendered or deemed tendered less the aggregate amount of remarketing proceeds on hand; and
- (4) the Borrower shall provide to the Tender Agent by 2:30 p.m., New York time, on such date an amount, in immediately available funds, sufficient, together with the proceeds of the remarketing of Series 2024A Bonds on such date then on hand with the Tender Agent, to enable the Tender Agent to pay the Purchase Price in connection therewith.
- (y) If a Liquidity Facility is then in effect with respect to the Series 2024A Bonds, on each Purchase Date or Mandatory Purchase Date, as the case may be:

- (5) the Remarketing Agent shall give notice to the Tender Agent and the Bond Trustee of receipt of the Purchase Price of remarketed Series 2024A Bonds by 11:30 a.m., New York time;
- (6) the Remarketing Agent shall cause to be paid to the Tender Agent the Purchase Price of the remarketed Series 2024A Bonds by 11:45 a.m., New York time; and
- (7) the Tender Agent (or the Bond Trustee if the Bond Trustee is the beneficiary under the Liquidity Facility) shall draw on the Liquidity Facility (the then existing Liquidity Facility in the case of a Substitute Liquidity Facility Date or a Substitute Credit Facility Date) in accordance with the terms thereof so as to receive thereunder by 2:30 p.m., New York time, on such date an amount, in immediately available funds, sufficient, together with the proceeds of the remarketing of Series 2024A Bonds on such date then on hand with the Tender Agent, to enable the Tender Agent to pay the Purchase Price in connection therewith (if the Bond Trustee is the beneficiary under the Liquidity Facility, the Bond Trustee shall cause to be paid to the Tender Agent the draw from the Liquidity Facility by 2:30 p.m., New York time, on such date).

If on any Purchase Date there are insufficient funds available in the Purchase Fund to pay the Purchase Price due on such date following a default, repudiation or wrongful dishonor by the Liquidity Facility Provider, the Tender Agent (or the Bond Trustee if the Bond Trustee is the beneficiary under the Liquidity Facility) shall provide Immediate Notice to the Borrower of the amount of any such insufficiency and demand payment thereof by the Borrower in accordance with Section 7.2(d) of the Loan Agreement.

(D) In connection with any remarketing of Series 2024A Bonds where an Event of Default has occurred under Section 702 hereof or a notice of redemption has been sent with regard to such Series 2024A Bonds pursuant to Section 503 hereof, the Remarketing Agent shall notify the purchasers of such Series 2024A Bonds of the Event of Default or redemption.

Section 510. General Provisions Relating to Tenders.

(A) *Purchase Fund.* The Tender Agent shall establish and maintain a special fund designated as the “**Purchase Fund**,” and within such fund three separate accounts designated, respectively, as the “*Liquidity Facility Deposit Account*,” the “*Remarketing Proceeds Account*” and the “*Borrower’s Account*.” The money in the Purchase Fund shall be held in trust and applied solely as provided in this Section. The Remarketing Agent, the Tender Agent and the Bond Trustee shall not have any right to payment from or any interest in any money in the Purchase Fund.

The Tender Agent shall deposit all moneys delivered to it pursuant to Section 509(C)(2) hereof for the purchase of Series 2024A Bonds into the Remarketing Proceeds Account and shall hold all such moneys in trust for the exclusive benefit of the Person that shall have so delivered such moneys until the Series 2024A Bonds purchased with such moneys shall have been delivered to it for the account of such Person and, thereafter, for the benefit of the Holders tendering such Series 2024A Bonds.

The Tender Agent shall deposit all moneys delivered to it pursuant to Section 509(C)(4) hereof from a payment by or on behalf of the Liquidity Facility Provider for the purchase of Series 2024A Bonds into the Liquidity Facility Deposit Account and shall hold all such moneys in trust for the exclusive benefit of the Liquidity Facility Provider until the Series 2024A Bonds purchased with such moneys shall have been delivered to or for the account of the Liquidity Facility Provider and, after such delivery, the Tender Agent shall hold such funds exclusively for the benefit of the Holders tendering such Series 2024A Bonds.

The Tender Agent shall deposit all moneys delivered to it by the Borrower for the purchase of Series 2024A Bonds into the Borrower’s Account.

Moneys in the Purchase Fund shall not be commingled with other funds held by the Tender Agent and shall remain uninvested. Neither the Authority nor the Borrower shall have any right, title or interest in or to any moneys held in the Purchase Fund.

(B) *Payment of Purchase Price.* At or before 3:00 p.m., New York time, on the Purchase Date or Mandatory Purchase Date and upon receipt by the Tender Agent of the aggregate Purchase Price of the tendered Series 2024A Bonds, the Tender Agent shall pay the Purchase Price of such Series 2024A Bonds to the Holders by bank wire transfer in immediately available funds. As long as the Series 2024A Bonds to be purchased are in the R-FLOATs Rate Mode, the only

source of funds for the payment of the Purchase Price thereof will be the proceeds of the remarketing, if any, of such Series 2024A Bonds. The Tender Agent shall pay the Purchase Price from the following accounts and in the following order of priority: (1) the Remarketing Proceeds Account (excluding any funds received from a remarketing to the Obligated Group) to the extent funds are available therein, (2) in the case of Eligible Bonds in any Eligible Moneys Mode supported by a Liquidity Facility, the Liquidity Facility Deposit Account and (3) the Borrower’s Account. The Tender Agent may assume that a Series 2024A Bond is an Eligible Bond unless it has actual knowledge to the contrary. If at close of business New York time on any Purchase Date or Mandatory Purchase Date any balance remains in the Liquidity Facility Deposit Account in excess of any unsatisfied purchase obligation, such excess shall be promptly returned to the Liquidity Facility Provider.

(C) *Inadequate Funds for Tenders.* (1) If the funds available for purchases of Eligible Bonds pursuant to this Article V are inadequate for the purchase of all Series 2024A Bonds tendered on any Purchase Date or Mandatory Purchase Date, no purchase shall be consummated and the Tender Agent shall, (a) return all tendered Series 2024A Bonds to the Holders thereof, (b) return all moneys deposited in the Remarketing Proceeds Account to the Remarketing Agent for return to the Persons providing such moneys, and (c) return all moneys deposited in the Liquidity Facility Deposit Account to the Liquidity Facility Provider. If the Series 2024A Bonds that were tendered were in a Term Rate Mode, such Series 2024A Bonds shall automatically convert to the Weekly Mode as provided in Section 207(E). If the Series 2024A Bonds that were tendered were in a R-FLOATs Rate Mode, such Series 2024A Bonds shall automatically convert to the R-FLOATs Weekly Period as provided in Section 211(C).

(2) All such tendered Series 2024A Bonds shall bear interest at the Maximum Rate during the period of time from and including the applicable Purchase Date or Mandatory Purchase Date to (but not including) the date that the Purchase Price of all such tendered Bonds has been paid to the owners thereof (the “**Delayed Remarketing Period**”).

(3) During the Delayed Remarketing Period, the Borrower may direct the conversion of the tendered Bonds to a different Mode in accordance with the applicable provisions of Article II hereof. Notwithstanding the applicable notice provisions of Article II to the contrary, the Bond Trustee shall give five Business Days’ notice of such conversion to the Holders of the Series 2024A Bonds to be converted.

(4) Subject to the terms of the Remarketing Agreement, the Remarketing Agent shall continue to use its best efforts to remarket all of the tendered Bonds.

(5) During the Delayed Remarketing Period, the Bond Trustee shall, upon direction of the Borrower, apply amounts on deposit in the Redemption Fund to the redemption of such tendered Bonds, in whole or in part on any Business Day during the Delayed Remarketing Period, at a redemption price equal to the principal amount thereof, together with interest accrued thereon to the date fixed for redemption, without premium. Notwithstanding Section 501 to the contrary, the Bond Trustee shall give five Business Days’ notice of such redemption to the Holders of the Series 2024A Bonds to be redeemed.

(6) During the Delayed Remarketing Period, interest on such tendered Bonds shall be paid to the Holders thereof, (a) on the first Business Day of each calendar month occurring during the Delayed Remarketing Period and (b) on the last day of the Delayed Remarketing Period.

(D) *Delivery of Bonds by Tendering Bondholders; Undelivered Bonds Deemed Purchased.* All Series 2024A Bonds to be purchased on any date shall be required to be delivered to the designated office of the Tender Agent at or before 12:00 Noon, New York time, on such Purchase Date or Mandatory Purchase Date. If the Holder of any Series 2024A Bond (or portion thereof) that is subject to purchase pursuant to this Article V fails to deliver such Series 2024A Bond to the Tender Agent for purchase on the Purchase Date or Mandatory Purchase Date, and if the Tender Agent is in receipt of the Purchase Price therefor, such Series 2024A Bond (or portion thereof) shall nevertheless be deemed tendered and purchased on the day fixed for purchase thereof and ownership of such Series 2024A Bond (or portion thereof) shall be transferred to the purchaser thereof as provided in subsection (E) below. Any Holder who fails to deliver such Series 2024A Bond for purchase shall have no further rights thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Series 2024A Bond to the Tender Agent. The Tender Agent shall, as to any tendered Series 2024A Bonds that have not been delivered to it: (1) promptly notify the Remarketing Agent of such nondelivery; and (2) instruct the Bond Trustee to place a stop transfer against an appropriate amount of Series 2024A Bonds of the maturity involved registered in the name of such Holder(s) on the Bond Register. The Bond Trustee shall place such stop(s) commencing with the lowest serial number Series 2024A Bond registered in the name of such Holder(s) until stop transfers have been placed against an appropriate amount of Series 2024A Bonds of the maturity involved until the appropriate tendered Series 2024A Bonds are delivered to the Tender Agent who shall deliver such Series 2024A Bonds to the Bond Trustee. Upon such delivery, the Bond Trustee shall make any necessary adjustments to the Bond Register.

(E) *Delivery of Bonds to Purchasers.* As long as the Series 2024A Bonds are held under the book-entry system of DTC, all tenders and deliveries of Series 2024A Bonds will be accomplished under the procedures of DTC. Otherwise, on the Purchase Date or Mandatory Purchase Date, the Tender Agent shall direct the Bond Trustee to execute and deliver all Series 2024A Bonds purchased on any Purchase Date or Mandatory Purchase Date as follows: (1) Series 2024A Bonds purchased and remarketed by the Remarketing Agent shall be registered and made available to the Remarketing Agent by 2:30 p.m., New York time, in accordance with the instructions of the Remarketing Agent; (2) Series 2024A Bonds purchased with amounts paid by or on behalf of the Liquidity Facility Provider shall be registered and made available in the name of or as directed in writing by the Liquidity Facility Provider on or before 2:30 p.m., New York time, and become Liquidity Facility Bonds; and (3) Series 2024A Bonds purchased with amounts paid by or on behalf of the Borrower shall be registered and made available in the name of or as directed in writing by the Borrower on or before 2:30 p.m., New York time. Notwithstanding the foregoing, the Tender Agent shall not deliver any such Series 2024A Bonds unless the Liquidity Facility Provider (if any) has received immediately available funds equal to the principal amount of and accrued interest on such Series 2024A Bonds remarketed by the Remarketing Agent (prior to a conversion of all Series 2024A Bonds to Indexed Mode, Term Mode or Fixed Rate Mode) and the Tender Agent has confirmed with such Liquidity Facility Provider that the amount available for the purchase of Series 2024A Bonds is at least equal to the Required Stated Amount.

(F) *No Purchases or Sales in Certain Circumstances.* Anything in this Bond Indenture to the contrary notwithstanding, if (i) there shall have occurred and be continuing an Event of Default as described in Section 702(a) or (b), or (ii) any conditions set forth in the Remarketing Agreement to the performance of the Remarketing Agent's obligation thereunder to remarket tendered Series 2024A Bonds shall not have been satisfied, then the Remarketing Agent shall not remarket any Series 2024A Bonds.

(G) *No Remarketing to the Authority, the Borrower, etc.* The Remarketing Agent shall not remarket, pursuant to the Remarketing Agreement, any Series 2024A Bonds in an Eligible Moneys Mode supported by a Liquidity Facility to the Authority, the Borrower, any Benefited Affiliate, any other Member of the Obligated Group or any Affiliate of any of the foregoing except to the extent that the purchase price therefore is paid with Eligible Moneys.

(H) *Liquidity Facility Bonds.* The Remarketing Agent shall exercise on an ongoing basis its best efforts to remarket Liquidity Facility Bonds at a price equal to 100% of the principal amount thereof to the extent and subject to the conditions set forth herein and in the Remarketing Agreement. By 10:00 a.m., New York time, on the Liquidity Facility Bond Sale Date, the Remarketing Agent shall notify the Liquidity Facility Provider, the Borrower and the Bond Trustee of the information set forth in Section 509(B)(1) herein, and the Remarketing Agent shall deliver, or cause to be delivered, to the Bond Trustee immediately available funds in an amount equal to the principal amount of such remarketed Liquidity Facility Bonds and the Borrower shall deliver to the Bond Trustee in immediately available funds an amount equal to the accrued interest thereon (collectively, the "**Placement Price**") against receipt of registered Series 2024A Bonds.

In addition to all other requirements to be met before the remarketing of Liquidity Facility Bonds, the Remarketing Agent shall not remarket any Liquidity Facility Bonds unless the Bond Trustee shall have received (a) if the Series 2024A Bonds have become Liquidity Facility Bonds as a result of a Termination Date, a Favorable Opinion of Bond Counsel to the effect that the remarketing of the Liquidity Facility Bonds will not have an adverse effect on any exclusion from gross income for federal income tax purposes to which interest on the Series 2024A Bonds would otherwise be entitled or the validity or enforceability of any Series 2024A Bonds, and (b) if the Series 2024A Bonds are in any Eligible Moneys Mode supported by a Liquidity Facility, written notice from the Liquidity Facility Provider that the Liquidity Facility has been reinstated to the Required Stated Amount or, if the Series 2024A Bonds will bear interest at Fixed Rates, a copy of the underwriting agreement with the purchaser of the Series 2024A Bonds.

The Bond Trustee shall take such actions as are necessary to cause the Liquidity Facility Provider to be reflected as the beneficial owner of Liquidity Facility Bonds in the records of DTC, including, if requested by the Liquidity Facility Provider, the assignment of separate CUSIP numbers for such Liquidity Facility Bonds.

(I) *Occurrence of Automatic Termination Event or Suspension Event.*

(1) Upon the occurrence of an Automatic Termination Event, the Liquidity Facility then in place and the obligation of the Liquidity Facility Provider to purchase Series 2024A Bonds pursuant thereto shall automatically and immediately terminate without notice.

(2) Upon the occurrence of a Suspension Event, the obligation of the Liquidity Facility Provider to purchase Series 2024A Bonds pursuant to the Liquidity Facility shall automatically and immediately be suspended without notice.

(J) *R-FLOATs Bonds During any Non-Remarketing Period.* The provisions of this Section 510 shall not apply to the Series 2024A Bonds in the R-FLOATs Rate Mode during any R-FLOATs Special Non-Remarketing Period.

Section 511. The Remarketing Agent. (A) During any Mode other than the Indexed Mode and the Fixed Rate Mode, a Remarketing Agent shall be appointed by the Borrower, subject to the conditions contained herein, and shall serve as such under the terms and provisions hereof. The Remarketing Agent and each successor Remarketing Agent, if any, including the initial Remarketing Agent, appointed in accordance with this Bond Indenture shall designate its principal office and signify its acceptance of the duties and obligations imposed upon it as described herein by executing a Remarketing Agreement delivered to the Authority, the Bond Trustee, the Credit Facility Provider (if any), the Tender Agent, and the Borrower, under which the Remarketing Agent (subject to subsection (B) below) will agree particularly:

(1) to hold all moneys delivered to it hereunder for the purchase of Series 2024A Bonds for the exclusive benefit of the Person or Persons that shall have so delivered such moneys until the Series 2024A Bonds purchased with such moneys shall have been delivered to or for the account of such Person or Persons;

(2) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Borrower, the Authority, the Bond Trustee, the Tender Agent, the Liquidity Facility Provider and the Credit Facility Provider at all reasonable times;

(3) to determine the Daily Rate, the Weekly Rate, the Commercial Paper Rate, the Term Rate, the Indexed Rate, the Fixed Rates and the R-FLOATs Rates and give notice of such rates in accordance with Article II hereof;

(4) to use its best efforts to find purchasers for the Series 2024A Bonds tendered for purchase, any such sale to be made at the Purchase Price in accordance with the terms of this Bond Indenture;

(5) except as herein otherwise provided, not to sell Series 2024A Bonds in an Eligible Moneys Mode supported by a Liquidity Facility to the Authority, the Borrower, any Benefited Affiliate, any other Member of the Obligated Group or any Affiliate of any of the foregoing except to the extent that the purchase price therefore is paid with Eligible Moneys; and

(6) to deliver to the Tender Agent all Series 2024A Bonds held by it in accordance with the terms of this Bond Indenture and the Remarketing Agreement.

(B) One or more firms may serve as co-Remarketing Agent hereunder provided that each co-Remarketing Agent satisfies the requirements of Section 512. If co-Remarketing Agents have been appointed and are performing the duties of Remarketing Agent hereunder, all references

herein to the Remarketing Agent shall be deemed to refer to all the Remarketing Agents acting jointly; provided that the Remarketing Agreement may provide that one firm may perform certain specified duties hereunder in its sole capacity.

(C) The Remarketing Agent may in good faith hold the Series 2024A Bonds or any other form of indebtedness issued by the Authority or any security issued by the Borrower; own, accept or negotiate any drafts, bills of exchange, acceptances or obligations thereof; and make disbursements therefor and enter into any commercial or business arrangement therewith; all without any liability on the part of the Remarketing Agent for any real or apparent conflict of interest by reason of any such actions.

Section 512. Qualifications of Remarketing Agent.

(A) The Remarketing Agent shall be authorized by law to perform all the duties imposed upon it. The Remarketing Agent may at any time resign and be discharged of the duties and obligations described in this Bond Indenture by giving at least 30 days' notice to the Borrower, the Authority, the Bond Trustee, the Tender Agent, the Liquidity Facility Provider, the Credit Facility Provider and each Rating Agency then rating the Series 2024A Bonds. Successor Remarketing Agents may be appointed from time to time by the Borrower if not objected to by the Authority or the Liquidity Facility Provider. The Remarketing Agent may be removed upon 30 days' notice upon the Written Request of the Borrower, upon written notice to the Remarketing Agent, the Authority, the Bond Trustee, the Tender Agent, the Liquidity Facility Provider and the Credit Facility Provider, so long as a successor Remarketing Agent shall have assumed the duties thereof by the effective date of such removal. No removal or resignation of the Remarketing Agent shall be permitted until a successor has been appointed in accordance with the provisions hereof; provided, however, if by the 60th day subsequent to the notice of resignation or removal of the Remarketing Agent no successor has been appointed, the Remarketing Agent may resign.

(B) Notwithstanding any other provision to the contrary contained herein, any corporation or association into which the Remarketing Agent may be converted or merged, or with which it may be consolidated, or to which it may be consolidated, or to which it may sell or transfer its marketing business and assets as a whole or substantially as a whole, shall become successor Remarketing Agent hereunder and fully vested with all of the rights, powers, trusts, duties and obligations of Remarketing Agent hereunder, without the execution or filing of any instrument or any further act.

Section 513. The Tender Agent.

(A) The Tender Agent shall be appointed by the Authority and shall serve as such under the terms and provisions hereof. The Tender Agent and each successor Tender Agent appointed in accordance with this Bond Indenture shall designate its principal corporate office and signify its acceptance of the duties and obligations imposed upon it as described herein by a written instrument of acceptance delivered to the Authority, the Bond Trustee and the Borrower under which each Tender Agent will agree, particularly:

(1) to hold all Series 2024A Bonds delivered to it for purchase hereunder in trust for the exclusive benefit of the respective Holders that shall have so delivered such

Series 2024A Bonds until moneys representing the Purchase Price of such Series 2024A Bonds shall have been delivered to or for the account of or to the order of such Holders;

(2) to hold all moneys delivered to it hereunder for the purchase of Series 2024A Bonds in trust for the exclusive benefit of the Person that shall have so delivered such moneys until the Series 2024A Bonds purchased with such moneys shall have been delivered to it for the account of such Person and, thereafter, for the benefit of the Holders tendering such Series 2024A Bonds;

(3) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Borrower, the Authority, the Bond Trustee, the Remarketing Agent, the Liquidity Facility Provider and Credit Facility Provider at all reasonable times; and

(4) for any Series 2024A Bonds in the Commercial Paper Mode, the Tender Agent shall assign such CUSIP numbers to the Series 2024A Bonds on each Rate Determination Date as provided in Section 205.

(B) If and to the extent required by the terms of any Liquidity Facility, the Tender Agent is authorized and directed to execute such Liquidity Facility. The Tender Agent shall be entitled to the protections, indemnities, immunities and limitations from liability afforded the Bond Trustee hereunder in the performance of its duties.

Section 514. Qualifications of Tender Agent. (A) The Tender Agent and each successor Tender Agent shall be a commercial bank with trust powers or trust company duly organized under the laws of the United States of America or any state or territory thereof, and authorized by law to perform all duties imposed upon it hereunder. The Tender Agent shall have an office, affiliate office or agency in New York, New York. The Tender Agent may at any time resign and be discharged of its duties and obligations by giving at least 60 days' notice to the Authority, the Bond Trustee, the Remarketing Agent, the Liquidity Facility Provider, the Credit Facility Provider, all Holders of Series 2024A Bonds then Outstanding and the Borrower. Any Tender Agent may be removed at any time by the Authority upon the Written Request of the Borrower and notice to the Bond Trustee, the Remarketing Agent, the Liquidity Facility Provider, and each Rating Agency then rating the Series 2024A Bonds. Any resignation or removal of the Tender Agent and appointment of a successor Tender Agent shall become effective upon acceptance of appointment by the successor Tender Agent. Successor Tender Agents may be appointed from time to time by the Borrower if not objected to by the Authority or the Liquidity Facility Provider (if any). If no successor Tender Agent shall have been so appointed and accepted appointment within sixty (60) days of such resignation or removal in the manner herein provided, the Tender Agent or Holders of not less than a majority in aggregate principal amount of the Series 2024A Bonds then outstanding may petition any court of competent jurisdiction for the appointment of a successor Tender Agent until a successor shall have been appointed as above provided. The Bond Trustee shall provide notice of such successor Tender Agent to all Holders of the Series 2024A Bonds.

(B) Upon the resignation or removal of a Tender Agent, such Tender Agent shall deliver any Series 2024A Bonds, the Liquidity Facility (if the Tender Agent is the beneficiary under the Liquidity Facility) and moneys held by it in such capacity to its successor.

(C) Notwithstanding any other provision to the contrary contained herein, any corporation or association into which the Tender Agent may be converted or merged, or with which it may be consolidated, or to which it may be consolidated, or to which it may sell or transfer its municipal corporate trust business and assets as a whole or substantially as a whole, shall become successor Tender Agent hereunder and fully vested with all of the rights, powers, trusts, duties and obligations of Tender Agent hereunder, without the execution or filing of any instrument or any further act.

ARTICLE VI

GENERAL COVENANTS

Section 601. Payment of Principal, Premium, If Any, and Interest. Subject to the limited source of payment hereinafter referred to, the Authority covenants that it will promptly pay the principal of, premium, if any, and interest on every Series 2024A Bond issued under this Bond Indenture at the place, on the dates and in the manner provided herein and in such Series 2024 Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Series 2024A Bonds are payable solely from (i) payments or prepayments by the Borrower upon the Loan, (ii) payments under the Loan Agreement (except pursuant to Unassigned Rights), (iii) certain funds and investments held by the Bond Trustee under this Bond Indenture and (iv) under certain circumstances, certain proceeds of insurance or condemnation awards or sales consummated under threat of condemnation, and income from investment of any of the foregoing, all of which are hereby specifically assigned and pledged to the payment of the Series 2024A Bonds in the manner and to the extent herein specified, and nothing in the Series 2024A Bonds or in this Bond Indenture shall be considered as assigning or pledging any funds or assets of the Authority (except the moneys, the Loan Agreement and the 2024-2 Master Indenture Obligation pledged under this Bond Indenture and then only to the extent herein provided).

Section 602. Performance of Covenants: Legal Authorization. The Authority covenants that it will faithfully perform on its part at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; provided, however, that except for the matters set forth in any documents relating to payment of the Series 2024A Bonds, the Authority shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Borrower or by the Bond Trustee, or shall have received the instrument to be executed and at the option of the Authority shall have received from the party requesting such action or execution assurance satisfactory to the Authority that the Authority shall be reimbursed for its reasonable expenses, including legal counsel fees, incurred or to be incurred in connection with taking such action or executing such instrument. The Authority covenants that it is duly authorized under the Constitution and the laws of the State of Tennessee, including particularly the Act and the Final Bond Resolution to issue the Series 2024A Bonds authorized hereby and to execute this Bond Indenture, to grant the security interest herein provided, to assign and pledge the Loan Agreement and the 2024-2 Master Indenture Obligation (except as otherwise provided herein) and to assign and pledge the amounts hereby assigned and pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Series 2024A Bonds and the execution and delivery of this Bond Indenture has been duly and effectively taken, and that the Series 2024A

Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Authority according to the terms thereof and hereof. Anything contained in this Bond Indenture to the contrary notwithstanding, it is hereby understood that none of the covenants of the Authority contained in this Bond Indenture are intended to create a general obligation of the Authority.

Section 603. Instruments of Further Assurance. The Authority represents that the pledge and assignment of the Loan Agreement and the 2024-2 Master Indenture Obligation (other than Unassigned Rights) to the Bond Trustee hereby made is valid and lawful. The Authority covenants that it will defend its interest in the trust estate and the assignment thereof to the Bond Trustee, for the benefit of the holders and owners of the Series 2024A Bonds, against the claims and demands of all persons whomsoever. The Authority covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Bond Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Bond Trustee, the Loan Agreement, the 2024-2 Master Indenture Obligation and all payments thereon and thereunder (except pursuant to Unassigned Rights) pledged hereby to the payment of the principal of, premium, if any, and interest on the Series 2024A Bonds.

Section 604. Recording and Filing. In order to perfect the security interest of the Bond Trustee in the trust estate, the Authority, to the extent permitted by law, will execute such security agreements or financing statements, naming the Bond Trustee as assignee and pledgee of the trust estate assigned and pledged under this Bond Indenture for the payment of the principal of, premium, if any, and interest on the Series 2024A Bonds and as otherwise provided herein, and the Borrower will cause the same to be duly filed and recorded, as the case may be, in the appropriate state and county offices as required by the provisions of the Uniform Commercial Code or other similar law as adopted in the appropriate state, as from time to time amended. To continue the security interest evidenced by such security agreements or financing statements, the Bond Trustee, solely with respect to security agreements or financing statements for which it is the debtor or assignee of the debtor and filed copies of which have been provided to the Bond Trustee, at the sole expense of the Borrower, shall file and record or cause to be filed and recorded such necessary continuation statements or supplements thereto and other instruments from time to time as may be required pursuant to the provisions of the said Uniform Commercial Code or other similar law to fully preserve and protect the security interest of the Bond Trustee in the trust estate. The Authority, to the extent permitted by law, at the expense of the Borrower, shall execute and cause to be executed any and all further instruments as shall be reasonably required by the Bond Trustee for such protection and perfection of the interests of the Bond Trustee or the registered owners, and the Bond Trustee shall file and refile or cause to be filed and refiled such instruments which shall be necessary to preserve and perfect the lien of this Bond Indenture upon the trust estate until the principal of, premium, if any, and interest on the Series 2024A Bonds issued hereunder shall have been paid or provision for their payment shall be made as herein provided.

Notwithstanding anything to the contrary contained herein, the Bond Trustee shall not be responsible for any initial filings of any financings statements, continuation statements, or the information contained therein (including the exhibits thereto), the perfection of any such security interests or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings required by any amendments to applicable law, and unless the Bond Trustee shall have been notified by the Borrower or the

Authority that any such initial filing or description of collateral was or has become defective, the Bond Trustee shall be fully protected in relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto and in filing any continuation statements in the same filing offices as the initial filings were made.

Section 605. Required Reporting to the Authority. The Bond Trustee shall keep, or cause to be kept, proper books of records and accounts in which complete and accurate entries shall be made of all funds and accounts established by or pursuant to this Bond Indenture, which shall at all reasonable times be subject to the inspection by the Authority, or owners (or a designated representative thereof).

Section 606. Bond Register. The Bond Trustee shall keep the Bond Register on file at its office. At reasonable times and under reasonable regulations established by the Bond Trustee, the Bond Register may be inspected and copied by the Borrower, the Authority or the authorized representative of any holder or holders of ten percent (10%) or more in principal amount of the Series 2024A Bonds outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Bond Trustee.

Section 607. Rights under the Loan Agreement and the 2024-2 Master Indenture Obligation. The Authority agrees that the Bond Trustee in its own name or in the name of the Authority may enforce all rights of the Authority and all obligations of the Borrower under and pursuant to the Loan Agreement for and on behalf of the Bondholders (other than the Unassigned Rights), whether or not the Authority is in default hereunder. The Bond Trustee shall be considered the holder of the 2024-2 Master Indenture Obligation for the purposes of the provisions of the Master Indenture.

Section 608. Designation of Additional Paying Agents. The Authority with the consent of the Borrower (which consent shall not unreasonably be withheld) may cause the necessary arrangements to be made through the Bond Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of such of the Series 2024A Bonds as shall be presented when due at the designated corporate trust office of the Bond Trustee, or its successor in trust hereunder, or at the designated office of said alternate Paying Agents. Any Paying Agent shall be a commercial bank with trust powers or trust company duly organized under the laws of the United States of America or any state or territory thereof, and authorized by law to perform all duties imposed upon it hereunder. The Paying Agent shall have an office, affiliate office or agency in New York, New York. The Paying Agent may at any time resign and be discharged of its duties and obligations by giving at least 60 days' notice to the Authority, the Bond Trustee, the Remarketing Agent, the Liquidity Facility Provider, the Tender Agent, the Credit Facility Provider, all Holders of Series 2024A Bonds then Outstanding and the Borrower. Any Paying Agent may be removed at any time by the Authority upon the Written Request of the Borrower and notice to the Bond Trustee, the Remarketing Agent, the Liquidity Facility Provider, the Tender Agent and each Rating Agency then rating the Series 2024A Bonds. Any resignation or removal of a Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent. Any Paying Agent and each successor Paying Agent appointed in accordance with this Bond Indenture shall designate its principal corporate office and signify its

acceptance of the duties and obligations imposed upon it as described herein by a written instrument of acceptance delivered to the Authority, the Bond Trustee and the Borrower.

Section 609. Liquidity Facility; Substitute Liquidity Facility. Pursuant to Section 9.4 of the Loan Agreement, the Borrower may elect to maintain a Liquidity Facility or Substitute Liquidity Facility in certain circumstances. The Bond Trustee shall have the obligation to hold and maintain or cause the Tender Agent to hold and maintain any Liquidity Facility or Substitute Liquidity Facility for the benefit of the owners of the Series 2024A Bonds entitled to the benefits thereof until it terminates in accordance with its terms.

If at any time during the term of any Liquidity Facility or Substitute Liquidity Facility, the Bond Trustee is acting as Tender Agent and any successor Bond Trustee shall be appointed and qualified under this Bond Indenture, the resigning Bond Trustee shall request that the provider of the Liquidity Facility or Substitute Liquidity Facility transfer it or provide a copy of it to the successor Bond Trustee. If the resigning Bond Trustee fails to make this request, the successor Bond Trustee shall do so or cause the Tender Agent to hold and maintain before accepting appointment. If at any time during the term of any Liquidity Facility or Substitute Liquidity Facility any successor Tender Agent shall be appointed and qualified under this Bond Indenture, the Bond Trustee shall cause the resigning Tender Agent to request that the provider of the Liquidity Facility or Substitute Liquidity Facility transfer it (or provide a copy of it, as applicable) to the successor Tender Agent. If the resigning Tender Agent fails to make this request, the Bond Trustee shall cause the successor Tender Agent to do so before accepting appointment.

When any Liquidity Facility or Substitute Liquidity Facility expires in accordance with its terms, the Bond Trustee shall, or shall cause the Tender Agent to immediately surrender it to the provider thereof or return any copy thereof to the Borrower, as applicable. Upon the effective date of the Substitute Liquidity Facility, the Bond Trustee or Tender Agent, as applicable, shall surrender the Liquidity Facility previously in effect to the Liquidity Facility Provider which issued it or return any copy thereof to the Borrower, as applicable; provided, however, that the Bond Trustee or Tender Agent, as applicable, shall not surrender the Liquidity Facility if any draws thereon have not been paid.

Section 610. Credit Facility and Renewal Credit Facility.

(A) *Credit Facility.* Pursuant to Section 9.5 of the Loan Agreement, the Borrower may elect to provide a Credit Facility when the Series 2024A Bonds are in an Eligible Moneys Mode. The Bond Trustee shall have the obligation to hold and maintain any Credit Facility so provided for the benefit of the owners of the Series 2024A Bonds until such Credit Facility terminates in accordance with its terms. The Series 2024A Bonds shall be initially issued without the support of a Credit Facility.

If at any time during the term of a Credit Facility any successor Bond Trustee shall be appointed and qualified under this Bond Indenture, the resigning Bond Trustee shall request that the Credit Facility Provider transfer the Credit Facility to the successor Bond Trustee. If the resigning Bond Trustee fails to make this request, the successor Bond Trustee shall do so before accepting appointment. When a Credit Facility expires in accordance with its terms, the Bond Trustee shall immediately surrender it to the Credit Facility Provider.

(B) *Renewal Credit Facility.* The Borrower may, subject to the provisions of the Reimbursement Agreement, at least 15 days prior to the expiration date of an existing Credit Facility arrange for the deposit with the Bond Trustee of a Renewal Credit Facility in substitution for the existing Credit Facility. In connection with such renewal, the Bond Trustee shall also receive an opinion of counsel for the Credit Facility Provider issuing the Renewal Credit Facility in substantially the form of the opinion as to the due authorization, execution, delivery and enforceability of the existing Credit Facility delivered to the Bond Trustee upon issuance of the existing Credit Facility; provided, however, no such opinion shall be required if the Renewal Credit Facility only extends the expiration date of the Credit Facility being renewed. Upon delivery of a Renewal Credit Facility, the Bond Trustee shall promptly give written notice by first class mail, postage prepaid, to the owners of the Series 2024A Bonds that a Renewal Credit Facility and, if applicable, a renewal Reimbursement Agreement will secure the Series 2024A Bonds.

Section 611. Substitute Credit Facility.

(a) The Borrower may, subject to the provisions of the Reimbursement Agreement, at any time arrange for the deposit with the Bond Trustee of a Substitute Credit Facility in substitution for an existing Credit Facility. The Borrower shall cause a draft of such Substitute Credit Facility, a draft, if applicable, of the related substitute Reimbursement Agreement, a draft of any supplemental bond indenture required to be executed in connection with the delivery of the Substitute Credit Facility and appropriate information concerning the Credit Facility Provider which will issue such Substitute Credit Facility have been submitted to the Authority and the Bond Trustee at least 20 days prior to the date such Substitute Credit Facility is to become effective, and appropriate information concerning the Credit Facility Provider which will issue the Substitute Credit Facility has been submitted to each Rating Agency then maintaining a rating on the Series 2024A Bonds.

(b) The Bond Trustee shall give notice to the owners of the Series 2024A Bonds not later than 10 days prior to such substitution becoming effective that (i) the Credit Facility is being replaced by such Substitute Credit Facility, and (ii) the Series 2024A Bonds are required to be tendered for purchase in accordance with Section 508 hereof.

(c) Upon the effective date of the Substitute Credit Facility, the Bond Trustee shall surrender the Credit Facility previously in effect to the Credit Facility Provider which issued it; provided, however, that the Bond Trustee shall not surrender the Credit Facility if any draws thereon have not been paid.

Section 612. Release and Substitution of 2024-2 Master Indenture Obligation upon Delivery of Replacement Master Indenture. At the option of the Borrower and without the consent of any Holders, the Master Indenture, shall, upon the delivery of a Replacement Master Indenture upon the terms and conditions set forth in Section 7.03 of the Master Indenture, be replaced with a Replacement Master Indenture.

Upon satisfaction of such conditions (i) the 2024-2 Master Indenture Obligation shall be deemed to be a note or obligation issued under and entitled to the security and benefits of the Replacement Master Indenture without the necessity of any amendment, exchange or replacement

of the 2024-2 Master Indenture Obligation, unless and until the 2024-2 Master Indenture Obligation is exchanged for or replaced with a note or obligation issued under and entitled to the benefits of the Replacement Master Indenture in accordance with the terms and conditions of the Replacement Master Indenture; (ii) references herein, in the Loan Agreement and in the Series 2024A Bonds to the Master Indenture shall become references to the Replacement Master Indenture; (iii) references herein, in the Loan Agreement and in the Series 2024A Bonds to the Master Trustee shall become references to the replacement master trustee under the Replacement Master Indenture; (iv) references herein, in the Loan Agreement and in the Series 2024A Bonds to the Obligated Group Members shall become references to the obligated group and the members of the obligated group under the Replacement Master Indenture; and (v) references herein, in the Loan Agreement and in the Series 2024A Bonds to the Supplement No. 13 shall become references to the supplemental master indenture, if any, pursuant to which any substitute 2024-2 Master Indenture Obligation shall be issued.

ARTICLE VII

REMEDIES

Section 701. Extension of Payment; Penalty. In case the time for the payment of the principal of or the interest on any Bonds shall be extended, whether or not such extension be by or with the consent of the Authority, such principal or such interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Bond Indenture except subject to the prior payment in full of the principal of all Bonds then outstanding and of all interest thereon, the time for the payment of which shall not have been extended.

Section 702. Events of Default. Each of the following events is hereby declared an “event of default,” that is to say, if:

- (a) payment of any installment of interest payable on any of the Series 2024A Bonds shall not be made when the same shall become due and payable; or
- (b) payment of the principal of or the premium, if any, payable on any of the Series 2024A Bonds shall not be made when the same shall become due and payable, either at maturity, by proceedings for redemption, upon acceleration, through failure to make any payment to any fund hereunder or otherwise; or
- (c) payment of any amount due in respect of the Purchase Price of tendered Bonds shall not be made from any source (including the Borrower) when the same shall become due and payable (other than with respect to Bonds in the R-FLOATs Rate Mode); or
- (d) the Authority shall for any reason be rendered incapable of fulfilling its obligations hereunder; or
- (e) an order or decree shall be entered, appointing a receiver, receivers, custodian or custodians for any of the revenues of the Authority, or approving a petition filed against the Authority seeking reorganization of the Authority under the federal bankruptcy laws or any other similar law or statute of the United States of America or any

state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the Authority, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof; or

(f) any proceeding shall be instituted, with the consent or acquiescence of the Authority, or any plan shall be entered into by the Authority, for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from any part or all of the trust estate, including the revenues and other moneys derived by the Authority under the 2024-2 Master Indenture Obligation or the Loan Agreement; or

(g) the Authority (1) files a petition in bankruptcy or under Title 11 of the United States Code, as amended, (2) makes an assignment for the benefit of its creditors, (3) consents to the appointment of a receiver, custodian or trustee for itself or for the whole or any part of the trust estate, including the revenues and other moneys derived by the Authority under the 2024-2 Master Indenture Obligation or the Loan Agreement, or (4) is generally not paying its debts as such debts become due; or

(h) (1) the Authority is adjudged insolvent by a court of competent jurisdiction, (2) on a petition in bankruptcy filed against the Authority it is adjudged as bankrupt, or (3) an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Authority, a receiver, custodian or trustee of the Authority or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(i) the Authority shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(j) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property, and such custody or control shall not be terminated within thirty days from the date of assumption of such custody or control; or

(k) any event of default as defined in the Loan Agreement or in the 2024-2 Master Indenture Obligation shall occur and be continuing from and after the date the Authority is entitled under the Loan Agreement to request that the Master Trustee declare the 2024-2 Master Indenture Obligation to be immediately due and payable, or such event of default shall be continuing from and after the date on which the Master Trustee is entitled under the Master Indenture to declare the 2024-2 Master Indenture Obligation immediately due and payable, or the Master Trustee shall declare the 2024-2 Master Indenture Obligation immediately due and payable; or

(l) the Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Series 2024A

Bonds or in this Bond Indenture or any agreement supplemental hereto to be performed on the part of the Authority, and such default shall continue for the period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority and the Borrower by the Bond Trustee which notice the Bond Trustee may give in its discretion and must give at the written request of the owners of not less than a majority in aggregate principal amount of the Series 2024A Bonds then Outstanding hereunder exclusive of Bonds then owned by the Authority or any Member; provided that, if such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured, the failure of the Authority to remedy such default within such 30 day period shall not constitute a default hereunder if the Authority shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch and the same shall in all events be cured within 60 days after written notice thereof from the Bond Trustee to the Authority and the Borrower; or

(m) during any Bank Rate Period, the Bond Trustee receives written notice from the Purchaser to the effect that an event of default has occurred under the Continuing Covenant Agreement which notice may include a direction to accelerate the Series 2024A Bonds.

Upon request, the Authority or the Borrower, to the extent applicable, shall within the applicable period furnish to the Bond Trustee a certificate certifying that the applicable default set forth in (l) above is such that it cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured and that the Authority or the Borrower, as applicable, is using commercially reasonable efforts after receipt of such notice to commence with due diligence and dispatch the curing of such default and having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch and the same in all events be cured within 60 days after written notice thereof Bond Trustee to the Authority and the Borrower. The Authority or the Borrower, as applicable shall notify the Bond Trustee when such default has been corrected. The Bond Trustee shall be entitled to rely upon any such certificates given pursuant to this Section.

Subject to the provisions of the last paragraph of Section 402 hereof, the Bond Trustee shall give the Borrower Immediate Notice of any failure of the Borrower to pay any installment of interest, principal or premium on the Master Note or any other payment required by Section 7.1 or Section 7.2 of the Loan Agreement on the date when the same shall become due and payable, whether upon a scheduled Interest Payment Date, at the Maturity Date, upon any date fixed for prepayment, by acceleration or otherwise.

Written notice of the occurrence of the foregoing events of default and the continuation of the same for the period, if any, specified in said paragraphs, shall be given by the Bond Trustee to the Credit Facility Provider.

Section 703. Acceleration. (A) Upon the happening of any event of default hereunder, the Bond Trustee:

(i) may, with the prior written consent of the Credit Facility Provider (if any) or the Purchaser (if any) or with the prior written consent of the holders of not less than a majority in aggregate principal amount of the Series 2024A Bonds then Outstanding hereunder (including, without limitation, Liquidity Facility Bonds), if no Credit Facility Provider or Purchaser, with respect to the occurrence of an event of default specified in Sections 702(c) through (l); and

(ii) must

(a) with respect to the occurrence of an event of default specified in Section 702(a) or (b) and with the prior written consent of the Credit Facility Provider (if any) or the Purchaser (if any), or with the prior written consent of the holders of not less than a majority in aggregate principal amount of the Series 2024A Bonds then Outstanding hereunder (including, without limitation, Liquidity Facility Bonds), if no Credit Facility Provider or Purchaser, or

(b) with respect to the occurrence of an event of default specified in Section 702(m), as directed by the Purchaser in writing, or

(c) (A) upon the prior written request of the Credit Facility Provider (if any) or the Purchaser (if any) or (B) upon the prior written request of the holders of not less than a majority in aggregate principal amount of the Series 2024A Bonds then outstanding hereunder (exclusive of Series 2024A Bonds then owned by the Authority or any Member of the Obligated Group but including Liquidity Facility Bonds) with the written consent of the Credit Facility Provider (if any) or the Purchaser (if any), with respect to the occurrence of any other event of default (other than those specified in Sections 702(a), (b) and (m)),

by notice in writing delivered to the Authority, declare the entire principal amount of the Series 2024A Bonds then outstanding hereunder and the interest accrued thereon, immediately due and payable, and the entire principal and interest shall thereupon become and be immediately due and payable, subject, however, to the provisions of Section 711 hereof with respect to waivers of events of default.

(B) Upon the happening of any Liquidity Facility Event of Default, the Bond Trustee shall, upon the written request of the Liquidity Facility Provider, by notice in writing delivered to the Authority, with a copy to the Borrower, declare the entire principal amount of the Liquidity Facility Bonds and the interest accrued thereon, immediately due and payable, and the entire principal and interest shall thereupon become and be immediately due and payable, subject, however, to the provisions of Section 711 hereof with respect to waivers of Events of Default.

(C) The Bond Trustee shall give notice thereof by first class mail, postage prepaid, to all owners of outstanding Series 2024A Bonds, the Authority, the Borrower, the Credit Facility Provider (if any) and the Liquidity Facility Provider (if any); provided, however, that the giving of such notice shall not be considered a precondition to the Bond Trustee declaring the entire

principal amount of the Series 2024A Bonds then outstanding and the interest thereon immediately due and payable. So long as a Credit Facility is in effect and on deposit with the Bond Trustee, the Bond Trustee shall draw on the Credit Facility to pay principal of and interest on the Series 2024A Bonds no later than one Business Day after the date the Series 2024A Bonds are declared due and payable.

(D) Upon any acceleration under this Section 703, the Bond Trustee, as the registered owner of the Master Note, shall request an acceleration of the Master Note under the terms and conditions set forth in the Master Indenture.

Section 704. Remedies; Rights of Bondholders. Upon the occurrence of any event of default the Bond Trustee may, with the prior written consent of the Credit Facility Provider (if any) or the Purchaser (if any) or with the prior written consent of the holders of not less than a majority in aggregate principal amount of the Series 2024A Bonds then Outstanding hereunder (including, without limitation, Liquidity Facility Bonds), if no Credit Facility Provider or Purchaser, pursue any available remedy, including a suit at law or in equity to: (a) enforce the payment of the principal of, premium, if any, and interest on the Series 2024A Bonds outstanding hereunder, (b) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the owners under, and require the Authority or the Borrower to carry out any agreements with or for the benefit of the owners of Series 2024A Bonds and to perform its or their duties under, the Act, the Master Note, the Loan Agreement and this Bond Indenture, provided that any such remedy may be taken only to the extent permitted under the applicable provisions of the Loan Agreement or this Bond Indenture, as the case may be; (c) bring suit upon the Series 2024A Bonds; or (d) by action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of Series 2024A Bonds.

If an event of default shall have occurred, and if the Bond Trustee shall have been requested to do so in writing by the Credit Facility Provider (if any), by the Purchaser (if any) or by the owners of not less than a majority in aggregate principal amount of Series 2024A Bonds then outstanding (including, without limitation, Liquidity Facility Bonds), with the written consent of the Credit Facility Provider (if any) or the Purchaser (if any) and the Bond Trustee shall have been indemnified as provided in Section 801 hereof, the Bond Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section as the Bond Trustee shall deem most expedient in the interests of the owners of Series 2024A Bonds; provided, however, that the Bond Trustee shall have the right to decline to comply with any such written request or direction if the Bond Trustee shall be advised by counsel (who may be its own counsel) that the action so requested may not lawfully be taken or the Bond Trustee in good faith shall determine that such action would be unjustly prejudicial to the holders of Series 2024A Bonds not parties to such request.

Upon the occurrence of any event of default under Section 702 which gives rise to an acceleration of the maturity of the Series 2024A Bonds during any Eligible Moneys Mode supported by a Credit Facility, the Bond Trustee shall request payment under the Credit Facility, if any, of an amount which is equal to the full amount of principal and accrued interest remaining unpaid on the Eligible Bonds that are covered by the Credit Facility. All proceeds of such a draw under the Credit Facility, if any, shall be deposited in the LOC Principal Account of the Bond Sinking Fund and the LOC Interest Account of the Interest Fund, as the case may be. The Bond

Trustee shall immediately pay the proceeds of such draw to the Holders of the Series 2024A Bonds and the Series 2024A Bonds shall cease to accrue interest pursuant to Section 1101 hereof.

No remedy by the terms of this Bond Indenture conferred upon or reserved to the Bond Trustee (or to the holders of Series 2024A Bonds, a Purchaser, or a Credit Facility Provider) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bond Trustee, the holders of Series 2024A Bonds, a Purchaser, or a Credit Facility Provider hereunder now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Bond Trustee, a Credit Facility Provider, a Purchaser or by the holders of Series 2024A Bonds, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

When the Bond Trustee incurs expenses or renders services after the occurrence of an act of bankruptcy with respect to the Authority, the Borrower or any Member of the Obligated Group, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 705. Direction of Proceedings by Bondholders. The Credit Facility Provider, if any, the Purchaser, if any, or the owners of not less than a majority in aggregate principal amount of Outstanding Series 2024A Bonds then outstanding (with the written consent of the Credit Facility Provider, if any, or the Purchaser, if any) shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Bond Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Bond Indenture, including the enforcement of the rights of the Authority under the Loan Agreement or the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Bond Indenture.

Section 706. Appointment of Receivers. Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bond Trustee and the holders of Bonds under this Bond Indenture, the Bond Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the rights and properties pledged hereunder and of the revenues, issues, payments and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 707. Application of Moneys. All moneys received by the Bond Trustee or by any receiver pursuant to any right given or action taken under the provisions of this Article with respect to an Event of Default shall, after payment of the cost and expenses of the proceedings

resulting in the collection of such moneys and of the fees of, and the expenses, liabilities and advances incurred or made by the Bond Trustee, including the reasonable fees and disbursements of its counsel related thereto and the creation of a reserve for anticipated costs and expenses (provided, however, that the Bond Trustee shall not have a prior right to payment from any amounts drawn under any Credit Facility or any Liquidity Facility, and any amount drawn under such Credit Facility or such Liquidity Facility shall be applied solely to pay the principal of and interest on the Eligible Bonds or to pay the purchase price of tendered Eligible Bonds, as applicable), be deposited in the Revenue Fund and all moneys (other than moneys for the payment of Series 2024A Bonds which have previously matured or otherwise become payable prior to such Event of Default or for the payment of interest which became due prior to such Event of Default) in the Funds maintained by the Bond Trustee under Article III and IV shall be applied as follows:

(a) Unless the principal of all the Series 2024A Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST: To the payment to the Persons entitled thereto of all installments of interest then due on the Series 2024A Bonds (including without limitation Bonds purchased with a draw under a Credit Facility or a Liquidity Facility and interest draws under a Credit Facility honored by a Credit Facility Provider for which the Credit Facility Provider has not been reimbursed pursuant to the related Reimbursement Agreement), in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or privilege;

SECOND: To the payment to the Persons entitled thereto of the unpaid principal (including unpaid premium, if any) of any of the Series 2024A Bonds (including without limitation Bonds purchased with a draw under a Credit Facility or a Liquidity Facility and principal draws under a Credit Facility honored by a Credit Facility Provider for which the Credit Facility Provider has not been reimbursed pursuant to the Reimbursement Agreement) which shall have become due (other than Series 2024A Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Bond Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Series 2024A Bonds due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege;

THIRD: To the payment of amounts, if any, payable pursuant to the Tax Certificate and Agreements;

FOURTH: To the payment to the Persons entitled thereto of unpaid principal and interest due and owing on any Series 2024A Bonds, the payment of principal and interest of which has been extended in the manner described in Section 701 hereof; and

FIFTH: To the payment of amounts, if any, payable to the Credit Facility Provider pursuant to the Reimbursement Agreement or to the Purchaser pursuant to the Continuing Covenant Agreement.

(b) If the principal of all the Series 2024A Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied:

FIRST: To the payment of the principal (including unpaid premium, if any) and interest then due and unpaid upon the Series 2024A Bonds (including without limitation Bonds purchased with a draw under a Credit Facility or a Liquidity Facility and interest draws under a Credit Facility honored by a Credit Facility Provider for which the Credit Facility Provider has not been reimbursed pursuant to the related Reimbursement Agreement), without preference or priority of principal or interest over the other, or of any installment of interest over any other installment of interest, or of any Series 2024A Bond over any other Series 2024A Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or privilege;

SECOND: To the payment of the principal (including unpaid premium, if any) and interest when due and unpaid upon Series 2024A Bonds (including without limitation Bonds purchased with a draw under a Credit Facility or a Liquidity Facility and principal draws under a Credit Facility honored by a Credit Facility Provider for which the Credit Facility Provider has not been reimbursed pursuant to the Reimbursement Agreement) with respect to which the payment of principal and interest has been extended as described in Section 701 hereof;

THIRD: To the payment of amounts, if any, payable pursuant to the Tax Certificate and Agreements; and

FOURTH: To the payment of amounts, if any, payable to the Credit Facility Provider pursuant to the Reimbursement Agreement or to the Purchaser pursuant to the Continuing Covenant Agreement.

(c) If the principal of all the Series 2024A Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all the Series 2024A Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied by the Bond Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Bond Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Bond Trustee shall apply such moneys (which shall not include the application of moneys upon the occurrence of an acceleration pursuant to Section 703 hereof), it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable, or, with

respect to payments of Defaulted Interest, shall be such date as is required by the last paragraph of Section 202 hereof) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Bond Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and of the Special Record Date by mailing a copy of such notice by first class mail to the registered owners of the Series 2024A Bonds, at least 10 days prior to the Special Record Date. The Bond Trustee shall not be required to make payment to the holder of any Series 2024A Bond until such Series 2024A Bond shall be presented to the Bond Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all Series 2024A Bonds and interest thereon have been paid under the provisions of this Section 707, all expenses and charges of the Bond Trustee have been paid and all amounts due and owing to the Liquidity Facility Provider, if any, and the Purchaser, if any, hereunder and under the Continuing Covenant Agreement, have been paid, any balance remaining shall be paid to the Persons entitled to receive the same; if no other Person shall be entitled thereto, then the balance shall be paid to the Borrower.

Section 708. Remedies Vested in Bond Trustee. All rights of action, including the right to file proof of claims under this Bond Indenture or under any of the Series 2024A Bonds, may be enforced by the Bond Trustee without the possession of any of the Series 2024A Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Bond Trustee shall be brought in its name as Bond Trustee without the necessity of joining as plaintiffs or defendants any holders of the Series 2024A Bonds. Any recovery of judgment shall be, except as provided in Section 701 hereof, for the equal benefit of the holders of the outstanding Bonds.

Section 709. Rights and Remedies of Bondholders. No holder of any Series 2024A Bond (other than the Credit Facility Provider, if any, or the Purchaser, if any) shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Bond Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default shall have become an Event of Default and the Credit Facility Provider (if any), the Purchaser (if any) or the owners of not less than a majority in aggregate principal amount of Series 2024A Bonds then outstanding (including, without limitation, Liquidity Facility Bonds), with the prior written consent of the Credit Facility Provider (if any) or the Purchaser (if any), shall have made written request to the Bond Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and unless also they have offered to the Bond Trustee indemnity as provided in Section 801 hereof, and unless the Bond Trustee shall thereafter fail or refuse to exercise the power hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Bond Trustee to be conditions precedent to the execution of the powers and trusts of this Bond Indenture and to any action or cause of action for the enforcement of this Bond Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Series 2024A Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Bond Indenture by any action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner

herein provided and for the equal benefit of the holders of all Series 2024A Bonds outstanding. Nothing in this Bond Indenture contained shall, however, affect or impair (a) the right of the Credit Facility Provider, the Purchaser or any other holder to enforce the payment of the principal of and interest on any Series 2024A Bond at and after the maturity thereof, or (b) the obligation of the Authority to pay the principal of and interest on each of the Series 2024A Bonds issued hereunder to the respective holders thereof at the time and place, from the source and in the manner in said Series 2024A Bonds expressed.

Section 710. Termination of Proceedings. In case the Bond Trustee shall have proceeded to enforce any right under this Bond Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Bond Trustee, then and in every case the Authority and the Bond Trustee shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder with respect to the property pledged and assigned hereunder, and all rights, remedies and powers of the Bond Trustee shall continue as if no such proceedings had been taken.

Section 711. Waiver of Events of Default. The Bond Trustee may, with the prior written consent of the Credit Facility Provider (if any) or the Purchaser (if any), or with the prior written consent of the holders of not less than a majority in aggregate principal amount of the Series 2024A Bonds then Outstanding hereunder (including, without limitation, Liquidity Facility Bonds), if no Credit Facility Provider or Purchaser, and shall, upon the written direction of the Credit Facility Provider (if any) or the Purchaser (if any) or the holders of not less than a majority in aggregate principal amount of the Series 2024A Bonds then Outstanding hereunder (including, without limitation, Liquidity Facility Bonds), if no Credit Facility Provider or Purchaser, waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal, and shall do so, with the prior written consent of the Credit Facility Provider (if any) or the Purchaser (if any) or the holders of not less than a majority in aggregate principal amount of the Series 2024A Bonds then Outstanding hereunder (including, without limitation, Liquidity Facility Bonds), if no Credit Facility Provider or Purchaser, upon being indemnified to its satisfaction and receipt of the written request of the holders of (a) at least a majority in aggregate principal amount of all the Series 2024A Bonds outstanding in respect of which default in the payment of principal and/or interest exists, or (b) at least a majority in aggregate principal amount of all the Series 2024A Bonds outstanding in the case of any other event of default; provided, however, that there shall not be waived (i) any Event of Default in the payment of the principal of any outstanding Series 2024A Bonds when due whether by mandatory redemption through the Bond Sinking Fund, at the dates of Maturity specified therein or otherwise other than principal due upon an acceleration of the Series 2024A Bonds, (ii) any default in the payment when due of the interest on any such Series 2024A Bonds, other than accrued interest due solely as a result of an acceleration of the Series 2024A Bonds, or (iii) when the Series 2024A Bonds are in an Eligible Moneys Mode covered by a Credit Facility, any failure to have Eligible Moneys on deposit in the Interest Fund, Bond Sinking Fund or Redemption Fund on any date on which interest or principal is payable on such Eligible Bonds covered by the Credit Facility in an amount sufficient to make all payments of principal and interest becoming due on such date on such Eligible Bonds in an Eligible Moneys Mode covered by a Credit Facility, unless prior to such waiver or rescission the Credit Facility shall be reinstated to an amount equal to the Required Stated Amount and unless prior to such waiver or rescission all arrears of interest, with interest thereon (to the extent permitted by law) at the rate borne by the Series 2024A Bonds in respect of which such default shall have occurred on

overdue installments of interest or all arrears of payments of principal when due, as the case may be, and all fees and expenses of the Bond Trustee, the Authority and any Paying Agent in connection with such default shall have been paid or provided for, including, but not limited to, the reasonable fees of their counsel.

In case of any such waiver or rescission or in case any proceeding taken by the Bond Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Authority, the Bond Trustee and the Bondholders shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 712. Borrower's Rights of Possession and Use of Property. So long as the Borrower is in full compliance with the terms and provisions of the Loan Agreement, the Borrower shall be suffered and permitted to possess, use and enjoy its Property and appurtenances thereto free of claims of the Authority and the Bond Trustee.

Section 713. Waiver of Redemption; Effect of Sale of the Credit Group's Property. The Authority, to the extent permitted by law, shall not claim any rights under any stay, valuation, exemption or extension law, and hereby waives any right of redemption which it may have in respect of any sale or other disposition of the Credit Group's Property pursuant to the rights and remedies granted under this Article VII. Upon the institution of any foreclosure proceedings or upon such sale or other disposition of the Credit Group's Property, or any acceleration of the maturity of the Series 2024A Bonds, the principal of all Bonds then outstanding hereunder, if not previously due and payable, shall without more become immediately due and payable.

Section 714. Notice of Default; Endorsement of 2024-2 Master Indenture Obligation. Upon the occurrence of any default hereunder of which the Bond Trustee is required to take notice or deemed to have notice, the Bond Trustee will promptly give written notice thereof to the Authority and the Borrower setting forth the nature of such default. Upon the occurrence of an event of default hereunder and in the event the Authority is requested by the Bond Trustee to endorse the 2024-2 Master Indenture Obligation as permitted under the Georgia Uniform Commercial Code, such endorsement may, in the discretion of the Authority, be without recourse.

ARTICLE VIII

THE BOND TRUSTEE

Section 801. Acceptance of the Trusts. The Bond Trustee accepts and agrees to execute the trusts imposed upon it by this Bond Indenture, but only upon the terms and conditions set forth herein. The Bond Trustee, prior to the occurrence of an event of default and after the curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Bond Indenture; the Bond Trustee shall not be liable in connection with the performance of such duties except for its own negligence and willful misconduct, and no implied covenants or obligations should be read into this Bond Indenture against the Bond Trustee. If any event of default under this Bond Indenture shall have occurred and be continuing, the Bond Trustee shall exercise such of the rights and powers vested in it by

this Bond Indenture and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs. The Bond Trustee agrees to perform such trusts only upon and subject to the following expressed terms and conditions:

(a) The Bond Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees and shall not be answerable for the conduct of the same if appointed with due care and shall be entitled to advice of counsel (which counsel may be counsel for the Authority or the Borrower) of its selection concerning all matters of trusts hereof and duties hereunder, and may in all cases pay such reasonable fees and compensation to any attorney, agent, receiver or employee retained or employed by it in connection herewith. The Bond Trustee may act upon the opinion or advice of an attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care or, if selected or retained by the Authority, approved by the Bond Trustee in the exercise of such care. The Bond Trustee shall not be responsible for any loss, liability, cost, fee, charge or damage resulting from any action or nonaction based on its good faith reliance upon such opinion or advice.

(b) Except for the express duties set forth in this Bond Indenture, the Bond Trustee shall not be responsible for any recital herein, or in the Series 2024A Bonds (except with respect to the certificate of authentication of the Bond Trustee endorsed on the Series 2024A Bonds), or for the investment, reinvestment and liquidation of moneys as herein permitted (except that no investment shall be made except in compliance with Section 406 hereof), or for the recording or re-recording, filing or re filing of this Bond Indenture, or any supplement or amendment thereto, or the filing of financing statements, or for the validity of the execution by the Authority of this Bond Indenture, or of any supplemental indentures or instruments of further assurance, or for the sufficiency of the security for the Series 2024A Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof. The Bond Trustee may (but shall be under no duty to) require of the Authority and the Borrower full information and advice as to the performance of the covenants, conditions and agreements in the Loan Agreement and shall make its best efforts, but without any obligation, to advise the Authority and the Borrower of any impending default known to the Bond Trustee. Except as otherwise provided in Section 704 hereof, the Bond Trustee shall have no obligation to perform any of the duties of the Authority under the Loan Agreement.

(c) The Bond Trustee shall not be accountable for the use or application by the Authority or the Borrower of any of the Series 2024A Bonds or the proceeds thereof or for the use or application of any money paid over by the Bond Trustee in accordance with the provisions of this Bond Indenture or for the use and application of money received by any Paying Agent. The Bond Trustee may become the owner of Bonds secured hereby with the same rights it would have if not Bond Trustee.

(d) The Bond Trustee shall be protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of Independent Counsel), affidavit, letter, telegram or other paper or document in good faith

deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Bond Trustee pursuant to this Bond Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Bond Trustee shall be entitled to conclusively rely upon a certificate signed on behalf of the Authority by its Chairman or Vice Chairman, Secretary, Assistant Secretary or Treasurer or such other officer as the Authority may designate as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Bond Trustee has been notified as provided in subsection (g) of this Section, or of which by said subsection it is deemed to have notice, may accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Bond Trustee may accept a certificate of the Chairman or Vice Chairman, Secretary, Assistant Secretary or Treasurer of the Authority or such other officer as the Authority may designate under its seal to the effect that a resolution in the form therein set forth has been adopted by the Authority as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(f) The permissive right of the Bond Trustee to do things enumerated in this Bond Indenture shall not be construed as a duty and the Bond Trustee shall not be answerable for other than its negligence or willful misconduct.

(g) The Bond Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except the failure of the payments to the Bond Trustee required to be made by Article IV unless the Bond Trustee shall be specifically notified in writing (and such notice contains a reference to the Series 2024A Bonds and this Bond Indenture) of such default by the Authority or by the holders of at least a majority in aggregate principal amount of all Bonds then outstanding, and all notices or other instruments required by this Bond Indenture to be delivered to the Bond Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Bond Trustee. In the absence of such notice so delivered, the Bond Trustee may conclusively assume there is no default except as aforesaid.

(h) The Bond Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Property of any Member of the Credit Group.

(i) At any and all reasonable times, the Bond Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all books, papers and records of the Authority pertaining to the

Series 2024A Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Bond Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Bond Indenture contained, the Bond Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Bond Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Bond Trustee deemed reasonably necessary for the purpose of establishing the right of the Authority to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Bond Trustee.

(l) Before taking any action under Article VII or Section 804 of this Bond Indenture other than making payments of principal and interest on the Series 2024A Bonds as the same becomes due or causing an acceleration of the Series 2024A Bonds whenever required by this Bond Indenture, the Bond Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to any present or future federal, state or local law, statute, ordinance, rule or regulation relating to hazardous substances or the protection of the environment, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

(m) All moneys received by the Bond Trustee or any Paying Agent shall, until used or applied or invested as provided in this Bond Indenture, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law or by this Bond Indenture. Neither the Bond Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as such as may be agreed upon in writing.

(n) The Bond Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Series 2024A Bonds, except for any information provided by the Bond Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Series 2024A Bonds.

(o) Notwithstanding the effective date of this Bond Indenture or anything to the contrary in this Bond Indenture, the Bond Trustee shall have no liability or responsibility for any act or event relating to this Bond Indenture which occurs prior to the date the Bond Trustee formally executes this Bond Indenture and commences acting as Bond Trustee hereunder.

(p) The Bond Trustee agrees to accept and act upon instructions or directions pursuant to this Bond Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the Borrower shall provide to the Bond Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Borrower elects to give the Bond Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Bond Trustee in its discretion elects to act upon such instructions, the Bond Trustee's understanding of such instructions shall be deemed controlling. The Bond Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bond Trustee's reliance upon and compliance with such instructions notwithstanding if such instructions conflict or are inconsistent with a subsequent written instruction. The Borrower agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Bond Trustee, including without limitation the risk of the Bond Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(q) The Bond Trustee shall not be required to risk, advance or expend its own funds or otherwise incur any financial liability in performing its duties or in the exercise of any rights or powers hereunder. Under no circumstances shall the Bond Trustee be liable in its individual capacity for the obligations evidenced by the Series 2024A Bonds.

(r) In no event shall the Bond Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Bond Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(s) Neither the Bond Trustee nor the Paying Agent shall be under any obligation (i) to monitor, determine or verify the unavailability or cessation of Term SOFR, the SIFMA Municipal Index or any other applicable Index, or to determine whether or when there has occurred, or to give notice to any other transaction party of the occurrence of, any circumstances permitting or requiring the selection of a replacement index, (ii) to select, determine or designate any replacement Index, or determine whether any conditions to the designation of such a rate have been satisfied, (iii) to select, determine or designate any Applicable Factor or Applicable Spread or other modifier to any applicable Index, or (iv) to determine whether or what amendments to this Bond Indenture or the Loan Agreement are necessary or advisable, if any, in connection with any of the foregoing. Neither the Bond Trustee nor the Paying Agent shall be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Bond Indenture as a result of the unavailability of TERM SOFR, the SIFMA Municipal Index, or other applicable Index and absence of a designated replacement Index, including as a result of any inability, delay, error or inaccuracy on the part of any other transaction party, including without limitation the Purchaser, the Borrower, the Authority, the Remarketing Agent, the Market Agent or the Index Agent, in providing any direction, instruction, notice or information required or contemplated by the terms of this Bond Indenture and reasonably required for the performance of such duties. Neither the Bond Trustee nor the Paying Agent shall be responsible or liable for the actions or omissions of the Purchaser, the Borrower, the

Authority, the Remarketing Agent, the Market Agent or the Index Agent, nor shall they be under any obligation to oversee or monitor performance by such parties of their duties hereunder; and each of the Bond Trustee and the Paying Agent shall be entitled to rely conclusively upon, any determination made, and any instruction, notice, officer certificate, or other instrument or information provided, by the Purchaser, the Borrower, the Authority, the Remarketing Agent, the Market Agent or the Index Agent, without independent verification, investigation or inquiry of any kind by the Bond Trustee or Paying Agent.

(t) The provisions of Section 1310 shall apply as if set forth in this Section 801.

Section 802. Fees, Charges and Expenses of the Bond Trustee, the Bond Registrar and the Authority. The Bond Trustee, Bond Registrar, and Authority shall receive payment and reimbursement for reasonable fees and expenses for their respective services rendered hereunder, agreed to in writing from time to time, and all advances, counsel fees and expenses and other expenses reasonably made or incurred by the Bond Trustee, Bond Registrar, and Authority in connection with such services and in connection with entering into this Bond Indenture, including any such fees and expenses incurred in connection with action taken hereunder.

The Authority shall require the Borrower, pursuant to the Loan Agreement, to indemnify and hold harmless the Bond Trustee against any liabilities, actions, judgments, penalties, costs, losses, damages, fees, taxes, and other charges which the Bond Trustee may incur in the exercise and performance of its powers and duties hereunder and under any other agreement referred to herein which are not due to the Bond Trustee's negligence or willful misconduct, and for any reasonable fees and expenses of the Bond Trustee to the extent funds are not available under this Bond Indenture for the payment thereof (including, but not limited to, fees and expenses of its legal counsel). The rights of the Bond Trustee under this Section 802 shall survive the payment in full of the Series 2024A Bonds, the discharge of this Bond Indenture and the resignation or removal of the Bond Trustee.

When the Bond Trustee incurs expenses or renders services after an event of default occurs, the reasonable fees, expenses and the compensation for services (including, but not limited to, the reasonable fees and expenses of its agents and counsel) are intended to constitute expenses of administration under applicable bankruptcy law.

Section 803. Notice to the Bondholders If Default Occurs. If a default occurs of which the Bond Trustee is by subsection (g) of Section 801 hereof required to take notice or if written notice of default be given as in said subsection (g) provided, the Bond Trustee shall give written notice thereof by mail to the last known owners of all Bonds then outstanding shown by the Bond Register.

Section 804. Intervention by Bond Trustee. In any judicial proceeding to which the Authority is a party and which in the opinion of the Bond Trustee and its counsel has a substantial bearing on the interests of owners of the Series 2024A Bonds, the Bond Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 801(l), shall do so if requested in writing by the owners of at least a majority in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Bond Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 805. Successor Bond Trustee. Any entity or organization into which the Bond Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any entity or organization resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, provided such entity or organization is otherwise eligible under Section 806, shall be and become successor Bond Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 806. Bond Trustee Required; Eligibility. There shall at all times be a Bond Trustee hereunder which shall be a trust company or bank organized and in good standing under the laws of the United States of America, the State of Tennessee, the State of Georgia, or any other state or the District of Columbia and have a combined capital and surplus of not less than \$50,000,000 as set forth in its most recent published annual report of condition, or alternatively, a liability policy having the type of coverage and in an amount acceptable to the Authority and the Borrower. Every such Bond Trustee shall have an operations group of at least four (4) experienced trust officers, with primary responsibility for municipal bond issues and shall have at least 25 municipal bond indentures aggregating at least \$25,000,000 under its administration. If at any time the Bond Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner provided in Section 807 hereof. No resignation or removal of the Bond Trustee and no appointment of a successor Bond Trustee shall become effective until all outstanding fees and expenses of the prior Bond Trustee have been paid or provided for and the successor Bond Trustee has accepted its appointment under Section 810 hereof.

Section 807. Resignation by the Bond Trustee. The Bond Trustee and any successor Bond Trustee may at any time resign from the trusts hereby created by giving written notice to the Authority and the Borrower and by first class mail, postage prepaid to each registered owner of Bonds then outstanding. Such notice to the Authority and the Borrower may be served personally or sent by first class mail, postage prepaid.

Section 808. Removal of the Bond Trustee. The Bond Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Bond Trustee, the Borrower and the Authority and signed by the owners of a majority in aggregate principal amount of Bonds then outstanding. So long as no event of default has occurred and is continuing under this Bond Indenture or the Loan Agreement, the Bond Trustee may be removed for any reason at any time by the Borrower or by the Authority, with the consent of the Borrower, by an instrument or concurrent instruments in writing delivered to the Bond Trustee. If any event of default has occurred or is continuing under this Bond Indenture or the Loan Agreement, the Bond Trustee may be removed for cause (including but not limited to maintaining noncompetitive fees) at any time by the Borrower or the Authority by an instrument or concurrent instruments in writing and delivered to the Bond Trustee. The foregoing notwithstanding, the Bond Trustee may not be removed by the Borrower unless written notice of the delivery of such instrument or instruments signed by the Authority is mailed to the owners of all Bonds outstanding under this Bond Indenture, which notice indicates the Bond Trustee will be removed and replaced by the successor

trustee named in such notice, such removal and replacement to become effective on the 30th day next succeeding the date of such notice, unless the owners of not less than ten percent (10%) in aggregate principal amount of Bonds then outstanding under this Bond Indenture shall object in writing to such removal and replacement. Such notice shall be mailed by first class mail postage prepaid to the owners of all such Bonds then outstanding at the address of such owners then shown on the Bond Register.

Section 809. Appointment of Successor Bond Trustee by the Bondholders; Temporary Bond Trustee. In the event that the Bond Trustee hereunder shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, the Borrower may (to the extent that no "Event of Default" shall have occurred and be continuing under the Loan Agreement), with the prior written consent of the Authority, appoint a successor Bond Trustee and shall confirm such appointment in writing delivered personally or sent by first class mail, postage prepaid, to the Authority, the retiring Bond Trustee and the successor Bond Trustee.

In the event that the Bond Trustee hereunder shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, to the extent that an "Event of Default" shall have occurred and be continuing under the Loan Agreement, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the Authority, the retiring Bond Trustee, the successor Bond Trustee and the Borrower. Pending such appointment by the Borrower or the Bondholders, the Authority may, with the consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Loan Agreement), appoint a temporary successor Bond Trustee by an instrument in writing signed by an authorized officer of the Authority, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the retiring Bond Trustee, the successor Bond Trustee and the Borrower. If no permanent successor Bond Trustee shall have been appointed by the Borrower or the Bondholders within the six calendar months next succeeding the month during which the Authority appoints such a temporary Bond Trustee, such temporary Bond Trustee shall without further action on the part of the Authority or the Bondholders become the permanent successor Bond Trustee.

If the Borrower, the registered owners or the Authority fail to so appoint a successor Bond Trustee (whether permanent or temporary) hereunder within forty-five (45) days after the Bond Trustee has given notice of its resignation, has been removed, has been dissolved, has otherwise become incapable of acting hereunder or has been taken under control by a public officer or receiver, the Bond Trustee shall have the right to petition, at the expense of the Borrower, a court of competent jurisdiction to appoint a successor hereunder. Every such Bond Trustee appointed pursuant to the provisions of this Section 809 shall meet the eligibility requirements set forth in Section 806 hereof.

Section 810. Concerning Any Successor Bond Trustees. Every successor Bond Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Authority, or of its successor, execute and deliver an instrument transferring to such successor Bond Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Bond Trustee shall deliver all securities and moneys held by it as Bond Trustee hereunder to its successors. Should any instrument in writing from the Authority be required by any successor Bond Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. The resignation of any Bond Trustee and the instrument or instruments removing any Bond Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed and/or recorded by the successor Bond Trustee in each recording office, if any, where this Bond Indenture shall have been filed and/or recorded.

Section 811. Bond Trustee Protected in Conclusively Relying upon Resolution, Etc. The resolutions, opinions, certificates and other instruments provided for in this Bond Indenture may be accepted by the Bond Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Bond Trustee for the release of property and the withdrawal of cash hereunder.

Section 812. Successor Bond Trustee as Trustee of Funds, Paying Agent and Bond Registrar. In the event of a change in the office of Bond Trustee, the predecessor Bond Trustee which has resigned or been removed shall cease to be trustee of the Revenue Fund, Interest Fund, Costs of Issuance Fund, Optional Redemption Fund and any other funds or accounts provided hereunder and Paying Agent for principal of, premium, if any, and interest on the Series 2024A Bonds, and the successor Bond Trustee shall become such Bond Trustee and Paying Agent unless a separate Paying Agent or Agents are appointed by the Authority in connection with the appointment of any successor Bond Trustee.

Section 813. Representations, Warranties and Covenants of the Bond Trustee. The Bond Trustee and any successor Bond Trustee hereby make the representations, warranties and covenants contained in this Section 813. All federal, State and local governmental, public, and regulatory authority approvals, consents, notices, authorizations, registrations, licenses, exemptions, and filings that are required to have been obtained or made by the Bond Trustee with respect to the authorization, execution, delivery, and performance by, or the enforcement against or by, the Bond Trustee of this Bond Indenture have been obtained and are in full force and effect and all conditions of such approvals, consents, notices, authorizations, registrations, licenses, exemptions, and filings have been fully complied with. The Bond Trustee has a combined capital and surplus of at least \$50,000,000, as set forth in its most recent published annual report of condition, or, alternatively, a liability policy having the type of coverage and in an amount acceptable to the Authority and the Borrower. The Bond Trustee has an operations group of at least four (4) experienced trust officers, with primary responsibility for municipal bond issues.

The Bond Trustee administers at least 25 municipal bond indentures aggregating at least \$25,000,000 under its administration.

ARTICLE IX

SUPPLEMENTAL BOND INDENTURES

Section 901. Supplemental Bond Indentures Not Requiring Consent of Bondholders. Subject to the limitation set forth in Section 902 hereof with respect to this Section 901, the Authority and the Bond Trustee may, with the written consent of the Credit Facility Provider if a Credit Facility will be effective when any such supplement will be effective, but without the consent of, or notice to, any of the Bondholders (other than the written consent of the Purchaser while the Series 2024A Bonds are in a Bank Fixed Mode or a Bank Index Mode), enter into an indenture or indentures supplemental to this Bond Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Bond Indenture;
- (b) to grant to or confer upon the Bond Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders and the Bond Trustee, or either of them;
- (c) to assign and pledge under this Bond Indenture additional revenues, properties or collateral or to provide for the use of a Liquidity Facility including during any Mode with respect to which such a Facility is not required under the terms of this Bond Indenture;
- (d) to evidence the appointment of a separate co-bond trustee or the succession of a new bond trustee hereunder;
- (e) to permit the qualification of this Bond Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect or to permit the qualification of the Series 2024A Bonds for sale under the securities laws of any state of the United States;
- (f) to permit the issuance of coupon bonds hereunder and to permit the exchange of Series 2024A Bonds from registered form to coupon form and vice versa;
- (g) to provide for the refunding or advance refunding of any Series 2024A Bonds, including providing for the establishment and administration of an escrow fund and the taking of related action in connection therewith;
- (h) to provide for the utilization of a Substitute Credit Facility if the Bond Trustee has received a Favorable Opinion of Bond Counsel and, if such Substitute Credit Facility is a letter of credit, if the Bond Trustee has also received an unqualified opinion of nationally recognized bankruptcy counsel selected by the Borrower to the effect that such amendment or utilization would not result in payments of principal of and interest on the Series 2024A Bonds being classified as avoidable preferences within the meaning of

Section 547 of the United States Bankruptcy Code in the event of a filing of a petition thereunder by or against the Authority or any Member of the Obligated Group;

(i) upon conversion of the Series 2024A Bonds into any new Mode, to modify this Bond Indenture in such manner to reflect changes necessary for the latest and best practices for such new Mode if such amendments are effective only after the mandatory tender of all Series 2024A Bonds as a result of such Mode Change Date;

(j) to provide for the delivery of a Replacement Master Indenture pursuant to Section 612 hereof; and

(k) to make any other change that, in the judgment of the Bond Trustee (in reliance on an Opinion of Bond Counsel), does not materially adversely affect the rights of any Bondholders.

The Authority and the Bond Trustee may not enter into an indenture supplemental to this Bond Indenture pursuant to paragraph (f) of this Section 901 unless the Authority and the Bond Trustee shall have received an Opinion of Bond Counsel to the effect that the issuance of coupon Bonds will not adversely affect the validity of such Bonds.

Promptly after the execution by the Authority and the Bond Trustee of any supplemental indenture pursuant to this Section 901, the Bond Trustee shall provide a copy of the supplemental indenture to the Purchaser by electronic delivery. Any failure to provide such supplemental indenture copy, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 902. Supplemental Bond Indentures Requiring Consent of Bondholders. In addition to supplemental indentures covered by Section 901 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than a majority in aggregate principal amount of the Series 2024A Bonds which are outstanding hereunder at the time of the execution of such indenture or supplemental indenture, with the written consent of the Credit Facility Provider (if any) or the Purchaser (if any), shall have the right, from time to time, anything contained in this Bond Indenture to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Bond Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Bond Indenture or in any supplemental indenture; provided, however, that except as set forth in the next proviso, the Credit Facility Provider (if any) may consent to such amendment on behalf of the holders of the Series 2024A Bonds so long as the Credit Facility Provider has not lost any of its rights pursuant to Section 1312 hereof; and provided, further, that nothing contained in this Section or in Section 901 hereof shall permit, or be construed as permitting, a supplemental indenture to effect: (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Series 2024A Bonds, without the consent of the holders of such Series 2024A Bonds; (b) a reduction in the amount or extension of the time of any payment required to be made to or from the Interest Fund or the Bond Sinking Fund; (c) the creation of any lien prior to or on a parity with the lien of this Bond Indenture on the

property described in the Granting Clauses of this Bond Indenture or the deprivation of any Bondholder of the lien created by this Bond Indenture on such property, without the consent of the holders of all the Series 2024A Bonds at the time outstanding; (d) a reduction in the aforesaid aggregate principal amount of Series 2024A Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Series 2024A Bonds at the time outstanding which would be affected by the action to be taken; or (e) a modification of the rights, duties or immunities of the Bond Trustee, without the written consent of the Bond Trustee; and provided, further, that no such amendment affecting the Series 2024A Bonds shall become effective until approved in writing by the Credit Facility Provider, if any.

If at any time the Authority shall request in writing the Bond Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Bond Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed to the Credit Facility Provider (if any) and to each holder of Series 2024A Bonds as shown on the registration books of the Bond Trustee. Such notice shall be prepared by the Authority or the Borrower, shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Bond Trustee for inspection by all Bondholders. The Bond Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental indenture when consented to and approved as provided in this Section. If the holders of the requisite principal amount of Series 2024A Bonds which are outstanding hereunder at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Series 2024A Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Bond Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Bond Indenture shall be and be deemed to be modified and amended in accordance therewith.

Promptly after the execution by the Authority and the Bond Trustee of any supplemental indenture pursuant to this Section 902, the Bond Trustee shall mail a notice, such notice to be prepared by the Borrower, setting forth in general terms the substance of such supplemental indenture to the Bondholders at the addresses shown on the registration books maintained by the Bond Trustee. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Anything herein to the contrary notwithstanding, so long as the Members of the Obligated Group are not in default under the Master Indenture and the Borrower is not in default under the Loan Agreement, a supplemental indenture under this Article IX shall not become effective unless and until the Borrower shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Bond Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture to which the Borrower has not already consented, together with a copy of the proposed supplemental indenture and a written consent form to be signed by the Borrower, to be mailed by certified or registered mail to the Borrower at least thirty days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 903. Notice of Supplemental Indentures to Rating Agencies. The Bond Trustee shall deliver to each Rating Agency maintaining a rating on the Series 2024A Bonds copies of any supplemental indenture delivered pursuant to Section 901(a) or (j) and Section 902 of this Bond Indenture. The Bond Trustee makes this covenant as a matter of courtesy and accommodation only and shall not be liable to any Person for any failure to comply therewith.

Section 904. Effect of Supplemental Bond Indenture. Upon the execution of any supplemental bond indenture pursuant to this Article, this Bond Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Bond Indenture of the Authority, the Bond Trustee and all holders of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such supplemental bond indenture shall be deemed to be part of the terms and conditions of this Bond Indenture for any and all purposes.

Section 905. Endorsement of Bonds; Preparation of New Bonds. Bonds delivered after the execution of any supplemental bond indenture pursuant to this Article may, and if the Authority so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority and the Bond Trustee as to any modification or amendment provided for in such supplemental bond indenture, and, in that case, upon demand of the holder of any Bond Outstanding at the time of such execution and presentation of such holder's Bond for the purpose at the Principal Office of the Bond Trustee or at such additional offices as the Bond Trustee may select and designate for that purpose, a suitable notation shall be made on such Bond. If the supplemental bond indenture shall so provide, new Bonds so modified as to conform to any modification or amendment contained in such supplemental bond indenture shall be prepared by the Bond Trustee at the expense of the Borrower, executed by the Authority and authenticated by the Bond Trustee, and upon demand of the holders of any Bonds then Outstanding shall be exchanged at the Principal Office of the Bond Trustee, without cost to any Bondholder, for Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts of the same maturity and Series.

Section 906. Amendment of Particular Bonds. The provisions of this Article shall not prevent any Bondholder from accepting any amendment as to the particular Bonds held by such Bondholder, provided that due notation thereof is made on such Bonds.

Section 907. Signing by Trustee of Amendments and Supplements. The Bond Trustee will sign any amendment or supplement to the Bond Indenture or Bonds authorized by this Article IX if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Bond Trustee. If it does, the Bond Trustee may, but need not, sign it. In signing an amendment or supplement, the Bond Trustee will be entitled to receive and (subject to Section 801) will be fully protected in relying on an Opinion of Counsel stating that such amendment is authorized by this Bond Indenture.

ARTICLE X

AMENDMENTS TO THE LOAN AGREEMENT

Section 1001. Amendments, Etc. to Loan Agreement Not Requiring Consent. The Authority and the Borrower, with the written consent of the Bond Trustee and the Credit Facility Provider if the Credit Facility will be effective when any such supplement will be effective, but without the consent of or notice to the holders of the Series 2024A Bonds (other than the written consent of the Purchaser while the Series 2024A Bonds are in a Bank Fixed Mode or a Bank Index Mode), consent to any amendment, change or modification of the Loan Agreement as may be required (a) by the provisions of this Bond Indenture or the Loan Agreement, (b) for the purpose of curing any ambiguity or formal defect or omission, (c) to provide for the utilization of a Substitute Credit Facility, if the Bond Trustee has also received a Favorable Opinion of Bond Counsel, (d) in connection with any Mode Change Date to reflect the latest and best practices for such new Mode and if such changes or modifications are effective only after the mandatory tender of all Series 2024A Bonds as a result of such Mode Change Date, (e) in connection with any other change therein which does not materially adversely affect the rights of the Bond Trustee or the holders of the Series 2024A Bonds, the Authority, the Borrower, the Credit Facility Provider and the Liquidity Facility Provider (if any), or (f) for the purpose of complying with the provisions of the Tax Certificate and Agreements; provided, however, that nothing in this Section 1001 shall permit, or be construed as permitting, any amendment, change or modification of the Loan Agreement that may result in anything described in the lettered clauses of Section 902 hereof, without the consent of each Bondholder affected. In addition, subject to the terms and provisions contained in Section 1003 hereof, the Bond Trustee may grant such waivers of compliance by the Borrower with the provisions of the Loan Agreement as to which the Bond Trustee may deem necessary or desirable to effectuate the purposes of the intent of the Loan Agreement; provided that the Bond Trustee shall file with the Authority any and all such waivers granted by the Bond Trustee within three (3) Business Days thereof.

If at any time the Borrower shall request the Authority and the Bond Trustee to consent to any amendment pursuant to subsection (d) above, the Bond Trustee shall cause notice prepared by the Borrower of the proposed execution of such amendment, change or modification to the Loan Agreement to be given to any Rating Agency then maintaining a rating on any of the Series 2024A Bonds in the manner provided in Section 1304 hereof at least 10 days prior to the execution of such amendment, change or modification to the Loan Agreement, which notice shall include a copy of the proposed amendment, change or modification. The Bond Trustee may decline in its discretion to consent to any amendment, change or modification to the Loan Agreement pursuant to this Section 1001 or Section 1002 of this Bond Indenture, that modifies its rights, duties or immunities under the Loan Agreement unless it receives a Favorable Opinion of Bond Counsel.

Section 1002. Amendments, Etc. to Loan Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 1001 hereof, neither the Authority, the Borrower nor the Bond Trustee shall consent to any other amendment, change or modification of the Loan Agreement without the written approval or consent, given and procured as in this Section provided, of the holders of not less than a majority in aggregate principal amount of the Series 2024A Bonds which are outstanding hereunder at the time of execution of any such amendment, change or modification, including the Purchaser while the Series 2024A

Bonds are in a Bank Fixed Mode or a Bank Index Mode; provided, however, that nothing in this Section 1002 shall permit, or be construed as permitting, any amendment, change or modification of the Loan Agreement that may result in any amendment, change or modification described in the lettered clauses of Section 902 hereof without the consent of each Bondholder affected. If at any time the Authority and the Borrower shall request the consent of the Bond Trustee to any such proposed amendment, change or modification of the Loan Agreement, the Bond Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 902 hereof with respect to supplemental indentures. Such notice shall be prepared by the Borrower or the Authority, shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Principal Office of the Bond Trustee for inspection by all Bondholders. The Bond Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to give such notice, and any such failure shall not affect the validity of such amendment, change or modification when consented to and approved as provided in this Section. If the holders of the requisite principal amount of Series 2024A Bonds which are outstanding hereunder at the time of the execution of any such amendment, change or modification shall have consented to and approved the execution thereof as herein provided, no holder of any Series 2024A Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Bond Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof.

Section 1003. No Amendment May Alter 2024-2 Master Indenture Obligation. Under no circumstances shall any amendment to the Loan Agreement alter the 2024-2 Master Indenture Obligation (other than in connection with the delivery of a Replacement Master Indenture pursuant to Section 612 hereof) or the payments of principal, premium, if any, and interest thereon, in a manner materially adverse to the holder of any Bond without the consent of the holders of all the Series 2024A Bonds outstanding.

Section 1004. Notice of Amendments to Rating Agencies. The Bond Trustee shall deliver to each Rating Agency maintaining a rating on the Series 2024A Bonds copies of any amendment to the Loan Agreement delivered pursuant to this Article X. The Bond Trustee makes this covenant as a matter of courtesy and accommodation only and shall not be liable to any Person for any failure to comply therewith.

Section 1005. Consents by Bond Trustee to Amendments. In signing a consent to an amendment, change or modification to the Loan Agreement, the Trustee shall be entitled to receive and (subject to Section 8.01) shall be fully protected in relying on an Opinion of Counsel stating that such amendment, change or modification is authorized or permitted by this Bond Indenture.

Section 1006. Continuing Covenant Agreement. For so long as a Purchaser is the registered owner of the Series 2024A Bonds, the provisions of a Continuing Covenant Agreement pertaining to any payments (or computation thereof) to the Purchaser by the Borrower, including without limitation supplemental fees, default fees, rate fees, default interest payments, breakage fees or prepayment premium, are hereby incorporated by reference and are considered to be terms of the Series 2024A Bonds. No amendments, supplements, modifications or waivers of such

provisions of a Continuing Covenant Agreement shall be made unless the Borrower has provided the Authority and the Bond Trustee with a Favorable Opinion of Bond Counsel with respect to any such amendments, supplements, modifications or waivers. No replacement Continuing Covenant Agreement may be entered into with any Purchaser, and the provisions of any such replacement Continuing Covenant Agreement pertaining to any payments (or computation thereof) to the Purchaser by the Borrower, including without limitation supplemental fees, default fees, rate fees, default interest payments, breakage fees or prepayment premium, shall not be amended, supplemented, modified or waived, unless the Borrower has provided the Authority and the Bond Trustee with a Favorable Opinion of Bond Counsel with respect to such replacement Continuing Covenant Agreement, or any such amendment, supplement, modification or waiver thereof, as applicable.

ARTICLE XI

SATISFACTION OF THIS BOND INDENTURE

Section 1101. Defeasance. If the Authority shall pay or provide for the payment of the entire indebtedness on all Bonds (including for the purposes of this Section 1101, Bonds held by any Member of the Credit Group) outstanding in any one more of the following ways:

- (a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on all Bonds outstanding, as and when the same become due and payable;
- (b) by irrevocably depositing with the Bond Trustee, in trust, at or before maturity, moneys (which shall be Eligible Moneys when the Series 2024A Bonds are in an Eligible Moneys Mode covered by a Credit Facility) in an amount sufficient to pay or redeem (when redeemable) all Series 2024A Bonds outstanding (including the payment of premium, if any, and interest payable on such Series 2024A Bonds to the maturity or redemption date thereof), provided that such moneys, if invested, shall be invested in U.S. Government Obligations which are not prepayable or callable prior to, but mature on a date on or prior to the date the moneys therefrom are anticipated to be required in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Series 2024A Bonds outstanding at or before their respective maturity dates; it being understood that the investment income on such U.S. Government Obligations may be used for any other purpose under the Act;
- (c) by delivering to the Bond Trustee, for cancellation by it, all Bonds outstanding; or
- (d) by irrevocably depositing with the Bond Trustee, in trust, U.S. Government Obligations (purchased with Eligible Moneys when the Series 2024A Bonds are in an Eligible Moneys Mode covered by a Credit Facility) which are not prepayable or callable prior to, but mature on a date on or prior to the date the moneys therefrom are anticipated to be required in such amount that will, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, and any uninvested cash

(which shall be Eligible Moneys when the Series 2024A Bonds are in an Eligible Moneys Mode covered by a Credit Facility), be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Series 2024A Bonds outstanding at or before their respective maturity dates; provided that the Bond Trustee shall be entitled to receive and shall be permitted to rely upon a verification report of an accountant selected by the Borrower as conclusive evidence of the sufficiency of the amount of such deposit;

and if the Authority shall pay or cause to be paid all other sums payable hereunder, and if any of the Series 2024A Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided hereunder or provisions satisfactory to the Bond Trustee shall have been made for the giving of such notice, this Bond Indenture and the estate and rights granted hereunder shall cease, determine, and become null and void, and thereupon the Bond Trustee shall, upon Written Request of the Authority, and upon receipt by the Bond Trustee of an Officer's Certificate of the Borrower and an opinion of Independent Counsel, each stating that in the opinion of the signers all conditions precedent to the satisfaction and discharge of this Bond Indenture have been complied with, forthwith execute proper instruments acknowledging satisfaction of and discharging this Bond Indenture and the lien hereof. The satisfaction and discharge of this Bond Indenture shall be without prejudice to the rights of the Bond Trustee to charge and be reimbursed by the Authority and the Borrower for any expenditures which it may thereafter incur in connection herewith. The provisions of subparagraphs (b) and (d) of this paragraph shall only apply if (x) (A) such Series 2024A Bond matures or is called for redemption prior to the next date upon which such Series 2024A Bond is subject to purchase pursuant to Section 504, 505, 506, 507 or 508 hereof or (B) if such Series 2024A Bonds are in any Eligible Moneys Mode covered by a Credit Facility, the Bond Trustee, the Credit Facility Provider and the Authority receive evidence satisfactory to them that the moneys on deposit in the escrow established to advance refund such Series 2024A Bonds are in an amount sufficient to pay the principal of and interest on such Series 2024A Bonds at the Maximum Rate, on any date such Series 2024A Bonds may be tendered during the period prior to payment in full of principal, premium, if any, and interest payable on such Series 2024A Bonds, in which case the tendered Series 2024A Bonds shall be purchased with moneys on deposit in the escrow and shall be canceled, which evidence shall be accompanied by a written notice from each Rating Agency then maintaining a rating on the Series 2024A Bonds to be refunded that the rating on such Series 2024A Bonds will not be withdrawn, suspended or reduced from the rating borne by such Series 2024A Bonds immediately prior to such refunding, and (y) the Borrower waives, to the satisfaction of the Bond Trustee, its right to convert the method for determining the interest rate borne by such Series 2024A Bond pursuant to Section 212 hereof. Notwithstanding the foregoing, the provisions of subparagraphs (b) and (d) of this paragraph shall not apply to Series 2024A Bonds bearing interest at a Daily Rate or a Weekly Rate not covered by a Credit Facility.

Any moneys, funds, securities, or other property remaining on deposit in the Revenue Fund, Interest Fund, Costs of Issuance Fund, Optional Redemption Fund or any other fund or investment under this Bond Indenture (other than said Government Obligations or other moneys deposited in trust as above provided) shall, upon the full satisfaction of this Bond Indenture, forthwith be transferred, paid over and distributed to the Authority and the Borrower immediately preceding such satisfaction, as their respective interests may appear.

The Authority or the Borrower may at any time surrender to the Bond Trustee for cancellation by it any Bonds previously authenticated and delivered, which the Authority or the Members of the Obligated Group may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

If the Authority shall pay or provide for the payment of the Series 2024A Bonds as hereinabove described, the Bond Trustee shall give written notice of such payment or provision for payment to the Credit Facility Provider (if any). In addition, prior to any provision for payment of any portion of the Series 2024A Bonds pursuant to Section 1101(b) or 1101(d) above, the Credit Facility Provider (if any) shall have consented to any agreements providing for the forward purchase of U.S. Government Obligations which will be deposited with the Bond Trustee.

Section 1102. Liability of Authority Not Discharged. Upon the deposit with the Bond Trustee, in trust, at or before maturity, of money or Government Obligations in the necessary amount to pay or redeem all outstanding Bonds (whether upon or prior to their maturity or the redemption date of such Bonds) and compliance with the other payment requirements of Section 1101 hereof, provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Article V herein provided, or provisions satisfactory to the Bond Trustee shall have been made for the giving of such notice, and subject to the provisions of Section 1104 hereof, this Bond Indenture may be discharged in accordance with the provisions hereof but the liability of the Authority in respect of the Series 2024A Bonds shall continue provided that the holders thereof shall thereafter be entitled to payment only out of the moneys or the Government Obligations deposited with the Bond Trustee as aforesaid.

Section 1103. Provision for Payment of any Portion of the Series 2024A Bonds. If the Authority shall pay or provide for the payment of the entire indebtedness on any portion of the Series 2024A Bonds, in one or more of the following ways:

(a) by paying or causing to be paid the principal of (including premium, if any) and interest on such portion of the Series 2024A Bonds, as and when the same shall become due and payable;

(b) by irrevocably depositing with the Bond Trustee, in trust, at or before maturity, moneys (which shall be Eligible Moneys when such Series 2024A Bonds are in an Eligible Moneys Mode covered by a Credit Facility) in an amount sufficient to pay or redeem (when redeemable) all such Series 2024A Bonds (including the payment of premium, if any, and interest payable on such Series 2024A Bonds to the maturity or redemption date thereof), provided that such moneys, if invested, shall be invested in U.S. Government Obligations which are not prepayable or callable prior to, but mature on a date on or prior to, the date the moneys therefrom are anticipated to be required in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all such Series 2024A Bonds at or before their respective maturity dates; it being understood that the investment income on such U.S. Government Obligations may be used for any other purpose under the Act;

(c) by delivering to the Bond Trustee, for cancellation by it, such portion of the Series 2024A Bonds; or

(d) by irrevocably depositing with the Bond Trustee, in trust, U.S. Government Obligations (purchased with Eligible Moneys when such Series 2024A Bonds are in an Eligible Moneys Mode covered by a Credit Facility) which are not prepayable or callable prior to, but mature on a date on or prior to, the date the moneys therefrom are anticipated to be required in such amount that will, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, and any uninvested cash (which shall be Eligible Moneys when such Series 2024A Bonds are in an Eligible Moneys Mode covered by a Credit Facility), be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all such Series 2024A Bonds at or before their stated maturity date; provided that the Bond Trustee shall be entitled to receive and shall be permitted to rely upon a verification report of an accountant selected by the Borrower as conclusive evidence of the sufficiency of the amount of such deposit;

and if the Authority shall also pay or cause to be paid all other sums payable hereunder with respect to such portion of the Series 2024A Bonds, and, if such portion of the Series 2024A Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Article V of this Bond Indenture provided or provisions satisfactory to the Bond Trustee shall have been made for the giving of such notice, such Bonds shall cease to be entitled to any lien, benefit or security under this Bond Indenture. The provisions of subparagraphs (b) and (d) of this paragraph shall only apply if (x) (A) such Series 2024A Bond matures or is called for redemption prior to the next date upon which such Series 2024A Bond is subject to purchase pursuant to Section 504, 505, 506, 507 or 508 hereof or (B) if such Series 2024A Bonds are in any Eligible Moneys Mode covered by a Credit Facility, the Bond Trustee, the Credit Facility Provider and the Authority receive evidence satisfactory to them that the moneys on deposit in the escrow established to advance refund such Series 2024A Bonds are in an amount sufficient to pay the principal of and interest on such Series 2024A Bonds at the Maximum Rate, on any date such Series 2024A Bonds may be tendered during the period prior to payment in full of principal, premium, if any, and interest payable on such Series 2024A Bonds, in which case the tendered Series 2024A Bonds shall be purchased with moneys on deposit in the escrow and shall be canceled, which evidence shall be accompanied by a written notice from each Rating Agency then maintaining a rating on the Series 2024A Bonds to be refunded that the rating on such Series 2024A Bonds will not be withdrawn, suspended or reduced from the rating borne by such Series 2024A Bonds immediately prior to such refunding, and (y) the Borrower waives, to the satisfaction of the Bond Trustee, its right to convert the method for determining the interest rate borne by such Series 2024A Bond pursuant to Section 212 hereof. The liability of the Authority in respect of such Series 2024A Bonds, if any, shall continue but the holders thereof shall thereafter be entitled to payment (to the exclusion of all other Bondholders) only out of the moneys or U.S. Government Obligations deposited with the Bond Trustee as aforesaid.

Section 1104. Redemption After Satisfaction of Indenture. Notwithstanding anything to the contrary herein, upon the provision for payment of the Series 2024A Bonds or a portion thereof as specified in Section 1101(b) or (d) or Section 1103(b) or (d) hereof, the optional redemption provisions of Section 501 hereof allowing such Bonds to be called prior to maturity upon proper notice (notwithstanding provision for the payment of such Bonds having been made through a date after the first optional redemption date provided for in Section 501 hereof) shall remain available to the Authority, upon direction of the Borrower, unless, in connection with making the deposits referred to in such Subsections, the Authority, at the direction of the Borrower, shall have

irrevocably elected to waive any future right to call the Series 2024A Bonds or portions thereof for redemption prior to maturity. Notwithstanding anything to the contrary herein, upon the provision for payment of the Series 2024A Bonds or a portion thereof prior to the maturity thereof as specified in Section 1101(b) or (d) or Section 1103(b) or (d) hereof, the Authority, upon direction of the Borrower, may elect to pay such Bonds on the respective maturity dates therefor unless, in connection with making the deposits referred to in those Subsections, the Authority, at the direction of the Borrower, shall have irrevocably elected to waive such right to provide for the payment thereof on the maturity date. No such redemption or restructuring shall occur, however, unless the Borrower shall deliver on behalf of the Authority to the Bond Trustee (a) Government Obligations and/or cash sufficient to discharge such Bonds (or portion thereof) on the redemption or maturity date or dates selected, and (b) a report of an independent certified public accountant or firm of such accountants or financial institution experienced in delivering verification reports verifying that such Government Obligations, together with the expected earnings thereon, and/or cash will be sufficient to provide for the payment of such Bonds to the redemption or maturity dates. The Bond Trustee shall give written notice of any such redemption or restructuring to the owners of the Series 2024A Bonds affected thereby.

Section 1105. When Defeasance is Not Permitted. None of the Series 2024A Bonds outstanding hereunder may be defeased as aforesaid nor may this Bond Indenture be discharged if such defeasance is to be accomplished with respect to Series 2024A Bonds in any Eligible Moneys Mode covered by a Credit Facility and (1) the moneys to be deposited to effect such defeasance do not constitute Eligible Moneys, or (2) the U.S. Government Obligations to be deposited to effect such defeasance were not purchased with Eligible Moneys. In addition, none of the Series 2024A Bonds outstanding hereunder may be defeased as aforesaid nor may this Bond Indenture be discharged if under any circumstances interest on such defeased Series 2024A Bonds is thereby made subject to any federal income taxation to which such interest would not otherwise be subject. As a condition precedent to the advance refunding of any Series 2024A Bonds, the Bond Trustee shall receive a Favorable Opinion of Bond Counsel.

ARTICLE XII

MANNER OF EVIDENCING OWNERSHIP OF BONDS

Section 1201. Proof of Ownership. Any request, direction, consent or other instrument provided by this Bond Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Indenture and shall be conclusive in favor of the Bond Trustee and the Authority, with regard to any action taken by them, or either of them, under such request or other instrument, namely:

(a) the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments in such jurisdiction, that the person signing such writing acknowledged before him the execution thereof, or by the affidavit of a witness of such execution; and

(b) the ownership of Bonds and the amounts and registration numbers of such Bonds and the date of holding the same shall be proved by the Bond Register.

Any action taken or suffered by the Bond Trustee pursuant to any provision of this Bond Indenture, upon the request or with the assent of any person who at the time is the holder of any Bond or Bonds, shall be conclusive and binding upon all future holders of the same Bond or Bonds.

For the purpose of determining whether a required portion of the Bondholders has (i) accepted, consented, approved or agreed to any action or document to which the Bondholders have been given the right to accept, consent, approve or agree, (ii) waived any covenant hereunder which the Bondholders have been given the right to waive or (iii) consented to any supplement hereto which the Bondholders have been given the right to consent to, Bonds held directly or indirectly by the Borrower, any Member of the Credit Group or any affiliate thereof shall not be considered outstanding.

ARTICLE XIII

MISCELLANEOUS

Section 1301. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Indenture or the Series 2024A Bonds is intended or shall be construed to give to any person other than the parties hereto and the holders of the Series 2024A Bonds and the Credit Facility Provider (if any), any legal or equitable right, remedy or claim under or in respect to this Bond Indenture or any covenants, conditions and provisions herein contained; this Bond Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Borrower, the Credit Facility Provider (if any) and the holders of the Series 2024A Bonds as herein provided. The Credit Facility Provider (if any) is an express third party beneficiary of this Bond Indenture.

Section 1302. Unclaimed Moneys. Any moneys deposited with the Bond Trustee by the Authority in accordance with the terms and covenants of this Bond Indenture, in order to redeem or pay any Bond in accordance with the provisions of this Bond Indenture, and remaining unclaimed by the registered owner of the Bond for two (2) years after the date fixed for redemption or of maturity, as the case may be, shall, if the Authority is not at the time, to the knowledge of the Bond Trustee, in default with respect to any of the terms and conditions of this Bond Indenture, or contained in the Series 2024A Bonds, be repaid by the Bond Trustee to the Borrower upon its Written Request therefor; and thereafter the registered owner of the Bond shall be entitled to look only to the Borrower for payment thereof; provided, however, that the Bond Trustee, before being required to make any such repayment, shall, at the expense of the Borrower, mail to the registered owner thereof at its address, as the same shall last appear on the Bond Register, a notice to the effect that said moneys have not been so applied and that after the date named in said notice any unclaimed balance of said moneys then remaining shall be returned to the Borrower. If the Borrower makes arrangements satisfactory to the Authority and the Bond Trustee to indemnify the Authority and the Bond Trustee for any costs which it may incur due to the unavailability of moneys due to such investment, such moneys may be invested in accordance with Section 406 hereof. Investment income on any such unclaimed moneys received by the Bond Trustee shall be

deposited as provided in Section 406 hereof until the final maturity or redemption date of the Series 2024A Bonds. Any such income generated after such date shall be deemed to be unclaimed moneys of the type referred to in the first sentence of this Section and shall be disposed of in accordance with such sentence. The Borrower must covenant and agree, as a condition to it receiving such funds, to indemnify and save the Authority and the Bond Trustee harmless from any and all loss, cost, liability and expense suffered or incurred by the Authority and the Bond Trustee by reason of having returned any such moneys to the Borrower as herein provided.

Section 1303. Severability. If any provision of this Bond Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Bond Indenture contained, shall not affect the remaining portions of this Bond Indenture, or any part thereof.

Section 1304. 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 Borrower, the Bond Trustee, and the Master Trustee 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 Bond Indenture. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be delivered as follows:

To the Authority:

The Health and Educational Facilities Board of the City of Cleveland, Tennessee
Cleveland Municipal Building
190 Church Street
Cleveland, Tennessee 37364
Attention: Chairman

with a copy to:

Ginger Wilson Buchanan Law Office
423 Broad Street NW
Post Office Box 1083
Cleveland, Tennessee 37364
Telephone: (423) 614-4035
Email: gbuchanan@gwblo.com

To the Borrower:

Hamilton Health Care System, Inc.
Attention: Chief Financial Officer
1200 Memorial Drive
Dalton, Georgia 30722-1900
Telephone: (706) 272-6000
Email: jsokoro@hhcs.org

To the Bond Trustee and Master Trustee:

U.S. Bank Trust Company, National Association
Attention: Global Corporate Trust Services
2 Concourse Parkway
Suite 800
Atlanta, Georgia 30328
Telephone: (404) 898-8829
Email: april.bright@usbank.com

Section 1305. Bond Trustee as Paying Agent and Bond Registrar. The Bond Trustee, unless it elects to the contrary by a notice in writing delivered to the Authority, is hereby designated and agrees to act as principal Paying Agent and Bond Registrar for and in respect to the Series 2024A Bonds.

Section 1306. Deemed Consent to Restated Master Indenture. The Holders and beneficial owners of the Series 2024A Bonds, by purchasing the Series 2024A Bonds, will be deemed to have irrevocably consented to and approved the amendments to the Original Master Indenture set forth in the Restated Master Indenture, and to have waived, and be deemed to have waived, and to have authorized and directed the Bond Trustee to waive, any and all other formal notice, implementation, execution or timing requirements that may otherwise be required under the Original Master Indenture in order to implement the Restated Master Indenture. Such consent and waiver will be effective on the Closing Date, will be binding on any subsequent Holder and beneficial owner of any Series 2024A Bonds, and may not be revoked after the issuance of the Series 2024A Bonds. Pursuant to the consent of the Holders and beneficial owners of the Series 2024A Bonds, the Bond Trustee, as the assignee of the 2024-2 Master Indenture Obligation, is hereby irrevocably directed to consent to the amendments to the Original Master Indenture.

Section 1307. Counterparts. This Bond Indenture 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. The exchange of copies of this Bond Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Bond Indenture as to the parties hereto and may be used in lieu of the original Bond Indenture and signature pages for all purposes.

Section 1308. Applicable Law. This Bond Indenture shall be governed by and construed in accordance with the laws of the State of Tennessee.

Section 1309. Provisions for Payment of Expenses. The Authority shall not be obligated to execute any documents or take any other action under or pursuant to this Bond Indenture, the Loan Agreement, the 2024-2 Master Indenture Obligation or any other document in connection with the Series 2024A Bonds unless and until provision for the payment of expenses of the Authority, including legal counsel fees, shall have been made. Provisions for expenses shall be deemed to have been made upon arrangements reasonably satisfactory to the Authority for the provision of expenses being agreed upon by the Authority and the party requesting such execution.

Section 1310. Immunity of Officers, Employees and Members of Authority. No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Series 2024A Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Bond Indenture or the Loan Agreement or the Purchase Contract against any past, present or future member, officer, agent or employee of the Authority, or any incorporator, member, officer, employee, director or trustee of any successor corporation, as such, either directly or through the Authority or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, director, agent or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of this Bond Indenture or the Loan Agreement and the issuance of the Series 2024A Bonds.

Notwithstanding anything herein contained to the contrary, any obligation which the Authority may incur under this Bond Indenture or under any instrument executed in connection herewith which shall entail the expenditure of money shall not be a general obligation of the Authority but shall be a limited obligation payable solely from amounts assigned to the Bond Trustee pursuant to this Bond Indenture.

Section 1311. Force Majeure. In no event shall the Bond Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, pandemics, epidemics, recognized public emergencies, quarantine restrictions, nuclear or natural catastrophes or acts of God, interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, and hacking, cyber-attacks, or other use or infiltration of the Bond Trustee's technological infrastructure exceeding authorized access; it being understood that the Bond Trustee shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 1312. Additional Notices to Rating Agencies. The Bond Trustee hereby agrees that if at any time (a) payment of principal of and interest on the Series 2024A Bonds is accelerated pursuant to the provisions of Section 703 hereof, (b) the Authority shall redeem the entire principal amount of the Series 2024A Bonds outstanding hereunder prior to the maturity thereof, including without limitation, any optional redemption pursuant to Article V hereof, (c) a successor Bond Trustee, Remarketing Agent or Tender Agent is appointed hereunder, (d) a Responsible Officer of the Bond Trustee has actual knowledge of the execution of any supplement to the Loan Agreement, the Reimbursement Agreement (if any), the Credit Facility (if any), the Liquidity Facility (if any) or this Bond Indenture or of the execution by any party to any such documents of any waiver any provision of this Bond Indenture or the Loan Agreement, (e) the Authority shall provide for the payment of any portion of the Series 2024A Bonds pursuant to Article XI hereof, (f) the Authority shall convert the Series 2024A Bonds to a different Mode pursuant to Section 212 hereof, or (g) any termination, substitution, extension or expiration of the Liquidity Facility (if any) or Credit Facility (if any) shall occur, then, in each case, to the extent the Series 2024A Bonds are rated and the Bond Trustee has knowledge thereof, the Bond Trustee shall promptly give notice to each Rating Agency rating the Series 2024A Bonds at the request of the Borrower, which notice in the case of an event described in clause (d) of this Section 1311 shall include a copy of any such supplement, amendment, modification, alteration or waiver; provided, however, the Bond Trustee shall incur no liability for failure to give such notices. The Bond Trustee shall also deliver to any Rating Agency then rating the Series 2024A Bonds any other information contained in the books and records of the Bond Trustee that such Rating Agency may reasonably request in order to maintain the rating on the Series 2024A Bonds. The Bond Trustee's agreement to provide the information required to be provided under this Section is made as a matter of courtesy and accommodation only, and the Bond Trustee shall have no liability to any person for any failure to comply therewith.

Section 1313. Rights of Credit Facility Provider. Anything contained in this Bond Indenture or in the Series 2024A Bonds to the contrary notwithstanding, to the extent there is a Credit Facility for the benefit of the Series 2024A Bonds, the existence of all rights given to the Credit Facility Provider hereunder with respect to the giving of consents or approvals or the direction of proceedings are expressly conditioned upon its timely and full performance of the Credit Facility. Any such rights shall not apply if at any time there are no Series 2024A Bonds outstanding or the Credit Facility Provider has wrongfully failed to honor a properly presented drawing made under, and in compliance with, the Credit Facility or has been declared insolvent or bankrupt by a court of competent jurisdiction, an order or decree shall have been entered by a court of competent jurisdiction appointing a receiver, receivers, custodian or custodians for any of its assets or revenues and such order or decree shall not have been dismissed or stayed for a period of thirty (30) or more days, or any proceeding shall be instituted with the consent or acquiescence of the Credit Facility Provider or any plan shall be entered into by the Credit Facility Provider for the purpose of effecting a composition between the Credit Facility Provider and its creditors or for the purpose of adjusting the claims of such creditors, the Credit Facility Provider makes any assignment for the benefit of its creditors or the Credit Facility Provider is generally not paying its debts as such debts become due or the Credit Facility Provider files a petition in bankruptcy or under Title 11 of the United States Code, as amended, or the Credit Facility has been determined to be void or unenforceable by final judgment of a court of competent jurisdiction; provided, that this Section 1312 shall not in any way limit or affect the rights of the Credit Facility Provider as a Bondholder, as subrogee of a Bondholder or as assignee of a Bondholder or to otherwise be

reimbursed and indemnified for its costs and expenses and other payment on or in connection with the Series 2024A Bonds either by operation of law or at equity or by contract.

Section 1314. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Bond Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Bond Trustee. The parties to this Bond Indenture agree that they will provide the Bond Trustee with such information as it may request in order for the Bond Trustee to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE CITY OF CLEVELAND, TENNESSEE caused these presents to be signed in its name and on its behalf by its Chairman and to evidence its acceptance of the trusts hereby created, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION has caused these presents to be signed in its name and on its behalf by one of its authorized officers, all as of the day and year first above written.

THE HEALTH AND EDUCATIONAL
FACILITIES BOARD OF THE CITY OF
CLEVELAND, TENNESSEE

By: _____
Chairman

(Bond Indenture)

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Bond Trustee

By: _____
April Bright
Vice President

(Bond Indenture)

EXHIBIT A

(Form of Bond)

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Authority or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF TENNESSEE

**THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF
THE CITY OF CLEVELAND, TENNESSEE
REVENUE BONDS
(HAMILTON HEALTH CARE SYSTEM, INC. PROJECT),
SERIES 2024A**

R 1 \$ _____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
_____ %	August 15, 20__	July 31, 2024	_____

PRINCIPAL SUM: _____ DOLLARS

REGISTERED OWNER: CEDE & CO.

THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE CITY OF CLEVELAND, TENNESSEE, a public, nonprofit corporation organized pursuant to the laws of the State of Tennessee (the “*Authority*”), for value received, hereby promises to pay in lawful money of the United States of America to the registered owner specified above or registered assigns, on the maturity date identified above, unless this Bond shall be redeemable and shall have previously been called for redemption and payment of the redemption price made or provided for, but solely from amounts available under the Bond Indenture (hereinafter referred to), amounts payable under the Loan Agreement (hereinafter referred to) and payments on the Loan pledged under the Loan Agreement, which amounts and payments are pledged and assigned for the benefit and payment hereof pursuant to the Bond Indenture and not otherwise, upon surrender hereof, the principal sum set forth above and to pay interest on such principal amount as provided in the Bond Indenture in like manner, but solely from said amounts available under the Bond Indenture and amounts payable under the Loan Agreement and payments upon such Loan, from the dated date hereof at the rate provided in the Bond Indenture. Interest on this Bond is payable on each Interest Payment Date.

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All capitalized terms appearing in this Bond and not otherwise defined shall have the meaning provided in the Bond Indenture.

THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON ARE SPECIAL, LIMITED OBLIGATIONS OF THE AUTHORITY, SECURED AS AFORESAID AND PAYABLE SOLELY OUT OF THE REVENUES AND INCOME DERIVED FROM THE LOAN AGREEMENT AND AS OTHERWISE PROVIDED IN THE BOND INDENTURE AND THE LOAN AGREEMENT. THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR AN OBLIGATION OF THE STATE OF TENNESSEE, OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE PURVIEW OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS, IF ANY, OF ANY OF THEM. THE AUTHORITY DOES NOT HAVE THE POWER TO LEVY TAXES FOR ANY PURPOSES WHATSOEVER. NO OWNER OF THIS BOND SHALL HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE STATE OF TENNESSEE, OR ANY POLITICAL SUBDIVISION THEREOF TO PAY ANY PRINCIPAL INSTALLMENT OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

The principal on this Bond and the redemption price, if any, are payable upon surrender at the designated corporate trust office of U.S. Bank Trust Company, National Association, as bond trustee (in such capacity, the “*Bond Trustee*”); provided, however, that there shall be no requirements to present the Series 2024A Bonds for payment except on the date on which the Series 2024A Bonds are paid in full. Interest on this Bond shall be payable on each Interest Payment Date by the Bond Trustee by check mailed on the date on which due to the holders of Bonds at the close of business on the Record Date (as determined in accordance with the Bond Indenture) in respect of such Interest Payment Date at the registered addresses of holders as shall appear on the registration books as of the close of business of the Bond Trustee as of such Record Date. In the case of any holder of Bonds in an aggregate principal amount in excess of \$1,000,000 as shown on the registration books who, prior to the Record Date next preceding any Interest Payment Date, shall have provided the Bond Trustee with written wire transfer instructions containing the wire transfer address within the continental United States, interest payable on such Bonds shall be paid in accordance with the wire transfer instructions provided by the holder of such Bond.

This Bond is issued under a Bond Indenture, dated as of July 1, 2024 (the “*Bond Indenture*”), duly executed and delivered by the Authority to the Bond Trustee, in the aggregate principal amount of \$205,230,000 (hereinafter referred to as the “*Series 2024A Bonds*”) and secured by the Bond Indenture. The proceeds of the Series 2024A Bonds will be loaned to Hamilton Health Care System, Inc., a Georgia nonprofit corporation (the “*Borrower*”), which funds will be used for the purpose of (i) financing a portion of the acquisition price of Tennova Healthcare – Cleveland located at 2305 Chambliss Avenue, NW, Cleveland, Tennessee 37311 and presently known as “Bradley Medical Center” (the “*Hospital*”), together with certain related businesses including medical office buildings, outpatient care facilities, physician practices and ancillary services and improvements thereto (collectively with the Hospital, the “*Bradley Medical*

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Center Facilities"); (ii) financing, in whole or in part, the cost of the acquisition, construction, installation and equipping of certain healthcare facilities, equipment and improvements at the Bradley Medical Center Facilities (clause (i) and (ii) are collectively referred to herein as, the **"Project"**); and (iii) paying certain costs of issuance of the Series 2024A Bonds; and, all as permitted under Title 48, Chapter 101, Part 3 of the Tennessee Code Annotated, as amended (the **"Act"**).

The loan by the Authority to the Borrower of the proceeds of the Series 2024A Bonds will be made under and secured by a Loan Agreement dated as of July 1, 2024 (the **"Loan Agreement"**), between the Borrower and the Authority. The terms of the Loan Agreement will require payments by the Borrower which, together with other moneys available therefor, will be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 2024A Bonds.

In order to provide for the repayment of such loan, the Borrower will execute and deliver to the Bond Trustee, as assignee of the Authority, its 2024-2 Master Indenture Obligation, dated the date of authentication of the Series 2024A Bonds (the **"2024-2 Master Indenture Obligation"**), which 2024-2 Master Indenture Obligation will be issued and secured under the Master Trust Indenture, dated as of December 1, 1996 (the **"1996 Master Indenture"**), among the Borrower, Hamilton Medical Center, Inc. (**"HMC"**) and U.S. Bank Trust Company, National Association, as master trustee (in such capacity, the **"Master Trustee"**), as supplemented by various supplemental indentures, including by the Thirteenth Supplemental Master Trust Indenture, dated as of July 1, 2024 (the **"Supplement No. 13"**), between the Borrower, in its separate capacities as "Obligated Group Agent," "Credit Group Representative," and an "Obligated Group Member," and the Master Trustee, relating to the issuance of the 2024-2 Master Indenture Obligation (the 1996 Master Indenture, as supplemented from time to time, the **"Original Master Indenture"**), which such Original Master Indenture shall be amended and restated in its entirety on the date of issuance of the Series 2024A Bonds by the Amended and Restated Master Trust Indenture, dated July 31, 2024 (the **"Restated Master Indenture"**), among the Borrower, HMC, Bradley Medical Center, LLC (**"BMC"**) and VBMC, Inc. (**"VBMC"**) (collectively, the **"Obligated Group"** or individually an **"Obligated Group Member"**) and the Master Trustee (the Original Master Indenture as so amended and restated in its entirety on the date of issuance of the Series 2024A Bonds, the **"Master Indenture"**), and under the 2024-2 Master Indenture Obligation, the Borrower will be obligated to pay to the Bond Trustee amounts which will be sufficient to make payments due on the Series 2024A Bonds as and when the same are due and payable.

Each Obligated Group Member unconditionally and irrevocably (subject to the rights of each Member to cease its status as an Obligated Group Member pursuant to the terms and conditions of the Master Indenture), jointly and severally agrees to pay any and all payments on the 2024-2 Master Indenture Obligation and any other obligations issued pursuant to the Master Indenture.

The payment of the principal or Redemption Price of and premium, if any, on any Series 2024A Bond when due, whether upon maturity, redemption, acceleration or otherwise, shall be payable by check in lawful money of the United States of America to the registered owners of the Series 2024A Bonds on such date upon presentation and surrender of the Series 2024A Bonds to be paid at the Principal Office of the Bond Trustee. Interest on the Series 2024A Bonds shall be paid to the Person whose name appears on the bond registration books of the Bond Trustee as the

Holder thereof as of the close of business on the Record Date for each Interest Payment Date without the necessity of surrendering the Bond on which payment is being made. Payment of the interest on (i) any Series 2024A Bonds in a Daily Mode, a Weekly Mode, an Indexed Mode, a Bank Fixed Mode, a Bank Index Mode, a Commercial Paper Mode or a R-FLOATs Rate Mode shall be made by wire transfer in immediately available funds to an account within the United States of America designated by such Holder and (ii) any Series 2024A Bonds in a Term Rate Mode or a Fixed Rate Mode shall be made by check mailed by first class mail to such Holder at its address as it appears on such registration books, or, upon the written request of any Holder of at least \$1,000,000 in aggregate principal amount of the Series 2024A Bonds, submitted to the Bond Trustee at least five Business Days prior to the Record Date, by wire transfer in immediately available funds to an account within the United States of America designated by such Holder. As long as Cede & Co. is the Holder of the Series 2024A Bonds, said principal or Redemption Price and interest payments shall be made to Cede & Co. by wire transfer in immediately available funds. The principal of and interest on Liquidity Facility Bonds shall be paid as set forth in the Reimbursement Agreement or the Liquidity Facility, as applicable, relating to such Liquidity Facility Bonds.

The Series 2024A Bonds are all issued under and equally and ratably secured by and entitled to the security of the Bond Indenture, pursuant to which the Loan is pledged and assigned and all of the right, title and interest of the Authority in and to the Loan Agreement (excluding Unassigned Rights, as defined in the Bond Indenture) are assigned by the Authority to the Bond Trustee as security for the Series 2024A Bonds. In addition, all or any portion of any series of Bonds may be advance refunded through a deposit in escrow for the benefit of such refunded Bonds of cash or United States Government Obligations (as defined in the Bond Indenture) and become payable solely from such cash or United States Government Obligations. Pursuant to the terms and conditions contained in the Master Indenture, any Member may issue additional Obligations (as defined in the Master Indenture) to the Authority or to parties other than the Authority, which will not be pledged under the Bond Indenture but which may be equally and ratably secured with the 2024-2 Master Indenture Obligation or which may be entitled to Liens upon the Property of the Obligated Group (as such terms are defined in the Master Indenture) or other security in addition to any Liens or other security which secures all Obligations. Reference is made to the Bond Indenture, to all indentures supplemental thereto, to the Master Indenture, to all indentures supplemental thereto, and to the Loan Agreement and to all amendments thereto for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Authority, the Bond Trustee and the Master Trustee and the rights of the owners of the Series 2024A Bonds, and to all the provisions of which the owner hereof, by the acceptance of this Bond assents.

At such time as the Series 2024A Bonds are in the Bank Index Mode or the Bank Fixed Mode, the transfer of the Series 2024A Bonds is restricted and the Purchaser shall not transfer the Series 2024A Bonds unless either (i) there is delivered to the Borrower, the Authority, the Bond Trustee and the Purchaser a purchaser letter in the form substantially similar to the form attached to the Bond Indenture as **EXHIBIT B** or (ii) the transferee is a "Qualified Institutional Buyer" as such term is defined under Rule 144A of the Securities and Exchange Commission, as promulgated under the Securities Act of 1933, as amended. In addition, if the Borrower is making payments directly to the Purchaser as provided for in Sections 203 and 402 of the Bond Indenture, if any Bonds are sold or transferred, the transferring Bondholder shall notify the Bond Trustee in writing

of the name and address of the transferee, the effective date of the transfer, the principal amount of the Series 2024A Bonds transferred and the payment information notated on the Series 2024A Bonds, and the Bond Trustee will, prior to delivery of such Bonds, make a notation on such Bonds of the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof. The Bond Trustee shall have no duty or obligation to confirm that any such transfer restrictions are complied with and shall be fully protected in relying on the terms of the Bond Indenture or any purchaser letter delivered to it in accordance herewith if so delivered.

The Series 2024A Bonds are issuable only as registered Bonds in Authorized Denominations pursuant to the terms of the Bond Indenture.

“**Authorized Denomination**” means denominations of

(a) \$5,000 and any integral multiple thereof with respect to the Series 2024A Bonds in the Fixed Rate Mode or the Term Rate Mode;

(b) \$25,000 and any integral multiple thereof with respect to Series 2024A Bonds in an Indexed Mode;

(c) \$100,000 and any integral multiple of \$5,000 in excess thereof with respect to Series 2024A Bonds in the Daily Mode, the Weekly Mode, or the Commercial Paper Mode;

(d) \$250,000 and any integral multiple of \$5,000 in excess thereof with respect to Series 2024A Bonds in the Bank Index Mode or the Bank Fixed Mode; and

(e) \$25,000 and any integral multiple of \$5,000 in excess thereof with respect to the Series 2024A Bonds in the R-FLOATs Rate Mode.

The Series 2024A Bonds are subject to optional redemption, extraordinary optional redemption, mandatory bond sinking fund redemption, special sinking fund redemption, purchase in lieu of redemption and, in certain cases, optional and mandatory tender for purchase, as provided in the Bond Indenture, including but not limited to:

Optional Redemption.

During the Initial Fixed Rate Mode (as defined in the Bond Indenture), the Series 2024A Bonds are subject to redemption prior to the Maturity Date by the Authority at the written direction of the Borrower, in whole or in part at any time on or after August 15, 2034 (and if in part, in such order of maturity as the Borrower shall specify and within maturity by lot using such other method the Bond Trustee determines to be fair and reasonable and in Authorized Denominations), at the Redemption Price equal to 100% of the principal amount of Bonds called for redemption plus accrued interest, if any, to the redemption date.

Mandatory Bond Sinking Fund Redemption.

The Series 2024A Bonds maturing on August 15, 2049 are subject to mandatory sinking fund redemption prior to their stated maturity date at a redemption price equal to par plus accrued interest to the redemption date in the principal amounts and on August 15 of the years set forth below (the 2049 amount to be paid rather than redeemed):

Bond Sinking Fund Redemption Date (August 15)	Principal Amount
2045	\$ 5,750,000
2046	6,040,000
2047	6,340,000
2048	6,655,000
2049*	17,515,000

* Final Maturity

The Series 2024A Bonds maturing on August 15, 2054 and bearing interest at 5.25% are subject to mandatory sinking fund redemption prior to their stated maturity date at a redemption price equal to par plus accrued interest to the redemption date in the principal amounts and on August 15 of the years set forth below (the 2054 amount to be paid rather than redeemed):

Bond Sinking Fund Redemption Date (August 15)	Principal Amount
2050	\$ 9,390,000
2051	9,765,000
2052	10,180,000
2053	10,640,000
2054*	11,145,000

* Final Maturity

The Series 2024A Bonds maturing on August 15, 2054 and bearing interest at 4.25% are subject to mandatory sinking fund redemption prior to their stated maturity date at a redemption price equal to par plus accrued interest to the redemption date in the principal amounts and on August 15 of the years set forth below (the 2054 amount to be paid rather than redeemed):

Bond Sinking Fund Redemption Date (August 15)	Principal Amount
2050	\$ 9,000,000
2051	9,500,000
2052	10,000,000
2053	10,500,000
2054*	11,000,000

* Final Maturity

(i) The Series 2024A Bonds shall be redeemed by the Bond Trustee pursuant to the provisions of this paragraph without any notice from or direction by the Authority or the Borrower.

(ii) The amounts referred to in this Section 502 shall be reduced (1) by the amount of Series 2024A Bonds acquired and delivered in accordance with Section 501(D) hereof in satisfaction of such Bond Sinking Fund requirements and (2) in connection with a partial redemption of Series 2024A Bonds if the Borrower elects to reduce mandatory Bond Sinking Fund redemptions for the Series 2024A Bonds in the manner provided in Section 501 hereof.

Notice for the call for any redemption or purchase of the Series 2024A Bonds shall be given in accordance with the terms of the Bond Indenture. Failure to give notice in the manner prescribed in the Bond Indenture with respect to any Series 2024A Bond, or any defect in such notice, shall not affect the validity of the proceedings for redemption for any Series 2024A Bond with respect to which notice was properly given to the holder thereof. Upon the happening of the above conditions and if sufficient moneys are on deposit with the Bond Trustee on the applicable redemption or purchase date to redeem or purchase the Series 2024A Bonds to be redeemed or purchased and to pay interest due thereon and premium, if any, the Series 2024A Bonds thus called shall not bear interest after the applicable redemption or purchase date, be protected by the Bond Indenture or be deemed to be outstanding under the provisions of the Bond Indenture. If less than all of the Series 2024A Bonds shall be called for redemption or purchase under any provision of the Bond Indenture permitting such partial redemption, the particular Bonds or portions thereof to be redeemed shall be selected as required by the Bond Indenture.

The Series 2024A Bonds are subject to advance defeasance of the Bond Indenture by depositing with the Bond Trustee, in trust, Government Obligations (as defined in the Bond Indenture), which are not prepayable or callable prior to the date the moneys therefrom are anticipated to be required, in such amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, and any uninvested cash, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Bonds outstanding at or before their respective maturity dates; provided that the Bond Trustee shall be permitted to conclusively rely upon an accountant's verification report as conclusive evidence of the sufficiency of the amount of such deposit. The Series 2024A Bonds are also subject to advance defeasance of the Bond Indenture by depositing with the Bond Trustee in trust, at or before maturity, moneys in an amount sufficient to pay or redeem (when redeemable) such portion of the Series 2024A Bonds (including the payment of premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof), provided that such moneys, if invested, shall be invested in Government Obligations, which are not prepayable or callable prior to the date the moneys therefrom are anticipated to be required, in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such portion of the Series 2024A Bonds at or before their respective maturity dates; it being understood that the investment income on such Government Obligations may be used for any other purpose under the Act. Upon such payment or provision therefor, together with all other payments required under the Bond Indenture, the Bond Indenture may be discharged in accordance with the provisions thereof, but the Authority shall remain the obligor

on all Bonds, although the holders thereof and the holder hereof shall be entitled to payment solely out of such moneys or Government Obligations deposited with the Bond Trustee.

The Authority may also pay or provide for the payment of the entire indebtedness on any portion of the Series 2024A Bonds by: (a) depositing with the Bond Trustee, in trust, Government Obligations, which are not prepayable or callable prior to the date the moneys therefrom are anticipated to be required, in such amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, and any uninvested cash, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such portion of the Series 2024A Bonds at or before their respective maturity dates; provided that the Bond Trustee shall be permitted to conclusively rely upon an accountant's verification report as conclusive evidence of the sufficiency of the amount of such deposit; or (b) depositing with the Bond Trustee in trust, at or before maturity, moneys in an amount sufficient to pay or redeem (when redeemable) such portion of the Series 2024A Bonds (including the payment of premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof), provided that such moneys, if invested, shall be invested in Government Obligations, which are not prepayable or callable prior to the date the moneys therefrom are anticipated to be required, in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such portion of the Series 2024A Bonds at or before their respective maturity dates; it being understood that the investment income on such Government Obligations may be used for any other purpose under the Act. Upon such deposit in accordance with the provisions of the Bond Indenture, such portion of the Series 2024A Bonds shall cease to be entitled to any lien, benefit or security under the Bond Indenture. The Authority shall remain the obligor on such portion of the Series 2024A Bonds but the holders thereof shall be entitled to payment (to the exclusion of all other Bondholders) solely out of such moneys or Government Obligations deposited with the Bond Trustee.

Notwithstanding anything to the contrary herein, upon the provision for payment of the Series 2024A Bonds or a portion thereof by depositing with the Bond Trustee, in trust, moneys or Government Obligations as specified in the Bond Indenture, the optional redemption provisions of the Bond Indenture allowing such Bonds to be called prior to maturity upon proper notice (notwithstanding provision for the payment of such Bonds having been made through a date after the first optional redemption date provided for in the Bond Indenture) shall remain available to the Authority, upon direction of the Borrower unless, in connection with making the deposits referred to in the Bond Indenture, the Authority, at the direction of the Borrower, shall have irrevocably elected to waive any future right to call the Series 2024A Bonds or portions thereof for redemption prior to maturity. Notwithstanding anything to the contrary herein, upon provision for payment of the Series 2024A Bonds or a portion thereof prior to the maturity thereof by depositing with the Bond Trustee, in trust, moneys or Government Obligations as specified in the Bond Indenture, the Authority, upon direction of the Borrower, may elect to pay such Bonds on the respective maturity dates therefore unless, in connection with making the deposits referred to in the Bond Indenture, the Authority, at the direction of the Borrower, shall have irrevocably elected to waive such right to provide for the payment thereof on the maturity date. No such redemption or restructuring shall occur, however, unless the Borrower shall deliver on behalf of the Authority to the Bond Trustee (a) Government Obligations and/or cash sufficient to discharge such Bonds (or portion thereof) on the redemption or maturity date or dates selected, and (b) a report of an independent certified public accountant verifying that such Government Obligations, together with the expected earnings

thereon, and/or cash will be sufficient to provide for the payment of such Bonds to the redemption or maturity dates. The Bond Trustee will give written notice of any such redemption to the owners of the Series 2024A Bonds affected thereby.

The owner of this Bond shall have no right to enforce the provisions of the Bond Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Bond Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Bond Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Bond Indenture, the principal of all Bonds issued under the Bond Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Bond Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Bond Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Act and under the Bond Indenture precedent to and in the issuance of this Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Bond have been duly authorized by resolution of the Authority duly adopted.

No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Series 2024A Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Bond Indenture or Loan Agreement or Purchase Contract (as defined in the Bond Indenture) contained, against any past, present or future member, officer, agent or employee of the Authority, or any incorporator, member, officer, employee, director or trustee of any successor corporation, as such, either directly or through the Authority or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, director, agent or trustee, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Bond Indenture, the Loan Agreement and the Purchase Contract and the issuance of any of the Series 2024A Bonds.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Indenture until the certificate of authentication hereon shall have been duly executed by the Bond Trustee.

In the event of any conflict between the terms of this Bond and the terms of the Bond Indenture, the terms of the Bond Indenture shall prevail.

IN WITNESS WHEREOF, as provided by the Act, THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE CITY OF CLEVELAND, TENNESSEE has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman and its corporate seal to be hereunto affixed manually or by facsimile and attested by the facsimile or manual signature of its Secretary, all as of the dated date specified above.

THE HEALTH AND EDUCATIONAL
FACILITIES BOARD OF THE CITY OF
CLEVELAND, TENNESSEE

By: _____
Chairman

(SEAL)

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2024A Bonds described in the within mentioned Bond Indenture.

Authentication Date: _____, 2024

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Bond Trustee

By: _____
Authorized Signatory

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(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____
_____, Attorney, to transfer the said Bond on the Bond Register thereof with full
power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities
Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name of the registered
owner as it appears upon the face of the within Bond in every particular, without alteration or
enlargement or any change whatever.

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EXHIBIT B

(Form of Investor Letter)

[LETTERHEAD OF INVESTOR]

[Date]

The Health and Educational Facilities Board of the City of
Cleveland, Tennessee
Cleveland, Tennessee

U.S. Bank Trust Company, National Association,
Atlanta, Georgia

Re: \$205,230,000 The Health and Educational Facilities Board of the City of
Cleveland, Tennessee Revenue Bonds (Hamilton Health Care System, Inc.
Project), Series 2024A (the “**Series 2024A Bonds**”)

Ladies & Gentleman:

The undersigned, on behalf of _____ (the “**Investor**”), hereby represents and warrants to you as follows:

1. The Investor proposes to purchase the Series 2024A Bonds. The Investor understands that the Series 2024A Bonds have not been registered under the Securities Act of 1933, as amended (the “**1933 Act**”), or the securities laws of any state, and will be sold to the Investor in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Investor set forth herein. Capitalized terms used herein shall have the meanings given to them in the Bond Indenture dated as of July 1, 2024 (the “**Bond Indenture**”) between The Health and Educational Facilities Board of the City of Cleveland, Tennessee (the “**Authority**”) and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, as bond trustee (the “**Bond Trustee**”).

2. The Investor has sufficient knowledge and experience in business and financial matters in general, and investments such as the Series 2024A Bonds in particular, and is capable of evaluating the merits and risks involved in an investment in the Series 2024A Bonds. The Investor is able to bear the economic risk of, and an entire loss of, an investment in the Series 2024A Bonds.

3. The Investor acknowledges it has had an opportunity to ask questions of and has received answers from Hamilton Health Care System, Inc., a Georgia nonprofit corporation organized and existing under the laws of the State of Georgia (the “**Borrower**”); and it has received from the Borrower all information and materials which it regards as necessary to evaluate all merits and risks of its investment. The Investor has not received nor relied upon any offering or disclosure

document with respect to the Series 2024A Bonds in making its decision to purchase the Series 2024A Bonds.

4. The Investor acknowledges and understands that an investment in the Series 2024A Bonds involves a high degree of risk regarding, among other things, the payment of current interest and the payment of principal on the Series 2024A Bonds.

5. The Investor has authority to purchase the Series 2024A Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Series 2024A Bonds.

6. The Investor understands and acknowledges that (i) under no circumstances shall the Series 2024A Bonds and the interest thereon be or become an indebtedness or obligation of the State of Tennessee (the “**State**”), within the purview of any constitutional or statutory limitation or provision, or a charge against the credit of, or a pledge of the taxing power of, the State or any political subdivision thereof, (ii) the Series 2024A Bonds shall be limited obligations of the Authority, and no taxes are required to be levied for the payment of principal, premium, if any, and interest on the Series 2024A Bonds; such principal of, premium, if any, and interest on the Series 2024A Bonds being payable (except as otherwise provided in the Bond Indenture) solely out of moneys to be received by the Authority as proceeds from the sale of the Series 2024A Bonds or payments or prepayments to be made on the obligations pledged under the Bond Indenture, from amounts payable under the Loan Agreement, from certain amounts on deposit with the Bond Trustee pursuant to the Bond Indenture and from certain income, if any, from the temporary investment of any of the foregoing and (iii) the Authority does not have the power to levy taxes for any purpose whatsoever, including, but not limited to payment of principal of, premium, if any, and interest on the Series 2024A Bonds. The Investor also acknowledges that the Series 2024A Bonds do not represent general obligations of the Authority, the State of Tennessee or any political subdivision thereof. The Investor understands that the Series 2024A Bonds are not payable from taxes or any moneys provided by or to the Authority, other than those described in the Bond Indenture.

7. The Investor acknowledges and understands that the Series 2024A Bonds: (i) have not been and will not be registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any jurisdiction, (ii) will not be listed on any stock or other securities exchange, (iii) will carry no rating from any rating service, and (iv) will not be readily marketable.

8. The Investor is purchasing the Series 2024A Bonds solely for its own account for investment purposes and has no intention to resell or distribute all or any portion of, or interest in, the Series 2024A Bonds; provided that the Investor reserves the right to transfer or dispose of the Series 2024A Bonds at any time, and from time to time, in its complete and sole discretion, subject, however, to the restrictions described in paragraphs 9 and 10 of this letter. Under no circumstances will the Series 2024A Bonds (or any portion thereof) become a part of any securitization whereby beneficial interests in the Series 2024A Bonds are offered and sold to downstream investors as a separate security other than as specifically set forth herein related to Investor Trusts (as hereinafter defined).

9. The Investor agrees that it will only offer, sell, pledge, transfer or exchange the Series 2024A Bonds (or any legal or beneficial interest therein) in whole, and then only (i) in accordance with an available exemption from the registration requirements of Section 5 of the 1933 Act, (ii) in accordance with any applicable federal and state securities laws and (iii) upon written notice to the Authority and the Bond Trustee.

10. The Investor is [an institutional “accredited investor” within the meaning of Regulation D, Section 501 through 506 of the 1933 Act][a “qualified institutional buyer” within the meaning of Section 144A of the 1933 Act] and understands and acknowledges that the Series 2024A Bonds may be offered, resold, pledged or transferred in compliance with the Bond Indenture and herein and only to: (a) an affiliate of the Investor that is a “qualified institutional buyer”, (b) a trust or other custodial arrangement established by the Investor or an affiliate of the Investor of which the owners of any beneficial interests therein are limited to “qualified institutional buyers” or institutional “accredited investors” (each as defined in this paragraph 10) and such beneficial interests are in minimum authorized denominations set forth in the Bond Indenture (herein referred to as an “*Investor Trust*”), or (c) a person who is an institutional “accredited investor,” within the meaning of Regulation D, Section 501 through 506 of the 1993 Act or a “qualified institutional buyer,” within the meaning of Section 144A of the 1933 Act, which institutional accredited investor or qualified institutional buyer, as the case may be, executes and delivers to the Authority an “investor letter” in the form of this letter. The Investor understands and acknowledges that any and all subsequent offers, resales, pledges or transfers by an affiliate of the Investor or an Investor Trust as described in this paragraph 10 remain subject to the preceding requirements of this paragraph 10.

11. In entering into this transaction the Investor has not relied upon any representations or opinions made by the Authority or its counsel relating to the legal or financial consequences or other aspects of the transactions, nor has it looked to, nor expected, the Authority to undertake or require any credit investigation or due diligence reviews relating to the Borrower, its financial condition or business operations, the Borrower's facilities (including the financing, operation or management thereof), or any other matter pertaining to the merits or risks of the transaction, or the adequacy of any collateral pledged to secure repayment of the Series 2024A Bonds.

12. The Investor hereby indemnifies the Authority and the Bond Trustee against any failure by the Investor, an affiliate of the Investor or an Investor Trust to transfer the Series 2024A Bonds in accordance with the restrictions relating thereto set forth in the Series 2024A Bonds, the Bond Indenture and herein.

By: _____
Its: _____

EXHIBIT C
TO
BOND TRUST INDENTURE

PROJECT FUND PAYMENT REQUISITION
No. _____
Series 2024A Bonds

This Project Fund Payment Requisition is presented to U.S. Bank Trust Company, National Association, as Bond Trustee, to support a disbursement from the Project Fund created by Section 303 of a Bond Indenture, dated as of July 1, 2024 (the “*Bond Indenture*”) between the Bond Trustee and The Health and Educational Facilities Board of the City of Cleveland, Tennessee (the “*Authority*”) and pursuant to the terms of a Loan Agreement, dated as of July 1, 2024, between Hamilton Health Care System, Inc. (the “*Borrower*”) and the Authority, each related to the Series 2024A Bonds identified in such Bond Indenture and such Loan Agreement. Capitalized terms used in this Project Fund Payment Requisition have the same meanings as are attributed to them in such Bond Indenture.

The undersigned certifies that:

1. He/she is the Authorized Borrower Representative of the Borrower duly appointed pursuant to Article I of the Bond Indenture.

2. The Borrower requests that the amounts set forth on Schedule A be paid from the Project Fund:

to the persons identified on Schedule A to pay the Project Costs itemized in Schedule A* or to reimburse the Borrower or a Benefitted Affiliate for Project Costs paid by it*

**strike inappropriate clause*

Do any of the amounts set forth on Schedule A represent amounts that were paid by the Borrower or a Benefitted Affiliate before the Series 2024A Bonds were issued?

Yes _____ No _____

If yes, mark with a “” each of the amounts set forth on Schedule A that represent amounts paid by the Borrower before the Series 2024A Bonds were issued.*

3. Each amount set forth on Schedule A (A) has been properly paid or incurred in the amount and for the purpose specified on Schedule A, (B) is a proper charge against the Project Fund, (C)

is chargeable to a capital account for federal income purposes, (D) is unpaid (unless this is a request for reimbursement), (E) has not been the basis of any previous withdrawal from or certification for withdrawal from the Project Fund and (E) if an amount set forth on Schedule A is to reimburse the Borrower or a Benefited Affiliate for an expenditure paid by the Borrower or a Benefited Affiliate prior to the date on which the Series 2024A Bonds were issued, Schedule A specifies the prior expenditure.

4. *(A) After giving effect to the amounts requested to be paid by this disbursement 100% of the amounts that have been disbursed from the Project Fund has been or has reimbursed the Borrower or a Benefited Affiliate for amounts that the Borrower or a Benefited Affiliate has, (1) used to pay Project Costs, (2) used for the acquisition or improvement of land or the acquisition, construction, reconstruction or improvement of property of a character subject to the allowance for depreciation under Section 167 of the Code and (3) charged to a capital account of the Borrower or a Benefited Affiliate or could have been so charged either with an election to do so or but for a proper election not to do so.

*(B) Attached hereto is an Opinion of Bond Counsel to the effect that the use of money in the Project Fund to pay amounts requested that do not comply with the requirements of Paragraph 4(A) above will not adversely affect the validity of the Series 2024A Bonds or any exclusion from gross income for federal income tax purposes to which interest on the Series 2024A Bonds would otherwise be entitled.

**strike inappropriate clause*

5. No Event of Default has occurred and is continuing and that nothing has occurred to the knowledge of the Borrower that prevents the performance by the Borrower of its obligations under the Borrower's Documents.

6. All requirements of the Borrower's Documents relevant to the disbursement of money from the Project Fund have been met.

7. *(A) Each item of cost included in this Requisition was taken into account in the calculation set forth in the Tax Certificate and Non-Arbitrage Certificate in which the weighted average reasonably expected economic life of the Bond Financed Property was made.

*(B) The reasonably expected economic life to the Borrower of the property for which payment is being requested, determined as of the later of the date on which the Series 2024A Bonds were issued or the date on which that property was or is expected to be placed in service, will not cause the weighted average maturity of the Series 2024A Bonds to exceed 120% of the weighted average reasonably expected economic life of the Bond Financed Property, taking into account the substituted or additional property, to be financed or refinanced, directly or indirectly, with the proceeds of the Series 2024A Bonds, determined in accordance with Section 147(b) of the Code and as calculated in Schedule B.

*(C) The Borrower has made arrangements to sufficiently shorten the average maturity of the Series 2024A Bonds so that the condition described in (B) above will be met through redemption or defeasance of the Series 2024A Bonds.

**strike the two inappropriate clauses*

8. The proceeds of this Requisition No. ___ will be applied to facilities located only at those addresses set forth in the Notice(s) of Public Hearing attached as an exhibit to the Tax Certificate and Non-Arbitrage Certificate.

Dated: _____

Hamilton Health Care System, Inc.

By: _____
Authorized Borrower Representative

SCHEDULE A
TO
PROJECT FUND PAYMENT REQUISITION
NO. _____

Withdrawals from the Project Fund

<u>Payee's Name and Address</u>	<u>Project Cost Itemizations</u>	<u>Amounts Requisitioned</u>

Mark with a "" each of the amounts set forth on this Schedule A that represent amounts paid by the Borrower or a Benefited Affiliate before the Series 2024A Bonds were issued.*

SCHEDULE B
TO
PROJECT FUND PAYMENT REQUISITION
NO. _____

(A calculation of the reasonably expected economic life of the property acquired with the proceeds of this Requisition if required by Paragraph 7)

EXHIBIT D

COMPLETION CERTIFICATE

U.S. Bank Trust Company, National Association
Atlanta, Georgia

Re: Completion Certificate for The Health and Educational Facilities Board of the City of Cleveland, Tennessee Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024A

To the Addressee:

Pursuant to the Bond Indenture, dated as of July 1, 2024 (the “**Bond Indenture**”), between you and The Health and Educational Facilities Board of the City of Cleveland, Tennessee, I hereby certify as follows:

(i) the Project was completed on _____, 20__, and without prejudice as to rights against third parties, all costs and expenses incurred in connection with the Project and expected to be paid with proceeds of the Series 2024A Bonds have been paid except for specified amounts either that are not yet due and payable or that the Borrower is contesting in good faith by appropriate proceedings,

(ii) all permits for the occupancy and use of the Project have been obtained, if applicable; and

(iii) [As shown on the attached, the weighted average maturity of the Series 2024A Bonds does not exceed 120% of the average reasonably expected economic life of the Bond Financed Property (taking into account any additions to or deletions from the Project as originally contemplated in the Tax Certificate and Agreements), calculated in accordance with Section 147 of the Code] OR [the Borrower has sufficiently shortened the weighted average maturity of the Series 2024A Bonds (taking into account any additions to or deletions from the Project as originally contemplated in the Tax Certificate and Agreements), through a [defeasance] or [optional redemption] of a portion of the Series 2024A Bonds].

Capitalized terms used herein shall have the meanings assigned to them in the Bond Indenture.

Dated this _____ day of _____, 20__.

HAMILTON HEALTH CARE SYSTEM, INC.

By: _____
Authorized Borrower Representative

BOND INDENTURE

Between

DALTON-WHITFIELD COUNTY JOINT DEVELOPMENT AUTHORITY

And

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as trustee**

Dated as of July 1, 2024

Relating to

**\$74,625,000
Dalton-Whitfield County Joint Development Authority
Revenue Bonds
(Hamilton Health Care System, Inc. Project), Series 2024B**

This instrument was prepared by:

MURRAY BARNES FINISTER LLP
3525 Piedmont Road NE
Atlanta, Georgia 30309
Suite 515
Atlanta, GA 30305
(678) 999-0350

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(This Table of Contents is not a part of this Bond Indenture
and is only for convenience of reference)

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EXHIBIT A — Form of Bond

EXHIBIT B — Form of Investor Letter

BOND INDENTURE

THIS BOND INDENTURE (as amended, restated or supplemented from time to time, this “**Bond Indenture**”), dated as of July 1, 2024, between DALTON-WHITFIELD COUNTY JOINT DEVELOPMENT AUTHORITY (the “**Authority**”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as bond trustee (the “**Bond Trustee**”), duly established, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America;

WITNESSETH:

WHEREAS, the Authority is a public body corporate and politic created and existing under the Constitution and Laws of the State of Georgia, specifically, the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62-1, *et seq.*), as amended (the “**Act**”); and

WHEREAS, the Authority was created for the purpose of developing and promoting for the public good and general welfare trade, commerce, industry and employment opportunities and promoting the general welfare of the State of Georgia, and the Act empowers the Authority to issue its revenue obligations, in accordance with the applicable provisions of the Revenue Bond Law of the State of Georgia (O.C.G.A. Sections 36-82-60--36-82-85), as heretofore or hereafter amended, and to lend the proceeds of such revenue obligations to any person, firm, or corporation for the purpose of financing or refinancing the cost of acquiring, constructing and installing any “project” (as defined in the Act) in furtherance of the public purpose for which it was created or refunding any bonds or other obligations previously issued for such purpose; and

WHEREAS, in furtherance of the public purpose for which the Authority was created, the Authority proposes to issue its \$74,625,000 in aggregate principal amount Dalton-Whitfield County Joint Development Authority Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024B (the “**Series 2024B Bonds**” or the “**Bonds**”) pursuant to this Bond Indenture; and

WHEREAS, the Authority proposes to loan (the “**Loan**”) the proceeds of the sale of the Series 2024B Bonds to Hamilton Health Care System, Inc., a Georgia nonprofit corporation (the “**Borrower**”) pursuant to the Loan Agreement for the purpose of (a) refunding all or a portion of the (i) Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2012B in the original aggregate principal amount of \$6,580,000 (the “**Series 2012B Bonds**”); (ii) Development Authority of the City of Dalton Revenue Bonds (Hamilton Health Care System), Series 2012C in the original aggregate principal amount of \$53,620,000 (the “**Series 2012C Bonds**”); and (iii) Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2022 in the original aggregate principal amount of \$31,165,000 (the “**Series 2022 Bonds**” and, together with the Series 2012B Bonds and the Series 2012C Bonds, the “**Refunded Bonds**”); and (b) paying all or a portion of the costs of issuance of the Series 2024B Bonds; and

WHEREAS, the Borrower will execute and deliver to the Bond Trustee, as assignee of the Authority, its 2024-3 Master Indenture Obligation, dated the date of authentication of the Series

2024B Bonds (the “**2024-3 Master Indenture Obligation**”), to evidence and secure the obligations of the Borrower and the other Obligated Group Members (as defined in the Original Master Indenture as defined below) to make payments due on the Series 2024B Bonds as and when the same are due and payable, which 2024-3 Master Indenture Obligation will be issued and secured under the Master Trust Indenture, dated as of December 1, 1996 (the “**1996 Master Indenture**”), among the Borrower, Hamilton Medical Center, Inc. (“**HMC**”) and U.S. Bank Trust Company, National Association, as successor master trustee (in such capacity, the “**Master Trustee**”), as supplemented by various supplemental indentures, including by the Fourteenth Supplemental Master Trust Indenture, dated as of July 1, 2024 (the “**Supplement No. 14**”), between the Borrower, in its separate capacities as “Obligated Group Agent,” “Credit Group Representative,” and an “Obligated Group Member,” and the Master Trustee, relating to the issuance of the 2024-3 Master Indenture Obligation (the 1996 Master Indenture, as so supplemented, the “**Original Master Indenture**”); and

WHEREAS, pursuant to Section 9.2 of the Original Master Indenture, with the consent of the Holders of not less than a majority in aggregate principal amount of “Obligations” (as defined in the Original Master Indenture) then Outstanding (as defined in the Original Master Indenture), the Obligated Group Members and the Master Trustee may enter into amendments, supplements and restatements to the Original Master Indenture; and

WHEREAS, upon the receipt of the requisite consent required by Section 9.2 of the Original Master Indenture, the Original Master Indenture will be amended and restated by the Amended and Restated Master Trust Indenture, dated July 31, 2024 (as may be further amended and supplemented from time to time, the “**Restated Master Indenture**”), among the Borrower, HMC, Bradley Medical Center, LLC (“**BMC**”), and VBMC, Inc. (“**VBMC**”) and the Master Trustee, which such Restated Master Indenture will be effective, following the issuance of the Series 2024B Bonds, on the date of issuance of the Series 2024B Bonds (the “**Closing Date**”); and

WHEREAS, the Holders, by purchasing the Series 2024B Bonds, will be deemed to have irrevocably consented to the amendment, restatement and replacement of the Original Master Indenture with the Restated Master Indenture and such Holders will be deemed to have irrevocably directed the Bond Trustee, as Holder of the 2024-3 Master Indenture Obligation, to consent to the amendment, restatement and replacement of the Original Master Indenture with the Restated Master Indenture; and

WHEREAS, on the Closing Date, the following Obligations are currently outstanding under the Original Master Indenture (collectively, the “**Prior Outstanding Obligations**”): (i) the Series 1996-1 Master Note (the “**Series 1996-1 Master Note**”) in the outstanding aggregate principal amount of \$7,845,000 securing payments to be made on the Development Authority of the City of Dalton Revenue Certificates (Hamilton Health Care System Project), Series 1996 (the “**Series 1996 Bonds**”); (ii) the Series 2017-1 Master Note (the “**Series 2017-1 Master Note**”) in the outstanding aggregate principal amount of \$90,000,000 securing payments to be made on the Dalton-Whitfield County Joint Development Authority Revenue Bonds (Hamilton Health Care System Project), Series 2017 (the “**Series 2017 Bonds**”); and (iii) the Series 2024-1 Master Note (the “**Series 2024-1 Master Note**”) in the commitment amount of \$50,000,000 (but the drawn amount of \$0) securing payments to be made on the Credit Agreement and

WHEREAS, contemporaneously with the issuance and delivery of the Series 2024B Bonds, The Health and Educational Facilities Board of the City of Cleveland, Tennessee (the “**Cleveland Authority**”), is issuing its \$205,230,000 in aggregate principal amount The Health and Educational Facilities Board of the City of Cleveland, Tennessee Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024A (the “**Cleveland Bonds**”), and in connection therewith, the Borrower will execute and deliver to and U.S. Bank Trust Company, National Association, as bond trustee, as assignee of the Dalton Authority, its 2024-2 Master Indenture Obligation which will be issued and secured under the Original Master Indenture;

WHEREAS, the aggregate principal amount of the Prior Outstanding Obligations, the 2024-2 Master Indenture Obligation and the 2024-3 Master Indenture Obligation is \$377,700,000 which means that in order to obtain the consent required by Section 9.2 of the Original Master Indenture (the consent of the Holders of not less than a majority in aggregate principal amount of “Obligations” under the Original Master Indenture), the aggregate principal amount of \$188,850,001 is required to amend, restate and replace the Original Master Indenture; and

WHEREAS, the aggregate principal amount of the 2024-2 Master Indenture Obligation and the 2024-3 Master Indenture Obligation is \$279,855,000 which constitutes more than a majority of the aggregate principal amount of Obligations Outstanding under the Original Master Indenture, and accordingly, the amendment, restatement and replacement of the Original Master Indenture with the Restated Master Indenture shall be effective following the issuance of the Series 2024B Bonds, on the Closing Date; and

WHEREAS, in order to secure the payment of the Series 2024B Bonds, the Authority will pledge all of its right, title and interest in and to the Loan Agreement (except for Unassigned Rights) and the 2024-3 Master Indenture Obligation, including its right to receive certain payments pursuant to the 2024-3 Master Indenture Obligation, to the Bond Trustee pursuant to this Bond Indenture; and

WHEREAS, all references herein to the “Master Indenture” shall upon the Closing Date, following the issuance of the Series 2024B Bonds and the execution and delivery of the Restated Master Indenture, be references to the “Restated Master Indenture,” as it may be further supplemented and amended from time to time; and

WHEREAS, the Bond Trustee has accepted the trusts created by this Bond Indenture and in evidence thereof has joined in the execution hereof; and

WHEREAS, all things necessary to make the Series 2024B Bonds when authenticated by the Bond Trustee and issued as in this Bond Indenture provided, the valid, binding and legal obligations of the Authority according to the import thereof, and to constitute this Bond Indenture a valid assignment and pledge of the Trust Estate for payment of the principal of, premium, if any, and interest on the Series 2024B Bonds, and to constitute this Bond Indenture a valid assignment of the Trust Estate except as otherwise stated herein, have been done and performed, and the creation, execution and delivery of this Bond Indenture, and the issuance of the Series 2024B Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS BOND INDENTURE WITNESSETH:

That the Authority in consideration of the premises and of the purchase of the Series 2024B Bonds and of other good and lawful consideration, the receipt of which is hereby acknowledged, and to secure the payment of the principal of, premium, if any, and interest on the Series 2024B Bonds and the performance and observance of all of the covenants and conditions herein or therein contained, has executed and delivered this Bond Indenture and has conveyed, granted, assigned, transferred, pledged, set over and confirmed and granted a security interest in and by these presents does hereby convey, grant, assign, transfer, pledge, set over and confirm and grant a security interest in, unto the Bond Trustee, its successor or successors and its or their assigns forever, the property hereinafter described (said property being herein sometimes referred to as the “trust estate”) to wit:

GRANTING CLAUSES

DIVISION I

All right, title and interest of the Authority in and to the funds created hereunder and all amounts held therein, including investment earnings;

DIVISION II

All right, title and interest of the Authority in and to the 2024-3 Master Indenture Obligation and all sums payable thereunder;

DIVISION III

All right, title and interest of the Authority in and to the Loan Agreement and the amounts payable to the Authority thereunder (excluding Unassigned Rights);

DIVISION IV

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Authority, by the Borrower or by anyone on their behalf to the Bond Trustee, including without limitation funds of the Borrower held by the Bond Trustee as security for the Series 2024B Bonds;

EXCEPTED PROPERTY

THERE ARE, HOWEVER, expressly excepted and excluded from the lien and operation of this Bond Indenture amounts held by the Bond Trustee in the Purchase Fund and the Rebate Fund created hereunder (as such terms are hereinafter defined);

TO HAVE AND TO HOLD, all and singular, the properties and the rights and privileges hereby conveyed, assigned and pledged by the Authority or intended so to be, unto the Bond Trustee and its successors and assigns forever, in trust, nevertheless, with power of sale for the equal and pro rata benefit and security of each and every holder of the Series 2024B Bonds issued and to be issued hereunder, without preference, priority or distinction as to participation in the benefit and protection hereof of one Bond over or from the others, by reason of priority in the issue

or negotiation or maturity thereof, or for any other reason whatsoever, except as herein otherwise expressly provided, so that each and all of such Bonds shall have the same right, lien and privilege under this Bond Indenture and shall be equally secured hereby with the same effect as if the same had all been made, issued and negotiated simultaneously with the delivery hereof and were expressed to mature on one and the same date, for the benefit and security of the Credit Facility Provider, if any, with respect to the obligations of the Borrower under a related Reimbursement Agreement, if any, for the benefit and security of the Liquidity Facility Provider, if any, with respect to the obligations of the Borrower under the Liquidity Facility or a related Reimbursement Agreement and for the benefit and security of the Purchaser, if any, with respect to the obligations of the Borrower under a Continuing Covenant Agreement, if any;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that if the Authority or its successors or assigns shall well and truly pay or cause to be paid the principal of such Series 2024B Bonds (including, without limitation, Liquidity Facility Bonds) with interest, including the payment of the Purchase Price for any Series 2024B Bonds (including, without limitation, Liquidity Facility Bonds), according to the provisions set forth in the Series 2024B Bonds (including, without limitation, Liquidity Facility Bonds) and each of them or shall provide for the payment or redemption of such Series 2024B Bonds (including, without limitation, Liquidity Facility Bonds) by irrevocably depositing or causing to be irrevocably deposited with the Bond Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions hereof, and shall also pay or cause to be paid all other sums payable hereunder by the Authority, then these presents and the estate and rights hereby granted shall cease, determine and become void, and thereupon the Bond Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the Authority and the Borrower and upon the payment of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the Authority such instruments of satisfaction or release as may be necessary or proper to discharge this Bond Indenture, including if appropriate any required discharge of record, and if necessary shall grant, convey, reassign and deliver to the Authority, its successors or assigns, all and singular the property, rights, privileges and interests by it hereby granted, conveyed, assigned and delivered, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided; otherwise this Bond Indenture shall be and remain in full force;

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto that all Series 2024B Bonds (including, without limitation, Liquidity Facility Bonds) are to be issued, authenticated and delivered, and that all the trust estate is to be held and applied, subject to the further covenants, conditions, releases, uses and trusts hereinafter set forth, and the Authority, for itself and its successors, does hereby covenant and agree to and with the Bond Trustee and its respective successors in said trust, for the benefit of those who shall own the Series 2024B Bonds (including, without limitation, Liquidity Facility Bonds), or any of them, and for the benefit of the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. Except as hereinafter provided, the terms used in this Bond Indenture shall have the same meanings as set forth in the Master Indenture. In addition to the

words and terms defined in the Master Indenture or elsewhere in this Bond Indenture, the following words and terms as used in this Bond Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

“**Act**” means the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62-1, *et seq.*), as amended.

“**Affiliate**” has the meaning set forth in the Master Indenture.

“**Alternate Rate**” means, (i) with respect to Series 2024B Bonds in a Daily Mode, Weekly Mode, Commercial Paper Mode or Term Rate Mode, the applicable annual rate determined as provided in Section 209 hereto, (ii) with respect to the R-FLOATs Rate during an R-FLOATs Weekly Period or an R-FLOATs Monthly Period, the SIFMA Municipal Index as most recently published prior to the date the Alternate Rate is determined, and (iii) with respect to the R-FLOATs Rate during an R-FLOATs Term Period, an annual rate equal to 75% of the highest quoted yield on United States Government Obligations – State and Local Government Series, with a maturity equal to the length of the R-FLOATs Term Period for which the Alternate Rate is calculated, which yield is published in Form PD4262, Department of Treasury, Bureau of Public Debt, as most recently published prior to the date the Alternate Rate is determined.

“**Applicable Factor**” means, during any Bank Index Rate Period, (a) a percentage designated by the Market Agent (which shall be a percentage between 65.1% and 135%), or (b) such other percentage determined by the Market Agent in accordance with Section 210(B)(2)(b) or 210(C)(2) which in the Opinion of Bond Counsel will not adversely affect any exclusion from gross income for federal income tax purposes to which the Series 2024B Bonds would otherwise be entitled.

“**Applicable Spread**” means, with respect to each Bank Index Rate Period, the following:

(a) during any Bank Index Rate Period (other than a Subsequent Bank Index Rate Period), the number of basis points determined by the Market Agent on or before the first day of such Bank Index Rate Period, as applicable, and designated by the Borrower in accordance with 210(B) (which may include a schedule for the Applicable Spread based upon the ratings assigned to the long-term unenhanced parity debt of the Borrower and any other members of the Obligated Group) that, when added to the product of the Index multiplied by the Applicable Factor would in the judgment of the Market Agent under then-existing market conditions equal the minimum interest rate per annum that would enable the Series 2024B Bonds to be sold on such date at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon); and

(b) during any Subsequent Bank Index Rate Period, the number of basis points determined by the Market Agent on or before the first day of such Subsequent Bank Index Rate Period and designated by the Borrower in accordance with Section 210(C)(1) (which may include a schedule for the Applicable Spread based upon the ratings assigned to the long-term unenhanced parity debt of the Borrower and any other members of the Obligated Group) that, when added to the product of the Index multiplied by the Applicable Factor would in the judgment of the Market Agent under then-existing market conditions equal

the minimum interest rate per annum that would enable the Series 2024B Bonds to be sold on such date at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon).

“**Authority**” means Dalton-Whitfield County Joint Development Authority, a public body corporate and politic and instrumentality of the State of Georgia created and existing under and by virtue of the Act, and its successors and assigns.

“**Authorized Authority Representative**” means the Chairman, Vice Chairman or Secretary of the Authority or the person or persons at the time designated to act on behalf of the Authority by written certificate furnished to the Bond Trustee containing the specimen signature of each such person and signed on behalf of the Authority by its Chairman or Vice Chairman.

“**Authorized Borrower Representative**” means the President and Chief Executive Officer; Executive Vice President and Chief Financial Officer; Executive Director, Financial Services Director; or Finance & Treasury Services of the Borrower or the person or persons at the time designated to act on behalf of the Borrower by written certificate furnished to the Bond Trustee containing the specimen signature of each such person and signed on behalf of the Borrower by its President or any Vice President.

“**Authorized Denomination**” means denominations of

(a) \$5,000 and any integral multiple thereof with respect to the Series 2024B Bonds in the Fixed Rate Mode or the Term Rate Mode;

(b) \$25,000 and any integral multiple thereof with respect to Series 2024B Bonds in an Indexed Mode;

(c) \$100,000 and any integral multiple of \$5,000 in excess thereof with respect to Series 2024B Bonds in the Daily Mode, the Weekly Mode, or the Commercial Paper Mode;

(d) \$250,000 and any integral multiple of \$5,000 in excess thereof with respect to Series 2024B Bonds in the Bank Index Mode or the Bank Fixed Mode; and

(e) \$25,000 and any integral multiple of \$5,000 in excess thereof with respect to the Series 2024B Bonds in the R-FLOATs Rate Mode.

“**Automatic Termination Event**” or “**Automatic Termination Events**” means an event or events of default specified in the Liquidity Facility resulting in the immediate termination, without notice from the Liquidity Facility Provider or mandatory tender, of the Liquidity Facility Provider’s obligation to purchase Liquidity Facility Bonds to the extent and pursuant to the limitations provided in the Liquidity Facility.

“**Bank Fixed Mode**” means the Mode during which the Series 2024B Bonds bear interest at a Bank Fixed Rate (including during a Subsequent Bank Fixed Rate Period); provided that, unless otherwise specifically indicated herein, references to the Bank Fixed Mode shall include Bonds bearing interest at the Term-Out Rate immediately following a Bank Fixed Rate Purchase

Date if the Series 2024B Bonds are in a Term-Out Period pursuant to Section 210(D) hereof and a Term-Out Period is provided in the Continuing Covenant Agreement.

“**Bank Fixed Rate**” means the per annum interest rate with respect to any Series 2024B Bonds determined on a Rate Determination Date for each Bank Fixed Rate Period and set by the Market Agent pursuant to Section 210(A) hereof. The Bank Fixed Rate shall be subject to adjustment pursuant to Section 210(F) hereof.

“**Bank Fixed Rate Period**” means

(a) each period (other than a Subsequent Bank Fixed Rate Period) during which the Series 2024B Bonds bear interest at a Bank Fixed Rate from and including a Bank Rate Change Date to, but not including, the earlier of (i) the immediately succeeding Bank Fixed Rate Purchase Date, (ii) the next succeeding Mode Change Date, (iii) the date on which the Series 2024B Bonds are redeemed in full and (iv) the Maturity Date, and

(b) any Subsequent Bank Fixed Rate Period.

“**Bank Fixed Rate Purchase Date**” means, during any Bank Fixed Rate Period,

(a) the date designated by the Borrower pursuant to Section 210(A) or 210(C) hereof, and

(b) the date that is seven calendar days (or if such seventh calendar day is not a Business Day, the next Business Day) after the date on which the Bond Trustee receives written notice from the Purchaser under a Continuing Covenant Agreement that (i) advises the Bond Trustee of the occurrence and continuance of an “Event of Default” under and as defined in such Continuing Covenant Agreement and (ii) directs the Bond Trustee to cause a mandatory tender of the Series 2024B Bonds held by such Purchaser by reason of such “Event of Default.”

“**Bank Index Mode**” means the Mode during which the Series 2024B Bonds bear interest at a Bank Index Rate (including during a Subsequent Bank Index Rate Period); provided that, unless otherwise specifically indicated herein, references to the Bank Index Mode shall include Bonds bearing interest at the Term-Out Rate immediately following a Bank Index Rate Purchase Date if the Series 2024B Bonds are in a Term-Out Period pursuant to Section 210(D) hereof and a Term-Out Period is provided in the Continuing Covenant Agreement.

“**Bank Index Rate**” means the per annum interest rate with respect to any Series 2024B Bonds determined on each Rate Determination Date during each Bank Index Rate Period equal to the sum of (a) the product of (i) the Index on the Rate Determination Date and (ii) the Applicable Factor plus (b) the Applicable Spread, as calculated pursuant to Sections 210(B) and 210(C) hereof and subject to adjustment pursuant to Section 210(F) hereof.

“**Bank Index Rate Period**” means

(a) each period (other than a Subsequent Bank Index Rate Period) during which the Series 2024B Bonds bear interest at a Bank Index Rate from and including a Bank Rate

Change Date to, but not including, the earliest of (i) the immediately succeeding Bank Index Rate Purchase Date, (ii) the next succeeding Mode Change Date, (iii) the date on which the Series 2024B Bonds are redeemed in full and (iv) the Maturity Date, and

(b) any Subsequent Bank Index Rate Period.

“Bank Index Rate Purchase Date” means, during any Bank Index Rate Period,

(a) during any Bank Index Rate Period, the date designated by the Borrower pursuant to Section 210(B) or 210(C), as applicable, and

(b) the date that is seven calendar days (or if such seventh calendar day is not a Business Day, the next Business Day) after the date on which the Bond Trustee receives written notice from the Purchaser under a Continuing Covenant Agreement that (i) advises the Bond Trustee of the occurrence and continuance of an “Event of Default” under and as defined in such Continuing Covenant Agreement and (ii) directs the Bond Trustee to cause a mandatory tender of the Series 2024B Bonds held by such Purchaser by reason of such “Event of Default.”

“Bank Index Rate Reset Date” means (i) when the Index for a Bank Index Rate Period is Term SOFR, the SOFR Reset Date; or (ii) when the Index for a Bank Index Rate Period is SIFMA Municipal Index, Thursday of each week.

“Bank Rate Change Date” means

(a) the date on which the Series 2024B Bonds begin to bear interest at a Bank Index Rate or a Bank Fixed Rate, and

(b) if the Series 2024B Bonds are presently bearing interest at a Bank Index Rate or a Bank Fixed Rate during a Bank Rate Period, the Mode Change Date on which a new Bank Rate Period shall commence.

“Bank Rate Period” means a Bank Index Rate Period or a Bank Fixed Rate Period.

“Bank Rate Purchase Date” means a Bank Index Rate Purchase Date, a Bank Fixed Rate Purchase Date or a Term-Out Purchase Date.

“Benefited Affiliate” means any Affiliate of the Borrower that owns or uses Bond Financed Property. On the date of this Bond Indenture, the Benefited Affiliate is expected to be HMC.

“Bondholder,” “holder” or “owner of the Series 2024B Bonds” means the registered owner of any Bond.

“Bond Counsel” means Murray Barnes Finister LLP or any nationally recognized municipal bond counsel not objected to by the Authority.

“Bond Financed Property” means any and all property of the Borrower or a Benefited Affiliate financed or refinanced, directly or indirectly, with the proceeds of the Refunded Bonds, as more specifically detailed in the Tax Certificate and Agreements.

“Bond Indenture” means this Bond Indenture dated as of July 1, 2024 between the Authority and the Bond Trustee, as it may from time to time be amended or supplemented.

“Bond Register” means the registration books of the Authority kept by the Bond Registrar to evidence the registration and transfer of Bonds.

“Bond Registrar” means the Bond Trustee, as keeper of the Bond Register.

“Bond Resolution” means the resolution adopted by the members of the Authority on May 21, 2024 and July 23, 2024, authorizing the issuance, delivery and sale of the Series 2024B Bonds.

“Bond Sinking Fund” means the fund by that name established under Section 404 hereof.

“Bond Trustee” means U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, or any successor trustee under this Bond Indenture.

“Bonds” or “Series 2024B Bonds” means the \$74,625,000 in aggregate original principal amount of Dalton-Whitfield County Joint Development Authority Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024B authorized to be issued pursuant to the terms and conditions of this Bond Indenture.

“Borrower” means Hamilton Health Care System, Inc., a nonprofit corporation duly organized and existing under the laws of the State of Georgia, and its successors and assigns and any surviving, resulting or transferee corporation.

“Business Day” means a day which is not (a) a Saturday, Sunday or legal holiday on which banking organizations in the State of New York or the city in which the Principal Office of the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, the Remarketing Agent, if any, the Tender Agent, if any, the Purchaser, if any, the Market Agent, if any, the Index Agent, if any, or the Bond Trustee is located are authorized or required by law to close and on which such entity is in fact closed or (b) a day on which the New York Stock Exchange or Federal Reserve Banks are closed.

“Call Date” means for (i) an Indexed Mode, the date six months prior to the Purchase Date for such Indexed Rate Mode (unless the Indexed Rate Mode shall be shorter than six months, in which case, the Call Date shall be inapplicable and the applicable Series 2024B Bonds shall not be callable at the option of the Borrower prior to the applicable Purchase Date), and (ii) a Term Rate Mode, a date six months prior to the Purchase Date for such Term Rate Mode (unless the Term Rate Mode shall be shorter than six months, in which case, the Call Date shall be inapplicable and the applicable Series 2024B Bonds shall not be callable at the option of the Borrower prior to the applicable Purchase Date).

“**Closing Date**” means the date of the initial issuance and delivery of the Series 2024B Bonds.

“**CME Term SOFR Administrator**” means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (or a successor administrator).

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations, relating to such section which are applicable to the Series 2024B Bonds or the use of the proceeds thereof.

“**Commercial Paper Mode**” means the Mode during which any Series 2024B Bonds bear interest at the Commercial Paper Rate.

“**Commercial Paper Rate**” means the per annum interest rate with respect to any Series 2024B Bond in the Commercial Paper Mode determined pursuant to Section 205 hereof.

“**Continuing Covenant Agreement**” means any agreement between the Borrower and/or one or more other Members of the Obligated Group and a Purchaser that is designated as a Continuing Covenant Agreement hereunder, in each case as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and Section 1004 of this Bond Indenture.

“**Cost of Issuance Fund**” means the fund created in Section 302 hereof.

“**Counsel**” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include independent or in house legal counsel for any Member of the Credit Group, the Master Trustee or a Related Bond Trustee (as defined in the Master Indenture).

“**Credit Facility**” means a letter of credit and may include a confirming letter of credit or similar credit facility issued by a Credit Facility Provider which, by its terms and conditions, shall secure the payment of the principal of and interest on the Series 2024B Bonds in an Eligible Moneys Mode when due, and delivered to the Bond Trustee at the option of the Borrower pursuant to Section 9.5 of the Loan Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof. If the Credit Facility securing the Series 2024B Bonds is also a Liquidity Facility, the terms governing both Credit Facilities and Liquidity Facilities herein shall apply. The Series 2024B Bonds shall be initially issued without the support of a Credit Facility.

“**Credit Facility Default Tender Date**” means the Business Day designated by the Bond Trustee pursuant to Section 508(C) hereof on which Series 2024B Bonds are subject to mandatory tender following receipt by the Bond Trustee of (a) written notice from the Credit Facility Provider that an event of default has occurred and is continuing under the Reimbursement Agreement and directing a mandatory tender of the Series 2024B Bonds, which date shall be the Business Day immediately following receipt by the Bond Trustee of such notice or (b) a written notice from the Credit Facility Provider that the Credit Facility Provider is not reinstating the interest portion of

the Credit Facility, which date must be the Business Day immediately following receipt of such notice by the Bond Trustee.

“**Credit Facility Provider**” means the bank, savings institution, insurer or other financial institution issuing a Credit Facility.

“**Credit Group**” or “**Credit Group Members**” shall have the meaning set forth in the Master Indenture.

“**Credit Group Representative**” means the Borrower or such other Member as may be so designated from time to time pursuant to the provisions of the Master Indenture.

“**Current Mode**” shall have the meaning specified in Section 212 hereof.

“**Daily Mode**” means the Mode during which Series 2024B Bonds bear interest at the Daily Rate.

“**Daily Rate**” means an interest rate that is determined on each Business Day with respect to the Series 2024B Bonds in the Daily Mode pursuant to Section 206 hereof.

“**Default**” means the occurrence of an event which, with the lapse of time or the giving of notice or both, would constitute an Event of Default.

“**Default Rate**” has the meaning set forth in the Continuing Covenant Agreement, if any.

“**Defaulted Interest**” means interest on any Bond which is payable but not duly paid on the date due.

“**Determination of Taxability**” means and shall be deemed to have occurred on the first to occur of the following:

(a) on the date when the Borrower or any Member of the Obligated Group files any statement, supplemental statement or other tax schedule, return or document which specifically discloses that an Event of Taxability shall have in fact occurred;

(b) on the date when the Authority, the Borrower or any Member of the Obligated Group shall be advised in writing by the Commissioner of the Internal Revenue Service or the District Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Borrower or any Member of the Obligated Group, or upon any review or audit of the Borrower or such Member of the Obligated Group or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(c) on the date when the Borrower shall receive notice from a Bondholder or any former Bondholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has

assessed as includable in the gross income of such Bondholder or such former Bondholder the interest on the Series 2024B Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (b) or (c) hereunder unless the Obligated Group has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided, further, however, that upon demand from the Bondholder or former Bondholder, the Authority shall promptly reimburse (but solely from payments made to the Authority by the Obligated Group for such purpose) such Bondholder or former Bondholder for any payments, including any taxes, interest, penalties or other charges, such Bondholder (or former Bondholder) shall be obligated to make as a result of the Determination of Taxability.

“**DTC**” means The Depository Trust Company.

“**Effective Date**” means each U.S. Government Securities Business Day.

“**Electronic Means**” means facsimile transmission, a portable document format (“pdf”) or other replicating image attached to an email transmission or other similar electronic means of communication providing evidence of transmission, including a telephonic communication confirmed by any other method set forth above.

“**Eligible Bonds**” means any Series 2024B Bonds other than (a) Liquidity Facility Bonds or (b) Series 2024B Bonds owned by, for the account of, or on behalf of, the Authority or the Borrower or any Affiliate of the Borrower.

“**Eligible Moneys**” means

(a) Series 2024B Bond proceeds deposited with the Bond Trustee contemporaneously with the issuance and sale of the Series 2024B Bonds and which were continuously thereafter held subject to the lien of this Bond Indenture in a separate and segregated fund, account or subaccount established under this Bond Indenture in which no moneys which were not Eligible Moneys were at any time held, together with investment earnings on such Series 2024B Bond proceeds;

(b) moneys (i) paid by the Borrower or any other Member of the Obligated Group to the Bond Trustee, (ii) held in any fund, account or subaccount established under this Bond Indenture in which no other moneys which are not Eligible Moneys are held and (iii) which have so been on deposit with the Bond Trustee for at least one calendar year from their receipt by the Bond Trustee, during and prior to which period no petition by or against the Authority, the Borrower or any other Member of the Obligated Group to which such moneys are attributable under any bankruptcy or similar law now or hereafter in effect shall have been filed and no bankruptcy or similar proceeding otherwise initiated (unless such petition or proceeding shall have been dismissed and such dismissal be final and not subject to appeal), together with investment earnings on such moneys, if the Bond Trustee has received an unqualified opinion of nationally recognized bankruptcy counsel selected by the Borrower or any other Member of the Obligated Group (which opinion may assume that no Bondholders are “insiders” within the meaning of the Bankruptcy Code) to the

effect that payment of such amounts to Bondholders would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code should the Authority, the Borrower or any other Member of the Obligated Group become a debtor in a proceeding commenced thereunder;

(c) moneys received by the Bond Trustee from any draw on the Credit Facility or the Liquidity Facility, together with investment earnings on such moneys;

(d) proceeds from the remarketing or resale of any Series 2024B Bonds pursuant to the provisions of this Bond Indenture to any Person other than the Borrower, any other Member of the Obligated Group or the Authority;

(e) proceeds from the issuance and sale of refunding bonds, together with the investment earnings on such proceeds, if there is delivered to the Bond Trustee at the time of issuance and sale of such bonds an opinion of nationally recognized bankruptcy counsel selected by the Borrower or any other Member of the Obligated Group (which opinion may assume that no Bondholders are “insiders” within the meaning of the Bankruptcy Code) to the effect that the use of such proceeds and investment earnings to pay the principal of, premium, if any, or interest on the Series 2024B Bonds would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code should the Authority, the Borrower or any other Member of the Obligated Group become a debtor in a proceeding commenced thereunder; and

(f) moneys which are derived from any other source, together with the investment earnings on such moneys, if the Bond Trustee has received an unqualified opinion of nationally recognized bankruptcy counsel selected by the Borrower or any other Member of the Obligated Group (which opinion may assume that no Bondholders are “insiders” within the meaning of the Bankruptcy Code) to the effect that payment of such amounts to Bondholders would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code should the Authority, the Borrower or any other Member of the Obligated Group become a debtor in a proceeding commenced thereunder; provided that such proceeds, moneys or income shall not be deemed to be Eligible Moneys or available for payment of the Series 2024B Bonds if, among other things, an injunction, restraining order or stay is in effect preventing such proceeds, moneys or income from being applied to make such payment.

“**Eligible Moneys Modes**” means the Daily Mode, the Weekly Mode and the Commercial Paper Mode.

“**Escrow Agent**” means U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, or any successor escrow agent.

“**Event of Default**” means any occurrence or event specified in Section 702 hereof.

“**Event of Taxability**” means a (a) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by any Member of the Obligated Group or any Benefitted Affiliate, or the

failure to take any action by any Member of the Obligated Group or any Benefitted Affiliate, or the making by any Member of the Obligated Group or any Benefitted Affiliate of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Series 2024B Bonds) which has the effect of causing interest paid or payable on the Series 2024B Bonds to become includable, in whole or in part, in the gross income of the Bondholder or any former Bondholder for federal income tax purposes or (b) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Series 2024B Bonds to become includable, in whole or in part, in the gross income of the Bondholder or any former Bondholder for federal income tax purposes with respect to the Series 2024B Bonds.

“Expiration Date” means (a) the date upon which a Liquidity Facility or a Credit Facility is scheduled to expire (taking into account any extensions of such Expiration Date) in accordance with its terms without regard to any early termination thereof, (b) the date upon which a Liquidity Facility terminates following voluntary termination by the Borrower pursuant to Section 9.4(c) of the Loan Agreement and (c) the date upon which a Credit Facility terminates following voluntary termination by the Borrower pursuant to Section 9.5 of the Loan Agreement.

“2012C Escrow Deposit Agreement” means the Escrow Deposit Agreement, dated July 31, 2024, among HHCS, the Series 2012C Bond Trustee and the Escrow Agent, relating to the defeasance of the Series 2012C Bonds.

“2022 Escrow Deposit Agreement” means the Escrow Deposit Agreement, dated July 31, 2024, among HHCS, the Series 2022 Bond Trustee and the Escrow Agent, relating to the defeasance of the Series 2022 Bonds.

“Favorable Opinion of Bond Counsel” means, with respect to any action the occurrence of which requires such an opinion, an unqualified Opinion of Bond Counsel to the effect that such action is permitted under this Bond Indenture and will not, in and of itself, adversely affect the validity or enforceability of the Series 2024B Bonds or any exclusion from gross income for federal income tax purposes to which interest on the Series 2024B Bonds would otherwise be entitled (subject to the inclusion of any exceptions contained in the opinion or opinions of Bond Counsel delivered upon original issuance of the Series 2024B Bonds and which opinion may be based upon a ruling or rulings of the Internal Revenue Service), and containing any other opinion specifically required by the provisions of this Bond Indenture.

“Fitch” means Fitch Ratings Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Borrower by written notice to the Bond Trustee, the Purchaser and the Authority.

“Fixed Rate” means, for any Fixed Rate Period, the fixed interest rate or rates on Series 2024B Bonds determined pursuant to and in accordance with Sections 208, 212(B), 212(C) and 502(B) hereof.

“Fixed Rate Bonds” means the Series 2024B Bonds during a Fixed Rate Mode.

“Fixed Rate Mode” means a Mode during which Series 2024B Bonds bear interest at a Fixed Rate.

“Fixed Rate Period” means, the period during which the Series 2024B Bonds are in a Fixed Rate Mode.

“Fund” means any of the funds established pursuant to this Bond Indenture.

“Governing Body” means the board of directors, the board of trustees or similar group in which the right to exercise the powers of corporate directors or trustees is vested.

“Government Obligations” means (a) noncallable United States Government Obligations or (b) evidences of a direct ownership in future interest or principal payments on noncallable United States Government Obligations, which United States Government Obligations are held in a custodial account by a custodian on behalf of the Bond Trustee pursuant to the terms of a custody agreement; provided, however, that if such Government Obligations consist of obligations for which the principal and interest payments have been “stripped” into separate securities, such custodian shall be a Federal Reserve Bank.

“HMC” means Hamilton Medical Center, Inc., a nonprofit corporation duly organized and existing under the laws of the State of Georgia, or any corporation which is the surviving, resulting or transferee corporation in any merger, consolidation or transfer of assets permitted under the Master Indenture.

“Immediate Notice” means notice by telephone, telex, telecopier or electronic mail to such telephone number, telex number, telecopier number or electronic mail address as the addressee shall have directed in writing, promptly followed by written notice by overnight courier service or by first class mail, postage prepaid, to such address as the addressee shall have directed in writing; provided, however, that if any Person required to give an Immediate Notice shall not have been provided with the necessary information as to the telephone, telex number, telecopier number or electronic mail address of an addressee, Immediate Notice shall mean written notice by overnight courier service or by first class mail, postage prepaid.

“Independent Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include independent legal counsel for the Borrower, any Member of the Credit Group, the Authority or the Bond Trustee.

“Index” means, during any Bank Index Rate Period, either SIFMA Municipal Index or Term SOFR, as selected by the Borrower.

“Index Agent” means for any Bank Index Rate Period, such financial institution or financial advisory firm as designated by the Borrower pursuant to Section 210(E) hereof.

“Indexed Mode” means the Mode during which the Series 2024B Bonds bear interest at the Indexed Rate.

“**Indexed Rate**” means an interest rate that is determined with respect to the Series 2024B Bonds in the Indexed Mode pursuant to Section 207(A) hereof; provided, however, that the Indexed Rate shall never exceed the Maximum Rate.

“**Initial Fixed Rate Mode**” means the Fixed Rate Mode commencing on the Closing Date.

“**Interest Fund**” means the fund by that name created pursuant to Section 403 hereof.

“**Interest Payment Date**” means

(a) with respect to Series 2024B Bonds in a Daily Mode or a Weekly Mode, the first Business Day of each month, commencing the first Business Day of the month following the date on which the change to such Mode occurs;

(b) with respect to Series 2024B Bonds in a Commercial Paper Mode (i) with an Interest Period of 180 days or less, the Purchase Date, and (ii) with an Interest Period of 181 days or more, the first Business Day to occur six calendar months following the date on which the change to such Mode occurs and the Purchase Date;

(c) with respect to Series 2024B Bonds in a Term Rate Mode, the first February 15 or August 15 following the month in which the conversion to the Term Rate Mode occurs, each February 15 and August 15 thereafter and the Purchase Date;

(d) with respect to Series 2024B Bonds in the Fixed Rate Mode, the first February 15 or August 15 following the month in which the conversion to the Fixed Rate Mode occurs and each February 15 and August 15 thereafter;

(e) with respect to Series 2024B Bonds in an Indexed Mode, each February 15 or August 15 or such other dates determined by the Remarketing Agent pursuant to Section 207(A) hereof;

(f) with respect to Series 2024B Bonds in a Bank Fixed Mode, the first February 15 and August 15 following the month in which a conversion to the Bank Fixed Mode occurs and each February 15 and August 15 thereafter;

(g) with respect to Series 2024B Bonds in a Bank Index Mode, the first Business Day of the month following the month in which a conversion to the Bank Index Mode occurs and the first Business Day of each month thereafter for each Interest Payment Period;

(h) (i) for any Bond in an R-FLOATs Rate Mode other than an R-FLOATs Term Period, the first Business Day of the month following the month in which the conversion to the R-FLOATs Rate Mode occurs and the first Business Day of each month thereafter, (ii) during any R-FLOATs Term Period of 180 days or less, the Business Day immediately following the end of such R-FLOATs Term Period, and (iii) during any R-FLOATs Term Period of more than 180 days, each February 15 and August 15 during such R-FLOATs Term Period and the Business Day immediately following the end of such R-FLOATs Term Period;

(i) any Mode Change Date;

(j) any Substitute Credit Facility Date;

(k) any Substitute Liquidity Facility Date;

(l) any Purchase Date;

(m) any Mandatory Purchase Date;

(n) the respective Maturity Dates of the Series 2024B Bonds;

(o) with respect to Liquidity Facility Bonds, the dates set forth in the Reimbursement Agreement or the Liquidity Facility, as applicable; and

(p) the date of conversion to a Subsequent Bank Fixed Rate Period or Subsequent Bank Index Rate Period pursuant to Section 201(C) hereof.

“**Interest Payment Period**” means the period commencing on the last Interest Payment Date to which interest has been paid on a Series 2024B Bond (or, if no interest has been paid from the Closing Date of the Series 2024B Bond, commencing on the Closing Date) to, but not including, the Interest Payment Date on which interest is to be paid.

“**Interest Period**” means the period of time that an interest rate remains in effect, which period:

(a) with respect to Series 2024B Bonds in a Daily Mode, commences on a Business Day and extends to, but does not include, the next succeeding Business Day;

(b) with respect to Series 2024B Bonds in a Weekly Mode, commences on the first day such Series 2024B Bonds begin to accrue interest in the Weekly Mode and ends on the next succeeding Wednesday, and thereafter commences on each Thursday and ends on Wednesday of the following week;

(c) with respect to Series 2024B Bonds in a Commercial Paper Mode, shall be established by the Remarketing Agent pursuant to Section 205 hereof;

(d) with respect to Series 2024B Bonds in an Indexed Mode, commences on the first day Series 2024B Bonds begin to accrue interest in the Indexed Mode and ends on the day prior to the final Maturity Date of the Series 2024B Bonds;

(e) with respect to Series 2024B Bonds in a Term Rate Mode, commences on the first day such Series 2024B Bonds begin to accrue interest in the Term Rate Mode to, but not including, the Purchase Date established pursuant to Section 207 hereof and thereafter shall be from and including such Purchase Date to but not including the next Purchase Date; provided that the Interest Period shall be at least 180 days in length;

(f) with respect to Series 2024B Bonds in a Fixed Rate Mode, shall be the Fixed Rate Period;

(g) with respect to Series 2024B Bonds in a Bank Fixed Mode (including during any Term-Out Period), shall be each Bank Fixed Rate Period;

(h) with respect to Series 2024B Bonds in a Bank Index Mode (including during any Term-Out Period), commences on and includes the first day Series 2024B Bonds begin to accrue interest in the Bank Index Mode (i) when the Index is Term SOFR, ends on and includes the last day (whether a Business Day or not) of the same month, and thereafter commences on and includes the first day of each month and ends on and includes the last day (whether a Business Day or not) of the same month or (ii) when the Index is the SIFMA Municipal Index, ends on and includes the immediately succeeding Wednesday (whether a Business Day or not), and thereafter commences on and includes Thursday of each week and ends on and includes the Wednesday (whether a Business Day or not) of the immediately succeeding week; and

(i) with respect to Series 2024B Bonds in an R-FLOATs Rate Mode, commences on and includes the first day the Series 2024B Bonds begin to accrue interest in the R-FLOATs Rate Mode for an R-FLOATs Period to the immediately succeeding R-FLOATs Reset Date for such Series 2024B Bonds all as more specifically described in Section 211 hereof.

“Investment Grade” means that rating of any of the Rating Agencies or any other rating agency of national recognition with a rating then in effect with respect to any Related Bond which represents the lowest rating any of such rating agencies recognizes as being investment grade.

“Liquidity Facility” means a standby bond purchase agreement, letter or line of credit or similar liquidity facility issued by a Liquidity Facility Provider which, by its terms and conditions, provides for the payment of the Purchase Price of Series 2024B Bonds in an Eligible Moneys Mode tendered and not remarketed, and delivered to the Tender Agent at the option of the Borrower pursuant to Section 9.4 of the Loan Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof. If the Liquidity Facility securing the Series 2024B Bonds is also a Credit Facility, the terms governing both Credit Facilities and Liquidity Facilities herein shall apply. The Series 2024B Bonds shall be initially issued without the support of a Liquidity Facility.

“Liquidity Facility Bond Rate” means the interest rate(s) applicable from time to time to Liquidity Facility Bonds as determined in accordance with the related Reimbursement Agreement or Liquidity Facility, as applicable, which shall initially be the “Bank Rate” as defined in the Initial Liquidity Facility. The Liquidity Facility Bond Rate shall apply only to Liquidity Facility Bonds.

“Liquidity Facility Bond Sale Date” means the day on which a Liquidity Facility Bond ceases to be a Liquidity Facility Bond.

“Liquidity Facility Bonds” means Series 2024B Bonds purchased by a Liquidity Facility Provider pursuant to a Liquidity Facility, but excluding Series 2024B Bonds no longer considered Liquidity Facility Bonds pursuant to the terms of such Liquidity Facility.

“Liquidity Facility Deposit Account” means the account by that name within the Purchase Fund established pursuant to Section 510 hereof.

“Liquidity Facility Event of Default” has the meaning assigned to the term “Event of Default” set forth in the Liquidity Facility.

“Liquidity Facility Provider” means (a) the bank, savings institution, insurer or other financial institution providing a Liquidity Facility, or (b) the Borrower or any company or group of companies with which the Borrower is affiliated issuing a Liquidity Facility, in either case, which Liquidity Facility Provider is acceptable to the Credit Facility Provider, if any.

“Loan” shall have the meaning set forth in the recitals to this Bond Indenture.

“Loan Agreement” means the Loan Agreement, dated as of July 1, 2024, between the Borrower and the Authority, as it may from time to time be amended, initially providing for the loan to the Borrower of the proceeds of the Series 2024B Bonds.

“LOC Interest Account” means the account by that name in the Interest Fund established under Section 403 hereof.

“LOC Principal Account” means the account by that name in the Bond Sinking Fund established under Section 404 hereof.

“LOC Redemption Account” means the account by that name in the Redemption Fund established under Section 405 hereof.

“Long-Term Mode” means the Indexed Mode, the Term Rate Mode, the Fixed Rate Mode, the Bank Fixed Mode with a Bank Fixed Rate Period in excess of 365 days, or the Bank Index Mode with a Bank Index Rate period in excess of 365 days or the R-FLOATs Rate Mode bearing interest at an R-FLOATs Term Rate.

“Mandatory Purchase Date” means: (a) any Purchase Date for Series 2024B Bonds in the Commercial Paper Mode or the Term Rate Mode; (b) any Mode Change Date; (c) the second Business Day preceding any Termination Date or Expiration Date; (d) any Substitute Credit Facility Date or Substitute Liquidity Facility Date; (e) any Credit Facility Default Tender Date; (f) any Bank Rate Purchase Date; and (g) any R-FLOATs Mandatory Tender Date.

“Market Agent” means any Person appointed by the Borrower to serve as market agent in connection with the determination of a Bank Fixed Rate or a Bank Index Rate pursuant to Section 210 hereof.

“Master Indenture” means, initially, the Original Master Indenture, and subsequently, upon the receipt of the requisite consent required by Section 9.2 of the Original Master Indenture, the Restated Master Trust Indenture.

“Master Indenture Obligation” shall have the meaning set forth in the Master Indenture.

“**Master Trustee**” means U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, as successor master trustee, or any successor trustee under the Master Indenture.

“**Maturity Date**” means August 15, 2042; provided, however, with respect to each Bond bearing interest at a Fixed Rate, the specific date of maturity set forth in Section 204 hereof, or with respect to any Series 2024B Bonds upon change to the Fixed Rate Mode, such maturities as are determined pursuant to Section 502(B) hereof.

“**Maximum Federal Corporation Tax Rate**” means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Purchaser, the maximum statutory rate of federal income taxation which could apply to the Purchaser).

“**Maximum Rate**” means the lesser of (a) 12% per annum, (b) the maximum interest rate permitted by applicable law, or (c) the rate per annum used to calculate the interest coverage on the Credit Facility, if any, or on the Liquidity Facility, if any securing such Series 2024B Bonds; provided, however, with respect to Liquidity Facility Bonds and Series 2024B Bonds bearing interest at the Bank Index Rate, the Bank Fixed Rate, the Taxable Rate, the Default Rate or the Term-Out Rate, the Maximum Rate shall be the maximum interest rate permitted by applicable law.

“**Mode**” means, as the context may require, the Commercial Paper Mode, the Daily Mode, the Weekly Mode, the Indexed Mode, the Term Rate Mode, the Bank Index Mode, the Bank Fixed Mode, the Fixed Rate Mode or the R-FLOATs Rate Mode.

“**Mode Change Date**” means the day following the last day of one Mode for any Series 2024B Bonds on which another Mode begins (including, without limitation, the beginning of a Subsequent Bank Index Rate Period or a Subsequent Bank Fixed Rate Period and the change in the R-FLOATs Period for Bonds currently in the R-FLOATs Rate Mode).

“**Moody’s**” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Borrower by written notice to the Bond Trustee, the Purchaser and the Authority.

“**New Mode**” has the meaning set forth in Section 212 hereof.

“**Non-Eligible Bonds**” means (a) Liquidity Facility Bonds, (b) Series 2024B Bonds owned by, for the account of, or on behalf of, the Authority, the Borrower or any Affiliate of the Borrower, (c) Series 2024B Bonds not covered by a Credit Facility, or (d) Series 2024B Bonds not supported by a Liquidity Facility.

“**Obligated Group**” means, collectively, all Obligated Group Members created by the Master Indenture.

“**Obligated Group Member**” or “**Member**” means each Person which has executed the Master Indenture or any supplements thereto and thereby has become contractually obligated to comply with the provisions of the Master Indenture and has not withdrawn from the Obligated Group pursuant to the provisions of the Master Indenture.

“**Officer’s Certificate**” or “**Borrower’s Certificate**” means a certificate signed, in the case of a certificate delivered by a corporation, by the Chief Executive Officer, Chief Financial Officer, President, any Vice President or any other officer authorized to sign by resolution of the Governing Body of such corporation or, in the case of a certificate delivered by any other Person, the chief executive or chief financial officer of such other Person, in either case whose authority to execute such Certificate shall be evidenced to the satisfaction of the Bond Trustee.

“**Opinion of Counsel**” means a written opinion of counsel in form and substance acceptable to the Authority, the Bond Trustee, the Credit Facility Provider and the Liquidity Facility Provider (but only if the Credit Facility Provider or the Liquidity Facility Provider, as applicable, is required to be an addressee of such opinion pursuant to the relevant Reimbursement Agreement, Liquidity Facility or this Bond Indenture).

“**Opinion of Bond Counsel**” means a written opinion of Bond Counsel, which opinion, including the scope, form, substance and other aspects thereof, are acceptable to the Authority, the Purchaser and the Bond Trustee.

“**Outstanding Bonds**” or “**Bonds outstanding**” means all Bonds which have been duly authenticated and delivered by the Bond Trustee under this Bond Indenture, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds for the payment or redemption of which cash or Government Obligations shall have been theretofore deposited with the Bond Trustee (whether upon or prior to the maturity or redemption date of any such Bonds) in accordance with this Bond Indenture; provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Bond Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Bond Trustee shall have been filed with the Bond Trustee;
- (c) Bonds paid pursuant to the second sentence of Section 217 herein;
- (d) Bonds in lieu of which others have been authenticated under this Bond Indenture; and
- (e) Series 2024B Bonds deemed tendered for purchase pursuant to Section 510(D) hereof.

For certain purposes more fully described in Section 1201 hereof, Bonds which are owned or held by a Member shall be disregarded and deemed not to be Outstanding under this Bond Indenture.

“Paying Agent” means the bank or banks, if any, designated pursuant to this Bond Indenture to receive and disburse the principal of and interest on the Series 2024B Bonds or designated pursuant to the Master Indenture to receive and disburse the principal of and interest on the Loan. Initially, the Bond Trustee will act as the Paying Agent.

“Person” means any natural person, firm, joint venture, association, partnership, limited liability company, business trust, corporation, public body, agency or political subdivision thereof or any other similar entity.

“Principal Office” means, when used with respect to the Bond Trustee, the corporate trust office of the Bond Trustee identified as such for the performance of the functions in question, and, when used with respect to any other entity, means the principal office of such entity or such other office of such entity as may be designated by that entity in writing to the Bond Trustee.

“Property” means any and all rights, titles and interests in and to any and all property, whether real or personal, tangible (including cash) or intangible, wherever situated and whether now owned or hereafter acquired.

“Purchase Contract” means the Purchase Contract, dated July 23, 2024, between the Underwriters and the Authority and approved by the Borrower.

“Purchase Date” means with respect to Series 2024B Bonds

(a) during the Commercial Paper Mode, the Business Day following the end of each Interest Period,

(b) during the Term Rate Mode, the Business Day following the end of each Interest Period,

(c) during the Daily Mode or the Weekly Mode, a Business Day for which notice of tender as required by this Bond Indenture has been given,

(d) during the Bank Index Mode or the Bank Fixed Mode, any Bank Rate Purchase Date, and

(e) during the R-FLOATs Rate Mode, each R-FLOATs Mandatory Tender Date and R-Floats Optional Tender Date.

“Purchase Fund” means the fund by that name established under Section 510 hereof.

“Purchase Price” means (a) an amount equal to the principal amount of any Series 2024B Bonds purchased on any Purchase Date, plus, in the case of any purchase of Series 2024B Bonds in the Daily Mode, the Weekly Mode, the Bank Index Mode or the Bank Fixed Mode, accrued and unpaid interest thereon, if any, to the Purchase Date (provided, with respect to Series 2024B Bonds supported by a Liquidity Facility, that if the applicable Purchase Date is an Interest Payment Date, the amount described in this clause (a) shall be reduced by the amount of interest payable on each such Series 2024B Bond on such Interest Payment Date), or (b) an amount equal to the principal

amount of Series 2024B Bonds purchased on a Mandatory Purchase Date, plus accrued and unpaid interest thereon, if any, to the Mandatory Purchase Date.

“Purchaser” means during any Bank Rate Period, the Holder of the Series 2024B Bonds; provided that there is a single Holder of all of the Series 2024B Bonds; and provided further that the Series 2024B Bonds are not then held under the book entry system. If there is more than one Holder of the Series 2024B Bonds during any Bank Rate Period, “Purchaser” means Holders owning a majority of the aggregate principal amount of the Series 2024B Bonds then Outstanding. If the Series 2024B Bonds are then held under the book entry system, “Purchaser” means the Beneficial Owner of the Series 2024B Bonds; provided that there is a single Beneficial Owner of all of the Series 2024B Bonds. If there is more than one Beneficial Owner of the Series 2024B Bonds during any Bank Rate Period, “Purchaser” means Beneficial Owners who are the beneficial owners of a majority of the aggregate principal amount of the Series 2024B Bonds then Outstanding.

“Qualified Investments” shall be limited to mean the following:

(a) the local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated, as amended;

(b) bonds or obligations of the Authority, or bonds or obligations of the State of Georgia, or of other counties, municipal corporations, and political subdivisions of the State of Georgia;

(c) bonds or other obligations of the United States or of subsidiary corporations of the United States government which are fully guaranteed by such government;

(d) obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(e) bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States government;

(f) Bonds of deposit of national or state banks located within the State of Georgia which have deposits insured by the Federal Deposit Insurance Corporation and Bonds of deposit of federal savings and loan associations and state building and loan or

savings and loan associations located within the State of Georgia which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the Series 2024B Bonds of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any proceeds of any bonds. The portion of such Bonds of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State of Georgia or with a trust office located within the State of Georgia, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State of Georgia or other states or of any county or municipal corporation in the State of Georgia, obligations of the United States or subsidiary corporations referred to in paragraph (c) above, obligations of the agencies and instrumentalities of the United States government referred to in paragraph (d) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities referred to in paragraph (e) above;

(g) securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(i) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referred to in paragraph (c) and (d) above and repurchase agreements fully collateralized by any such obligations;

(ii) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(iii) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(iv) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State of Georgia; and

(h) interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act

of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys; and

(i) any other investments authorized by the laws of the State of Georgia from time to time.

The Bond Trustee shall be entitled to assume that any investment which at the time of purchase is a Qualified Investment remains a Qualified Investment thereafter, absent actual receipt of written notice or actual knowledge of a responsible officer in the corporate trust department of the Bond Trustee to the contrary. The Bond Trustee shall have no responsibility to monitor the ratings of Qualified Investments after the initial purchase of or investment in such Qualified Investments.

“R-FLOATs Bonds” means, on any date, the Series 2024B Bonds when bearing interest at an R-FLOATs Rate as provided in Section 211 of this Bond Indenture

“R-FLOATs Mandatory Tender Date” means a required tender of a Bond in an R-FLOATs Rate Mode for purchase pursuant to Section 506(A) hereof on (a) the first day of each new R-FLOATs Period with respect to such Bond and (b) the Mode Change Date of such Bond to another Mode.

“R-FLOATs Monthly Period” means a period during the R-FLOATs Rate Mode when a Bond bears interest at an R-FLOATs Monthly Rate.

“R-FLOATs Monthly Rate” means a variable rate during an R-FLOATs Monthly Period, determined as provided in Section 211 hereof.

“R-FLOATs Non-Remarketed Bond” means a Bond returned to the holder pursuant to Section 211(C) hereof after such holder tendered the Bond for purchase pursuant to the R-FLOATs Tender provisions.

“R-FLOATs Optional Tender Date” means tender of a Bond for purchase at the option of the holder thereof pursuant to Section 504(B) hereof.

“R-FLOATs Period” means an R-FLOATs Weekly Period, an R-FLOATs Monthly Period, or an R-FLOATs Term Period.

“R-FLOATs Rate” when used with respect to any Bond in the R-FLOATs Rate Mode, means the R-FLOATs Weekly Rate, the R-FLOATs Monthly Rate, or the R-FLOATs Term Rate borne by such Bond during the R-FLOATs Rate Mode.

“R-FLOATs Rate Determination Date” means the date on which an R-FLOATs Rate is determined pursuant to Section 211 hereof.

“R-FLOATs Rate Mode” means the interest rate mode in which a Bond bears interest at the R-FLOATs Rate.

“R-FLOATs Reset Date” means the day on which each new R-FLOATs Rate is effective, as determined pursuant to Section 211 hereof.

“R-FLOATs Special Non-Remarketing Period” means a period beginning on the date when a Bond is not purchased from the holder after such holder tenders such Bond for purchase pursuant to an R-FLOATs Tender and ending on the date that all R-FLOATs Non-Remarketed Bond are successfully remarketed.

“R-FLOATs Tender” means an R-FLOATs Mandatory Tender Date or an R-FLOATs Optional Tender Date.

“R-FLOATs Tender Date” means a date on which Bonds are tendered for purchase pursuant to the R-FLOATs Tender provisions.

“R-FLOATs Term Period” means a period during the R-FLOATs Rate Mode when a Bond bears interest at a R-FLOATs Term Rate.

“R-FLOATs Term Rate” means a fixed rate during an R-FLOATs Term Period, determined as provided in Section 211 hereof.

“R-FLOATs Weekly Period” means a period during the R-FLOATs Rate Mode when a Bond bears interest at an R-FLOATs Weekly Rate.

“R-FLOATs Weekly Rate” means a variable rate during an R-FLOATs Weekly Period, determined as provided in Section 211 hereof.

“Rate Determination Date,” means the date on which the interest rate(s) with respect to some or all of the Series 2024B Bonds shall be determined, which,

(a) in the case of the Commercial Paper Mode, shall be the first day of each Interest Period;

(b) in the case of the Daily Mode, shall be each Business Day commencing with the first day such Series 2024B Bonds become subject to the Daily Mode;

(c) in the case of conversion to the Weekly Mode, shall be, initially upon the conversion to such Mode, no later than the Business Day immediately prior to the Mode Change Date, and thereafter, shall be each Wednesday or, if Wednesday is not a Business Day, the next succeeding day or, if such day is not a Business Day, then the Business Day immediately preceding such Wednesday;

(d) in the case of the Term Rate Mode, shall be a Business Day no earlier than 30 Business Days and no later than the Business Day immediately preceding the first day of each Interest Period, as selected by the Remarketing Agent;

(e) in the case of the Indexed Mode and the Fixed Rate Mode, shall be a date determined by the Remarketing Agent which shall be at least one Business Day prior to the Mode Change Date;

(f) in the case of the Bank Fixed Mode, shall be (i) two Business Days prior to any Bank Rate Change Date when the Series 2024B Bonds shall bear interest at a Bank Index Rate, (ii) when the Index for a Bank Index Rate Period is Term SOFR, the SOFR Determination Date, and (iii) when the Index for a Bank Index Rate Period is SIFMA Municipal Index, the Wednesday immediately preceding the applicable Bank Index Rate Reset Date;

(g) in the case of the Bank Index Mode, shall be (i) two Business Days prior to any Bank Rate Change Date when the Series 2024B Bonds shall bear interest at a Bank Index Rate, and (ii) two Business Days prior to the applicable Bank Index Rate Reset Date; and

(h) in the case of the R-FLOATs Rate Mode, the R-FLOATs Rate Determination Date.

“Rating Agencies” means Moody’s, Fitch or Standard & Poor’s, and their respective successors and assigns, or such other nationally recognized rating agency that routinely provides rating services.

“Rating Category” means one of the general rating categories of the Rating Agencies without regard to any refinement or gradation of such rating category by numerical modifier or otherwise.

“Rebate Fund” means the fund by that name established under Section 408 hereof.

“Record Date” means (a) with respect to Series 2024B Bonds in the Commercial Paper Mode, Daily Mode, Weekly Mode, Bank Index Mode or Bank Fixed Mode, the day (whether or not a Business Day) immediately preceding each Interest Payment Date, (b) with respect to Series 2024B Bonds in an Indexed Mode, a Term Rate Mode or a Fixed Rate Mode, the first day (whether or not a Business Day) of the month of each Interest Payment Date, and (c) with respect to Series 2024B Bonds in the R-FLOATs Rate Mode, the Business Day preceding each Interest Payment Date.

“Redemption Date” means, when used with respect to any Series 2024B Bond to be redeemed, the date fixed for such redemption pursuant to Article V hereof.

“Redemption Fund” means the fund by that name established under Section 405 hereof.

“Redemption Price” means, with respect to any Series 2024B Bond (or portion thereof), the price to be paid upon redemption as set forth in Article V of this Bond Indenture.

“Reimbursement Agreement” means any agreement between the Borrower and a Credit Facility Provider or Liquidity Facility Provider pursuant to which a Credit Facility or Liquidity Facility relating to the Series 2024B Bonds is issued, as well as any other lenders who may be party to such agreement from time to time, as it may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof; provided, however, that if the Borrower or any Affiliate of the Borrower is the Liquidity Facility Provider, no

Reimbursement Agreement shall be required and not every Liquidity Facility will require a Reimbursement Agreement.

“Related Bond” shall have the meaning set forth in the Master Indenture.

“Remarketing Agent” means (a) any remarketing agent appointed by the Borrower in accordance with Sections 511 and 512 hereof and not objected to by the Authority or the Liquidity Facility Provider, if any, and at the time serving as such under the Remarketing Agreement, and (b) while the Series 2024B Bonds are in a Bank Index Mode, includes any financial advisor, investment bank or commercial bank, including without limitation the Purchaser, designated by the Borrower.

“Remarketing Agreement” means any remarketing agreement between the Borrower and a Remarketing Agent, as such agreement may from time to time be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, to remarket the Series 2024B Bonds delivered or deemed to be delivered for purchase by the Holders thereof.

“Remarketing Proceeds Account” means the account by that name within the Purchase Fund established pursuant to Section 510(A) hereof.

“Renewal Credit Facility” means a Credit Facility provided in accordance with the Loan Agreement which has been issued with terms and conditions substantially similar to, and by the same provider of, the Credit Facility in substitution for which the Renewal Credit Facility is to be provided, except for changes relating to: (a) the stated expiration date thereof; (b) an increase or decrease in the portion of the Credit Facility designated to pay premium upon redemption or purchase of Series 2024B Bonds to the extent required or permitted by this Bond Indenture; (c) changes in terms and conditions which in the judgment of the Bond Trustee are not adverse to the interests of the Authority, the Bond Trustee or any Bondholder; and (d) any combination of (a), (b) and (c). A reduction in the principal amount of the Credit Facility and corresponding interest component due to redemption of a portion of the Series 2024B Bonds is not a Renewal Credit Facility.

“Renewal Liquidity Facility” means a Liquidity Facility provided in accordance with the Loan Agreement that has been issued with terms and conditions substantially similar to, and by the same provider of, the Liquidity Facility in substitution for which the Renewal Liquidity Facility is to be provided, except for changes relating to: (a) the stated expiration date thereof; (b) an increase or decrease in the portion of the Liquidity Facility designated to pay premium upon redemption or purchase of Series 2024B Bonds to the extent required or permitted by this Bond Indenture; (c) changes in terms and conditions which in the judgment of the Bond Trustee are not adverse to the interests of the Authority, the Bond Trustee or any Bondholder; and (d) any combination of (a), (b) and (c). A reduction in the principal amount of the Liquidity Facility and corresponding interest component due to redemption of a portion of the Series 2024B Bonds is not a Renewal Liquidity Facility.

“Replacement Master Indenture” shall have the meaning set forth in the Master Indenture.

“Representation Letter” means the Blanket Letter of Representations dated July 18, 2024 from the Authority to DTC.

“Required Stated Amount” means, at any time of calculation with respect to any Series 2024B Bonds in an Eligible Moneys Mode supported by a Credit Facility or a Liquidity Facility, an amount equal to the aggregate principal amount of all Eligible Bonds supported by such Credit Facility or Liquidity Facility then Outstanding together with interest accruing thereon (assuming an annual rate of interest equal to the Maximum Rate) for the period specified by the Rating Agencies then rating the Series 2024B Bonds as necessary to maintain, in the case of the Liquidity Facility, the short-term rating of the Series 2024B Bonds of such Rating Agency, or, in the case of the Credit Facility, the long-term rating of the Series 2024B Bonds.

“Responsible Officer” means, when used with respect to the Bond Trustee or the Tender Agent, any vice president, assistant vice president or other officer of the Bond Trustee within the Principal Office (or any successor corporate trust office) customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person’s knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Bond Indenture.

“Revenue Fund” means the fund by that name established under Section 402 hereof.

“Right to Retain” means the right of the Purchaser to elect to continue to hold the Series 2024B Bonds upon the occurrence of a Bank Rate Change Date on which the Interest Period is changing from the then-existing Bank Index Rate Period or then-existing Bank Fixed Rate Period to another Bank Rate Period.

“Sale Proceeds” shall mean any amounts actually or constructively received from the sale of the Series 2024B Bonds, including amounts used to pay Underwriters’ discount or compensation.

“Series 2012B Bonds” means the Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2012B in the original aggregate principal amount of \$6,580,000.

“Series 2012B Bond Trustee” means U.S. Bank Trust Company, National Association as trustee in connection with the Series 2012B Bonds.

“Series 2012C Bonds” means the Development Authority of the City of Dalton Revenue Bonds (Hamilton Health Care System), Series 2012C in the original aggregate principal amount of \$53,620,000.

“Series 2012C Bond Trustee” means U.S. Bank Trust Company, National Association as trustee in connection with the Series 2012C Bonds.

“Series 2022 Bonds” means the Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2022 in the original aggregate principal amount of \$31,165,000.

“**Series 2022 Bond Trustee**” means U.S. Bank Trust Company, National Association as trustee in connection with the Series 2022 Bonds.

“**Short-Term Mode**” means the Daily Mode, the Weekly Mode, the Commercial Paper Mode, the R-FLOATs Rate Mode bearing interest at an R-FLOATs Weekly Rate or R-FLOATs Monthly Rate, the Bank Index Mode with a Bank Index Rate Period of 365 days or less, or the Bank Fixed Mode with a Bank Fixed Rate Period of 365 days or less.

“**SIFMA Municipal Index**” means the SIFMA Municipal Swap Index as of the most recent date for which such index was published or such other weekly, high-grade index comprised of seven-day, tax-exempt variable rate demand notes produced by Municipal Market Data, Inc., or its successor, or as otherwise designated by the Securities Industry and Financial Markets Association; provided, however, that, if such index is no longer produced by Municipal Market Data, Inc. or its successor, then “SIFMA Municipal Index” shall mean such other reasonably comparable index selected by the Authority (at the direction of the Borrower). In the event that the SIFMA Municipal Index is less than zero on any day, it shall be deemed to be zero for such day.

“**SOFR**” means a rate equal to the secured overnight financing rate as administered by the NYFRB (or a successor administrator of the secured overnight financing rate) and, in the event such rate is unavailable, such successor or similar rate as determined by the Index Agent.

“**SOFR Determination Date**” means the date that is two (2) Business Days preceding each SOFR Reset Date.

“**SOFR Reset Date**” means the first day of each calendar month.

“**Special Record Date**” means the date fixed by the Bond Trustee pursuant to Section 212 of this Bond Indenture for the payment of Defaulted Interest.

“**Standard & Poor’s**” means S&P Global Ratings, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Standard & Poor’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Borrower by written notice to the Bond Trustee, the Purchaser and the Authority.

“**State**” means the State of Georgia.

“**Subsequent Bank Fixed Rate Period**” means any period established pursuant to Section 210(C) during which Series 2024B Bonds bear interest at a Bank Fixed Rate.

“**Subsequent Bank Index Rate Period**” means any period established pursuant to Section 210(C) during which Series 2024B Bonds bear interest at a Bank Index Rate.

“**Subsequent Bank Rate Period**” means a Subsequent Bank Index Rate Period or a Subsequent Bank Fixed Rate Period.

“**Substitute Credit Facility**” means any Credit Facility (other than a Renewal Credit Facility) delivered to the Bond Trustee pursuant to Section 9.5 of the Loan Agreement in substitution for an existing Credit Facility.

“**Substitute Credit Facility Date**” means the date of delivery to the Bond Trustee of a Substitute Credit Facility by the Borrower pursuant to Section 9.5 of the Loan Agreement.

“**Substitute Liquidity Facility**” means any Liquidity Facility (other than a Renewal Liquidity Facility) furnished to the Bond Trustee pursuant to Section 9.4 of the Loan Agreement in substitution for an existing Liquidity Facility.

“**Substitute Liquidity Facility Date**” means the effective date of a Substitute Liquidity Facility furnished to the Bond Trustee by the Borrower pursuant to Section 9.4 of the Loan Agreement.

“**Supplement No. 14**” means the Fourteenth Supplemental Master Trust Indenture, dated as of July 1, 2024, between the Borrower, as Credit Group Representative, and the Master Trustee, relating to the Series 2024B Bonds and the 2024-3 Master Indenture Obligation.

“**Supplemental Bond Indenture**” means any indenture hereafter duly authorized and entered into between the Authority and the Bond Trustee, supplementing, modifying or amending this Bond Indenture; but only if and to the extent that such Supplemental Bond Indenture is specifically authorized hereunder.

“**Suspension Event**” or “**Suspension Events**” means an event or events of default specified in the Liquidity Facility resulting in the immediate suspension, without notice from the Liquidity Facility Provider or mandatory tender, of the Liquidity Facility Provider’s obligation under the Liquidity Facility to purchase Series 2024B Bonds to the extent and pursuant to the limitations provided in the Liquidity Facility.

“**Taxable Date**” means the date on which the interest on the Series 2024B Bonds is first includable in the gross income of the Bondholder (including, without limitation, any previous Bondholder) thereof as a result of an Event of Taxability as such date is established pursuant to a Determination of Taxability.

“**Taxable Rate**” means an interest rate per annum equal to the product of (a) the Bank Index Rate or the Bank Fixed Rate, as applicable, then in effect multiplied by (b) the Taxable Rate Factor.

“**Taxable Rate Factor**” means, for each day that the Taxable Rate is determined, the quotient of (a) one divided by (b) one minus the Maximum Federal Corporation Tax Rate in effect as of such day, rounded upward to the second decimal place (or such other decimal place as directed by the Purchaser).

“**Tax-Exempt Organization**” means a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxation under Section 501(a) of the Code, and which is not a “private foundation” within the meaning of Section 509(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect.

“Tax Certificate and Agreements” means the (i) Tax and Non-Arbitrage Certificate and Agreement as to Certain Matters, dated July 31, 2024 by the Borrower relating to the issuance of the Series 2024B Bonds on such date; and (ii) Non-Arbitrage Certificate, dated July 31, 2024 by the Authority relating to the issuance of the Series 2024B Bonds on such date.

“Tender Agent” means any tender agent appointed in accordance with Section 513 hereof. Initially, the Bond Trustee will act as Tender Agent.

“Term-Out End Date” has the meaning set forth in the Continuing Covenant Agreement, if any.

“Term-Out Period” has the meaning set forth in Section 210(D) hereof.

“Term-Out Purchase Date” means the last day of any Term-Out Period.

“Term-Out Rate” has the meaning set forth in the Continuing Covenant Agreement. The Term-Out Rate shall be subject to adjustment pursuant to Section 210(F) hereof.

“Term Rate” means the per annum interest rate with respect to any Series 2024B Bonds in the Term Rate Mode determined pursuant to Section 207 hereof.

“Term Rate Mode” means the Mode during which any Series 2024B Bonds bear interest at the Term Rate.

“Termination Date” means

(a) the date specified in a notice of termination given by a Liquidity Facility Provider to the Bond Trustee specifying the date on which such Liquidity Facility Provider will no longer be obligated to purchase Series 2024B Bonds (or otherwise advance funds for the purchase of tendered Series 2024B Bonds) pursuant to a Liquidity Facility which date must be at least 5 days from the date of receipt of such notice by the Bond Trustee and prior to the termination of the Liquidity Facility (other than automatic termination upon the occurrence of an Automatic Termination Event or termination due to failure to cure a Suspension Event),

(b) the date specified in a notice of termination given by the Borrower and a Liquidity Facility Provider to the Bond Trustee, the Tender Agent and the Authority specifying the date on which such Liquidity Facility Provider will no longer be obligated to purchase Series 2024B Bonds (or otherwise advance funds for the purchase of tendered Series 2024B Bonds) due to a satisfaction of the requirements set forth in Section 9.4(d) of the Loan Agreement, which date must be at least 5 days after the date of receipt of such notice by the Bond Trustee, the Tender Agent and the Authority and prior to the termination of the Liquidity Facility, or

(c) the date specified in a notice of termination given by the Borrower and a Credit Facility Provider to the Bond Trustee and the Authority specifying the date on which such Credit Facility Provider will no longer be obligated pay the principal of and interest on the Series 2024B Bonds (or otherwise advance funds for such payment) due to a

satisfaction of the requirements set forth in Section 9.5(d) of the Loan Agreement, which date must be at least 5 days after the date of receipt of such notice by the Bond Trustee and the Authority and prior to the termination of the Credit Facility.

“Term SOFR” means the greater of 0.00% and such reference rate as is published by the CME Term SOFR Administrator at approximately 5:00 a.m., Chicago time, on each SOFR Determination Date of such tenor comparable to a one month interest period; such rate being the rate per annum determined by the Index Agent as the forward-looking term rate based on SOFR.

“Transfer Fund” means the fund created in Section 301(b) hereof.

“2024-3 Master Indenture Obligation” means the 2024-3 Master Indenture Obligation, dated the Closing Date, issued pursuant to Supplement No. 14, to evidence the obligations of the Members arising under the Loan Agreement.

“Unassigned Rights” means the Authority’s right to receive payment of its fees and expenses, the Authority’s rights to indemnification under the Loan Agreement, the Authority’s right to execute and deliver supplements and amendments to the Loan Agreement and the Authority’s right to receive notices and showings.

“Underwriters” means BofA Securities, Inc., on behalf of itself and as representative of TD Securities (USA) LLC.

“United States Government Obligations” means noncallable direct obligations of, or obligations the timely payment of the principal of and interest on which is fully guaranteed by, the United States of America.

“Unrelated Trade or Business” means an activity which constitutes an “unrelated trade or business” within the meaning of Section 513(a) of the Code without regard to whether such activity results in unrelated trade or business income subject to taxation under Section 512(a) of the Code.

“U.S. Government Securities Business Day” means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. Government Securities.

“Weekly Mode” means the Mode during which any Series 2024B Bonds bear interest at the Weekly Rate.

“Weekly Rate” means an interest rate that is determined on a weekly basis with respect to any Series 2024B Bonds in the Weekly Mode pursuant to Section 206 hereof.

“Written Request” means with reference to the Authority, a request in writing signed by the Chairman, Vice Chairman, Secretary, Assistant Secretary or Treasurer of the Authority and, with reference to any Member of the Credit Group, means a request in writing signed by the President or a Vice President of such Member or the Credit Group Representative, or any other officers designated by the Authority or such Member or the Credit Group Representative, as the

case may be, and with reference to the Borrower, a request in writing signed by the Chief Executive Officer, Chief Financial Officer, President, any Vice President or any other officer authorized to sign by resolution of the Governing Body of such corporation or, in the case of a certificate delivered by any other Person, the chief executive or chief financial officer of such other Person.

Words of any gender shall be deemed and construed to include correlative words of all genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa. All accounting terms not otherwise defined herein or in the Master Indenture have the meanings assigned to them in accordance with accounting principles generally accepted in the United States. Headings of articles and sections herein and the table of contents hereof are solely for the convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

ARTICLE II

THE SERIES 2024B BONDS

Section 201. Authorized Amount of Bonds. Authority for and Issuance of Series 2024B Bonds. (A) No Series 2024B Bonds may be issued under the provisions of this Bond Indenture except in accordance with this Article. There is hereby authorized and created under this Bond Indenture one series of bonds designated the “*The Health and Educational Facilities Board of the City of Cleveland, Tennessee Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024B.*” The total principal amount of Series 2024B Bonds that may be issued under the provisions of this Bond Indenture is hereby expressly limited to \$74,625,000.

(B) Except as otherwise provided in this Bond Indenture, the Series 2024B Bonds shall be substantially in the form attached hereto as **EXHIBIT A**. The Series 2024B Bonds shall bear interest from their respective dates and shall be issuable as fully registered bonds without coupons in Authorized Denominations. Unless the Authority shall otherwise direct, the Series 2024B Bonds shall be numbered from R-1 upward. The Series 2024B Bonds, as initially issued, will be dated as of their Closing Date. Except as described in the next sentence, subsequently issued Series 2024B Bonds will be dated as of the later of the Closing Date or the most recent preceding Interest Payment Date therefor to which interest has been paid thereon. Series 2024B Bonds issued on an Interest Payment Date to which interest has been paid thereon will be dated as of such date. Interest on the Series 2024B Bonds will be payable on each Interest Payment Date thereof. The Bond Trustee shall, to the extent it has such information, upon request, make the interest rate borne by the Series 2024B Bonds available to the Borrower, the Authority, the Master Trustee or any owner of the Series 2024B Bonds.

Section 202. Maturity; Modes; Interest Rates and Calculation.

(A) The Series 2024B Bonds shall mature on the Maturity Date.

(B) Interest on the Series 2024B Bonds shall be calculated on the basis of:

(i) a 365- or 366-day year, as applicable, for the number of days actually elapsed, during a Commercial Paper Mode, a Daily Mode, a Weekly Mode, an Indexed

Mode or when the Series 2024B Bonds bear interest at a Bank Index Rate based on the SIFMA Municipal Index,

(ii) a 360-day year of twelve 30-day months (a) during a Term Rate Mode and the Fixed Rate Mode, and (b) when the Series 2024B Bonds bear interest at a Bank Fixed Rate,

(iii) a 360-day year for the number of days actually elapsed when the Series 2024B Bonds bear interest at a Bank Index Rate based on the Term SOFR, the Default Rate, the Taxable Rate or a Term-Out Rate, or

(iv) For R-FLOATs Bonds, interest shall be calculated as provided in Section 211 hereof.

(C) The principal of, premium, if any, and interest on and the Redemption Price of the Series 2024B Bonds shall be payable in any immediately available currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

Section 203. Payment of Principal of and Interest on the Series 2024B Bonds.

(A) Subject to Section 219, payment of the principal or Redemption Price of and premium, if any, on any Series 2024B Bond when due, whether upon maturity, redemption, acceleration or otherwise, shall be payable by check in lawful money of the United States of America to the registered owners of the Series 2024B Bonds on such date upon presentation and surrender of the Series 2024B Bonds to be paid at the Principal Office of the Bond Trustee. Subject to Section 219, interest on the Series 2024B Bonds shall be paid to the Person whose name appears on the bond registration books of the Bond Trustee as the Holder thereof as of the close of business on the Record Date for each Interest Payment Date without the necessity of surrendering the Bond on which payment is being made. Payment of the interest on (i) any Series 2024B Bonds in a Daily Mode, a Weekly Mode, an Indexed Mode, a Bank Fixed Mode, a Bank Index Mode, a Commercial Paper Mode or an R-FLOATs Rate Mode shall be made by wire transfer in immediately available funds to an account within the United States of America designated by such Holder and (ii) any Series 2024B Bonds in a Term Rate Mode or a Fixed Rate Mode shall be made by check mailed by first class mail to such Holder at its address as it appears on such registration books, or, upon the written request of any Holder of at least \$1,000,000 in aggregate principal amount of the Series 2024B Bonds, submitted to the Bond Trustee at least five Business Days prior to the Record Date, by wire transfer in immediately available funds to an account within the United States of America designated by such Holder. As long as Cede & Co. is the Holder of the Series 2024B Bonds, said principal or Redemption Price and interest payments shall be made to Cede & Co. by wire transfer in immediately available funds. CUSIP number identification shall accompany all payments of principal or Redemption Price and interest whether by check or by wire transfer; provided, however, that CUSIP number identification shall not be required while the Series 2024B Bonds are in the Bank Fixed Mode or the Bank Index Mode. The principal of and interest on Liquidity Facility Bonds shall be paid as set forth in the Reimbursement Agreement or the Liquidity Facility, as applicable, relating to such Liquidity Facility Bonds.

So long as the Series 2024B Bonds are held by a Securities Depository, payments of the principal of and interest on the Series 2024B Bonds shall be made in accordance with the requirements of the Securities Depository. The Series 2024B Bonds bearing interest at the Bank Index Rate, the Bank Fixed Rate or the Term-Out Rate shall be physical bonds and shall not be paid through a Securities Depository. The Series 2024B Bonds bearing interest at the Bank Index Rate, the Bank Fixed Rate or the Term-Out Rate shall contain a legend that the transfer of the Series 2024B Bonds shall be subject to the restrictions set forth in the Bond Indenture.

Notwithstanding the foregoing, unless the Purchaser has directed that the Series 2024B Bonds shall be paid through a Securities Depository, the payment of principal, premium, if any, and interest on Bonds bearing interest at the Bank Index Rate, the Bank Fixed Rate, the Taxable Rate, the Default Rate or the Term-Out Rate shall be payable by the Borrower in the manner agreed to in writing by the Borrower and Purchaser and acknowledged by the Bond Trustee, including but not limited to payments made by the Borrower directly to the Purchaser and no presentment of the Bond for the payment of principal other than the final payment of principal. If payments are made directly by the Borrower to the Purchaser, the Purchaser shall notify the Bond Trustee of any nonpayment by the Borrower and the amount of any such nonpayment. Any failure to report such information shall result in no liability on the part of the Purchaser to the Authority, the Bond Trustee or the Borrower, other than the requirement of the Purchaser to respond to inquiries regarding the date and amount of such payments. The Bond Trustee shall not be deemed to have any notice of such failure unless it has received notice thereof in writing. Further, in no event shall Series 2024B Bonds bearing interest at the Bank Index Rate, the Bank Fixed Rate, the Taxable Rate, the Default Rate or the Term-Out Rate be required to be presented or surrendered on the partial redemption of such Series 2024B Bond.

(B) Interest on the Series 2024B Bonds shall be calculated in accordance with Sections 204, 205, 206, 207, 208, 209, 210 and 211 hereof and shall be payable on each Interest Payment Date for the immediately preceding Interest Payment Period. Notwithstanding the foregoing, Liquidity Facility Bonds shall bear interest at a rate per annum equal to the Liquidity Facility Bond Rate and interest on Liquidity Facility Bonds shall be payable as set forth in the Reimbursement Agreement or the Liquidity Facility relating to such Liquidity Facility Bonds. Additionally, anything herein to the contrary notwithstanding, in no event shall any Series 2024B Bond (including, without limitation, Liquidity Facility Bonds) bear interest at a rate per annum in excess of the Maximum Rate applicable thereto.

Section 204. Initial Mode and Interest Rates; Subsequent Modes.

(A) The Series 2024B Bonds shall initially be in the Fixed Rate Mode unless and until such Series 2024B Bonds or a portion thereof are converted to a different Mode as provided in Section 212 hereof. The first interest payment date for the Series 2024B Bonds shall be February 15, 2025.

The Series 2024B Bonds mature on August 15 of each of the years listed below and in each year in the amount listed below and bear interest at the rates per annum designated below:

MATURITY (AUGUST 15)	PRINCIPAL AMOUNT	INTEREST RATE DURING INITIAL FIXED RATE MODE
2025	\$3,945,000	5.000%
2026	4,360,000	5.000
2027	7,760,000	5.000
2028	8,305,000	5.000
2029	4,685,000	5.000
2030	4,850,000	5.000
2031	4,700,000	5.000
2032	4,535,000	5.000
2033	4,345,000	5.000
2034	4,140,000	5.000
2035	3,940,000	5.000
2036	3,645,000	5.000
2037	3,375,000	5.000
2038	3,095,000	5.000
2039	2,775,000	5.000
2040	2,445,000	5.000
2041	2,060,000	5.000
2042	1,665,000	5.000

(B) Except when the Series 2024B Bonds are in a Bank Index Mode or a Bank Fixed Mode, the Series 2024B Bonds may operate in different Modes at the same time. Series 2024B Bonds in any Mode, other than the Indexed Mode, may be changed to any other Mode at the times and in the manner hereinafter provided; provided that the portion of the Series 2024B Bonds to be changed must be an amount constituting an Authorized Denomination for the New Mode. In addition, while the Series 2024B Bonds are in a Term Rate Mode or Commercial Paper Mode, the Series 2024B Bonds in such Mode may bear interest at different rates at the same time; provided that each individual Series 2024B Bond in such Mode may bear only one rate during each Interest Period applicable to such Series 2024B Bond during a Term Rate Mode or Commercial Paper Mode. Notwithstanding the foregoing, (i) during a Bank Index Mode, all Series 2024B Bonds must operate in the Bank Index Mode for the same Bank Index Rate Period, and during a Bank Fixed Mode, all Series 2024B Bonds must operate in the Bank Fixed Mode for the same Bank Fixed Rate Period and (ii) during a R-FLOATs Rate Mode, all Series 2024B Bonds shall have the same R-FLOATs Period and all Bonds with an R-FLOATs Term Period shall have the same R-FLOATs Term Period. Subsequent to each change in Mode (other than a change to the Indexed Mode), the Series 2024B Bonds in such Mode may again be changed to a different Mode at the times and in the manner hereinafter provided. The Indexed Mode for a Series 2024B Bond shall be in effect until the final Maturity Date of such Series 2024B Bonds and may not be changed to any other Mode.

(C) In connection with any Mode change, the Bond Trustee shall identify the Series 2024B Bonds which are the subject of each Mode. Such identification may be through the

designation of such Series 2024B Bonds, through the assignment of separate CUSIP numbers or otherwise as the Remarketing Agent directs the Bond Trustee.

In addition, upon any change in Mode, new Series 2024B Bond forms in the New Mode shall be prepared by the Authority or Bond Counsel and delivered by the Bond Trustee to the holders of such Series 2024B Bonds, which new Bond forms shall identify the Mode then applicable to the Series 2024B Bonds and reflect the terms then applicable to such Series 2024B Bonds, all as provided in Section 215 hereof. Each holder of Series 2024B Bonds by its acceptance thereof shall be deemed to have agreed to surrender its Series 2024B Bonds which are being converted to a New Mode to the Bond Trustee in exchange for a Series 2024B Bond reflecting the New Mode.

Section 205. Determination of Commercial Paper Rates, Purchase Date and Interest Periods During Commercial Paper Mode. (A) Interest Periods during a Commercial Paper Mode shall be of such duration of from one to 270 calendar days, ending on a day immediately preceding a Business Day or the final Maturity Date, as the Remarketing Agent shall determine in accordance with the provisions of this Section 205. On each Rate Determination Date, the Remarketing Agent shall select the Interest Period and lowest interest rate for such Interest Period as will, in the judgment of the Remarketing Agent, result in a sale of such Series 2024B Bonds on such Rate Determination Date at the Purchase Price and will result in the lowest aggregate cost payable by the Authority and the Borrower with respect to the Series 2024B Bonds in such Mode, taking into account interest and other determinable fees and expenses. The Remarketing Agent's determination shall be based on the market for and the relative yields of the Series 2024B Bonds and other securities that bear interest at a variable rate or fixed rate that, in the judgment of the Remarketing Agent, are otherwise comparable to the Series 2024B Bonds, or any fact or circumstance relating to the Series 2024B Bonds or affecting the market for the Series 2024B Bonds or affecting any other comparable securities in a manner that, in the judgment of the Remarketing Agent, will affect the market for the Series 2024B Bonds. If the Remarketing Agent has received notice from the Authority (at the direction of the Borrower) that any Series 2024B Bond is to be changed from the Commercial Paper Mode to any other Mode or is to be purchased in accordance with a mandatory purchase pursuant to Section 508, the Remarketing Agent shall, with respect to such Series 2024B Bond, select Interest Periods which do not extend beyond the Mandatory Purchase Date.

(B) On or after 4:00 p.m., New York time, on the Business Day next preceding each Rate Determination Date for Series 2024B Bonds in the Commercial Paper Mode, any Holder of such Series 2024B Bonds may telephone the Remarketing Agent and be informed of the anticipated next Interest Period(s) and the anticipated Commercial Paper Rate(s) for such Interest Period(s).

(C) By 12:30 p.m., New York time, on each Rate Determination Date, the Remarketing Agent, with respect to each Series 2024B Bond in the Commercial Paper Mode which is subject to adjustment on such date, shall determine the Commercial Paper Rate(s) for the Interest Periods then selected for such Series 2024B Bond and the Purchase Date and shall give Immediate Notice to the Bond Trustee and Tender Agent and any other Interested Party who contacts the Remarketing Agent of the Interest Period, the Purchase Date(s) and the Commercial Paper Rate(s).

(D) By 1:00 p.m., New York time, on each Rate Determination Date, the Remarketing Agent shall apply for and obtain CUSIP numbers for each Series 2024B Bond in the Commercial Paper Mode (which the Bond Trustee will promptly assign) for which a Commercial Paper Rate, a Purchase Date and Interest Period have been determined on such date and give the Bond Trustee and Tender Agent Immediate Notice of such assignment.

(E) By acceptance of any Series 2024B Bond during a Commercial Paper Mode, the Holder thereof shall be deemed to have agreed, during each Interest Period, to the Commercial Paper Rate (including the Alternate Rate, if applicable), Interest Period and Purchase Date then applicable thereto and to have further agreed to tender such Series 2024B Bond to the Tender Agent for purchase on the Purchase Date at the Purchase Price; provided, however, that in the event that a Holder fails to tender such Series 2024B Bond on the Purchase Date, such Series 2024B Bond will be deemed to have been tendered on such Purchase Date, and thereafter the Holder shall be entitled to receive only the Purchase Price for such Series 2024B Bond.

Section 206. Determination of Interest Rates During the Daily Mode and the Weekly Mode.

(A) Method of Determining Interest Rates. At the option of the Authority upon the direction of the Borrower, Series 2024B Bonds not currently bearing interest in the Daily Mode or Weekly Mode, as applicable, may be converted to bear interest at the Daily Rate or Weekly Rate, as applicable, pursuant to the terms of Section 212(A) hereof. Interest on any Series 2024B Bonds in the Daily Mode or Weekly Mode shall accrue at the rate of interest per annum determined by the Remarketing Agent on and as of the Rate Determination Date as the minimum rate of interest which, in the judgment of the Remarketing Agent under then-existing market conditions, would result in the sale of such Series 2024B Bonds, on the Rate Determination Date in the case of the Daily Mode and on the first day of the Interest Period immediately succeeding the Rate Determination Date in the case of the Weekly Mode, at a price equal to the Purchase Price. Such determination shall be conclusive and binding upon the Interested Parties.

(B) Determination Time for Daily Rate. During the Daily Mode, the Remarketing Agent shall establish the Daily Rate by 10:30 a.m., New York time on each Business Day. The Daily Rate for any day during the Daily Mode which is not a Business Day shall be the Daily Rate established on the immediately preceding Business Day. The Remarketing Agent shall make the Daily Rate available by Electronic Means to the Bond Trustee, any requesting Bondholder or other Interested Party who contacts the Remarketing Agent by 2:00 p.m., New York time, on the Rate Determination Date.

(C) Determination Time for Weekly Rate. During the Weekly Mode, the Remarketing Agent shall establish the Weekly Rate by 5:00 p.m., New York time, on each Rate Determination Date. The Weekly Rate shall be in effect (1) initially, from and including the first day any Series 2024B Bonds become subject to the Weekly Mode to and including the following Wednesday and (2) thereafter, from and including each Thursday to and including the following Wednesday. The Remarketing Agent shall make the Weekly Rate available after 5:00 p.m., New York time, on the Rate Determination Date by Electronic Means to the Bond Trustee, any Bondholder or other Interested Party who contacts the Remarketing Agent.

Section 207. Determination of Indexed Rates and Term Rates.

(A) Determination of Indexed Rate. At the option of the Authority (at the direction of the Borrower) all or a portion of the Series 2024B Bonds may be converted to bear interest at the Indexed Rate to the final Maturity Date of the Series 2024B Bonds. Unless the Authority elects otherwise, the Indexed Rate shall be recalculated each Business Day. The index on which the Indexed Rate shall be based shall be the SIFMA Municipal Index unless the Authority (at the direction of the Borrower and after consultation with the Remarketing Agent) shall select another index not less than five Business Days prior to the Rate Determination Date. The Remarketing Agent shall determine the percentage to be used in calculating the Indexed Rate not later than 4:00 p.m., New York time, on the Rate Determination Date. The percentage shall be the lowest percent which, when multiplied by the index, in the reasonable judgment of the Remarketing Agent, will result in a sale of the Series 2024B Bonds at a price equal to the Purchase Price on the first day of the Indexed Rate Mode Change Date. At the time the Authority gives notice of its intent to change to the Indexed Mode, the Authority (at the request of the Borrower) may also determine an interest rate for the initial Interest Payment Period from the Mode Change Date to the first Interest Payment Date in the Indexed Mode which is not based on the index and percentage, a different frequency with which the Indexed Rate shall be recalculated from that specified above and different Interest Payment Dates from those specified in the definition of Interest Payment Dates, all of which shall be contained in the Authority's notice of intent to change to the Indexed Mode, which determination shall be accompanied by a Favorable Opinion of Bond Counsel dated the Mode Change Date addressed to the Bond Trustee, the Authority, the Tender Agent, the Credit Facility Provider, the Liquidity Facility Provider and the Remarketing Agent. The Remarketing Agent shall make such information available by Immediate Notice to any Bondholder requesting such information and to the Borrower, the Authority, the Bond Trustee and the Tender Agent. On each Business Day on which the Indexed Rate is recalculated by the Remarketing Agent, the Tender Agent shall give Immediate Notice of such rate upon request from any Bondholder, the Borrower, the Authority, the Bond Trustee, the Credit Facility Provider or the Liquidity Facility Provider, if any. Such determination shall be conclusive and binding upon the Borrower, the Authority, the Bond Trustee, the Tender Agent, the Credit Facility Provider, the Liquidity Facility Provider, if any, the Remarketing Agent and the Holders.

(B) Reserved.

(C) Method of Determining Term Rate, Interest Period and Purchase Date During Term Rate Mode. Interest Periods during a Term Rate Mode shall be at least 180 calendar days in length. Upon any conversion to a Term Rate Mode, the length of the initial Interest Period or Interest Periods shall be designated by the Authority (at the direction of the Borrower). During the Term Rate Mode, the Authority shall designate (at the direction of the Borrower) an Interest Period or Interest Periods succeeding the immediately preceding Interest Period. Each such designation shall be made by the Authority's giving Immediate Notice thereof to the Bond Trustee, the Tender Agent, the Remarketing Agent, the Credit Facility Provider and the Liquidity Facility Provider, which shall be given no later than the 10th Business Day preceding the proposed Interest Period of such Bonds. The Term Rate established on each Rate Determination Date for Series 2024B Bonds in the Term Rate Mode shall be the minimum rate which, in the judgment of the Remarketing Agent, will result in a sale of the Series 2024B Bonds for each Interest Period in the Term Rate Mode at a price equal to the Purchase Price on the first day of the applicable Interest

Period immediately succeeding the Rate Determination Date provided that such rate shall not exceed the Maximum Rate. If a new Interest Period is not designated by the Authority (at the direction of the Borrower) prior to the Business Day next preceding the Purchase Date for the Interest Period then in effect, all of the Series 2024B Bonds in the Term Rate Mode in the Interest Period then in effect shall be converted automatically on the Purchase Date to the Weekly Mode bearing interest at Weekly Rates established in accordance with Section 206(A) hereof.

(D) Determination Time for Term Rates. Except as provided in Section 207(E), once any portion of the Series 2024B Bonds are changed to the Term Rate Mode, such Series 2024B Bonds shall continue in the Term Rate Mode until changed to another Mode in accordance with Section 212 hereof. The Term Rate for each Interest Period shall be determined by the Remarketing Agent not later than 4:00 p.m., New York time, on the Rate Determination Date for each Interest Period. After 4:00 p.m., New York time, on the Rate Determination Date, the Remarketing Agent shall make the Term Rate for an Interest Period available by telephone to any Bondholder and to the Borrower, the Authority, the Bond Trustee, the Tender Agent, the Credit Facility Provider and the Liquidity Facility Provider. The Remarketing Agent shall provide Immediate Notice of the Term Rate for an Interest Period no later than the second Business Day after the Rate Determination Date for such Interest Period.

(E) Default to Weekly Mode. If, for any reason, a new Term Rate cannot be established for an Interest Period on a Rate Determination Date or there is a failure to remarket on a Purchase Date the Series 2024B Bonds in the Term Rate Mode for an Interest Period pursuant to Section 509, then all of the Series 2024B Bonds in the Term Rate Mode in the Interest Period then in effect for which a new Term Rate cannot be established or for which there is such a failed remarketing shall be changed automatically on the Purchase Date to bear interest at Weekly Rates established in accordance with Section 206(A) hereof.

Section 208. Determination of Fixed Rate. At the option of the Authority upon direction of the Borrower and with the consent of the Credit Facility Provider, if any, Series 2024B Bonds may be converted to bear interest at new Fixed Rates to the Maturity Dates thereof in the manner provided in Sections 212 and 502(B) hereof. The Remarketing Agent shall determine the Fixed Rate for each maturity of the Series 2024B Bonds to be converted to a new Fixed Rate Mode not later than 4:00 p.m., New York time, on the Rate Determination Date as provided in Section 502(B) hereof. The Fixed Rates shall be the rate or rates determined in accordance with Section 502(B) hereof. The Remarketing Agent shall make the Fixed Rates available by Electronic Means or telephone to any Bondholder and to the Borrower, the Authority, the Bond Trustee, the Tender Agent or the Credit Facility Provider. Upon request of any Bondholder, the Borrower, the Authority, the Bond Trustee or the Credit Facility Provider, the Tender Agent shall give Immediate Notice of such rate. Such determination shall be conclusive and binding upon the Interested Parties.

Section 209. Alternate Rate for Interest Calculation.

(A) With respect to Series 2024B Bonds in a Daily Mode, in the event that the Remarketing Agent fails to establish a Daily Rate for any Business Day, then (i) the Daily Rate for such day shall be the same as the Daily Rate for the immediately preceding day if the Daily Rate for such preceding day was determined by the Remarketing Agent or (ii) if no Daily Rate for

the immediately preceding day was determined by the Remarketing Agent or in the event that the Daily Rate determined by the Remarketing Agent shall be held to be invalid or unenforceable by a court of law, then the interest rate for such day shall be equal to 100% of the SIFMA Municipal Index, made available for such day, or if such index is no longer available, or no such index was so made available for such day, 70% of the interest rate on 30-day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in *The Wall Street Journal* or *The Bond Buyer* on the day the Daily Rate would otherwise be determined as provided herein for such Interest Period during a Daily Mode as specified by the Authority to the Tender Agent. However, if there is no Remarketing Agent in place, or if there is no Liquidity Facility in place, the rate will be set at the Maximum Rate.

(B) With respect to Series 2024B Bonds in a Weekly Rate, if the Remarketing Agent fails to establish a Weekly Rate for any week with respect to the Series 2024B Bonds bearing interest at such rate, then (i) the Weekly Rate for such week shall be the same as the Weekly Rate for the immediately preceding week if the Weekly Rate for such immediately preceding week was determined by the Remarketing Agent or (ii) if no Weekly Rate for the immediately preceding week was determined by the Remarketing Agent or if the Weekly Rate determined by the Remarketing Agent shall be held to be invalid or unenforceable by a court of law, then the Weekly Rate for such week shall be equal to 100% of the SIFMA Municipal Index, made available for the week preceding the date of determination, or if such index is no longer available, or no such index was made available for the week preceding the date of determination, 70% of the interest rate on 30-day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in *The Wall Street Journal* or *The Bond Buyer* on the day such Weekly Rate would otherwise be determined as provided herein for such Weekly Rate Period as specified by the Authority to the Tender Agent. However, if there is no Remarketing Agent in place, or if there is no Liquidity Facility in place, the rate will be set at the Maximum Rate.

(C) With respect to Series 2024B Bonds in a Commercial Paper Mode, if the Remarketing Agent fails to set the length of an Interest Period during such Mode for any Series 2024B Bond, it will extend by one Business Day (or until the earlier stated maturity of the Series 2024B Bonds) automatically until the Remarketing Agent is able to set the rate and, if in that instance the Remarketing Agent fails for whatever reason to determine the interest for such Series 2024B Bond, then the interest rate for such Series 2024B Bond for that Interest Period shall be the Commercial Paper Rate in effect for such Series 2024B Bond for the preceding Interest Period. However, if there is no Remarketing Agent in place, or if there is no Liquidity Facility in place, the rate will be set at the Maximum Rate.

(D) With respect to Series 2024B Bonds in a Term Rate Mode, if, for any reason, the Term Rate for Series 2024B Bonds is not so determined for such Mode by the Remarketing Agent on or prior to the first day of such Interest Period, then the Series 2024B Bonds shall bear interest at the Weekly Rate as provided in Section 206 hereof, and shall continue to bear interest at a Weekly Rate determined in accordance with Section 206 until such time as the interest rate on the Series 2024B Bonds shall have been adjusted to another Mode as provided herein, and the Series 2024B Bonds shall continue to be subject to mandatory purchase as described in Section 506.

(E) With respect to Series 2024B Bonds in a R-FLOATs Rate Mode, if, for any reason, the R-FLOATs Rate for Series 2024B Bonds is not so determined, then the Series 2024B Bonds shall bear interest as provided in Section 211 hereof.

Section 210. Determination of Bank Fixed Rates; Determination of Bank Index Rates; Subsequent Bank Rate Periods; Index Agent; Remarketing Agent.

(A) Determination of Bank Fixed Rates.

(1) During each Bank Fixed Rate Period, the Series 2024B Bonds shall, subject to Section 210(F) below, bear interest at the Bank Fixed Rate. The Bank Fixed Rate for the Series 2024B Bonds in the Bank Fixed Mode shall be calculated on the applicable Rate Determination Date for each Bank Fixed Rate Period by the Market Agent, shall become effective on the applicable Bank Rate Change Date next succeeding such Rate Determination Date and shall be equal to the lower of (a) the Maximum Rate (subject to the provisions of Section 210(F) below) and (b) the Bank Fixed Rate.

(2) Prior to the commencement of any Bank Fixed Rate Period,

(a) the Borrower shall provide a Written Request to the Market Agent appointed pursuant to Section 210(E) to determine the Bank Fixed Rate for such Bank Fixed Rate Period and

(b) the Market Agent shall determine on or prior to the Rate Determination Date preceding such Bank Fixed Rate Period, the Bank Fixed Rate for such Bank Fixed Rate Period, which shall be an interest rate that will result in the Bank Fixed Rate to be equal to the minimum interest rate per annum (based upon tax exempt obligations comparable, in the judgment of the Market Agent, to the Series 2024B Bonds and known to the Market Agent to have been priced or traded under the prevailing market conditions) which, in the judgment of the Market Agent under then-existing market conditions, will enable the Series 2024B Bonds to be sold on such date at a price (without regard to accrued interest) equal to 100% of the principal amount thereof. The Bank Fixed Rate shall be rounded upward to the second decimal place. The Market Agent shall provide Immediate Notice to the Bond Trustee, the Borrower, the Purchaser and the Index Agent of the Bank Fixed Rate by 10:00 a.m., New York time, on the Rate Determination Date for such Bank Fixed Rate Period, and any adjustment will take effect on the Bank Rate Change Date.

(3) The determination by the Market Agent of the Bank Fixed Rate (absent manifest error) shall be conclusive and binding upon the Authority, the Borrower, the Bond Trustee and the Purchaser.

(B) Determination of Bank Index Rates.

(1) During each Bank Index Rate Period, the Series 2024B Bonds shall, subject to Section 210(F) below, bear interest at the Bank Index Rate from time to time in effect. The Bank Index Rate for the Series 2024B Bonds in the Bank Index Mode shall be

calculated on each Rate Determination Date by the Index Agent, shall become effective on the Bank Index Rate Reset Date next succeeding such Rate Determination Date to but excluding the next succeeding Bank Index Rate Reset Date and shall be equal to the lower of (a) the Maximum Rate (subject to the provisions of Section 210(F) below) and (b) the Bank Index Rate; provided, that the Bank Index Rate shall be rounded upward to the third decimal place.

The Index Agent shall calculate the Bank Index Rate for each Interest Period on each Rate Determination Date and shall provide Immediate Notice of such Bank Index Rate to the Bond Trustee, the Purchaser and the Borrower. The Bank Index Rate so determined shall be effective for the Interest Period immediately following such Rate Determination Date. The determination by the Index Agent of the Bank Index Rate, the Taxable Rate and the Default Rate (absent manifest error) shall be conclusive and binding upon the Authority, the Borrower, the Bond Trustee and the Purchaser. If for any reason the Index Agent shall fail to establish the Bank Index Rate, the Taxable Rate or the Default Rate for any Interest Period, the Series 2024B Bonds shall bear interest at the Bank Index Rate, the Taxable Rate or the Default Rate last in effect until the Index Agent next determines the Bank Index Rate, the Taxable Rate or the Default Rate as required hereunder.

(2) Prior to the commencement of any Bank Index Rate Period (other than a Subsequent Bank Index Rate Period),

(a) the Borrower shall select the Index and provide a Written Request to the Market Agent appointed pursuant to Section 210(E) to determine the Applicable Factor and the Applicable Spread for such Bank Index Rate Period, and

(b) the Market Agent shall determine on or prior to the Rate Determination Date preceding such Bank Index Rate Period, the Applicable Factor and the Applicable Spread for such Bank Index Rate Period, which shall be a combination that will result in the Bank Index Rate determined in accordance with Section 210(B)(1) to be equal to the minimum interest rate per annum (based upon tax exempt obligations comparable, in the judgment of the Market Agent, to the Series 2024B Bonds and known to the Market Agent to have been priced or traded under the prevailing market conditions) which, in the judgment of the Market Agent under then-existing market conditions, will enable the Series 2024B Bonds to be sold on such date at a price (without regard to accrued interest) equal to 100% of the principal amount thereof. The Market Agent shall provide Immediate Notice to the Bond Trustee, the Borrower and the Index Agent of the Applicable Spread and the Applicable Factor by 10:00 a.m., New York time, on the Rate Determination Date for such Bank Index Rate Period, and any adjustment will take effect on the Bank Rate Change Date.

(C) Subsequent Bank Rate Periods; Determination of Bank Index Rate and Bank Fixed Rate in a Subsequent Bank Rate Period.

(1) Prior to the end of the then-existing Bank Rate Period and in accordance with the provisions of the Continuing Covenant Agreement, the Borrower, may request in writing, that the Purchaser agree to hold the Series 2024B Bonds for a Subsequent Bank Rate Period. In addition, each such Written Request of the Borrower shall contain the following:

(a) the proposed commencement and ending dates of the Subsequent Bank Rate Period;

(b) a designation of whether the Series 2024B Bonds will bear interest at a Bank Index Rate for a Subsequent Bank Index Rate Period (and specify the Index) or at a Bank Fixed Rate for a Subsequent Bank Fixed Rate Period;

(c) if the Series 2024B Bonds shall bear interest at a Bank Index Rate, the Applicable Spread and the Applicable Factor for the proposed Subsequent Bank Index Rate Period, determined in accordance with Section 210(B) hereof; and

(d) if the Series 2024B Bonds shall bear interest at a Bank Fixed Rate, a request that the Market Agent provide the Borrower with a quote of the Bank Fixed Rate for the proposed Subsequent Bank Fixed Rate Period determined in accordance with Section 210(A) hereof.

The determination of the Purchaser to accept or reject the Borrower's request for a Subsequent Bank Rate Period in accordance with the provisions of the Continuing Covenant Agreement shall be within the sole and absolute discretion of the Purchaser.

If the Purchaser accepts the Borrower's Written Request for a Subsequent Bank Rate Period and exercises its Right to Retain, the Borrower shall direct the Purchaser to inform the Bond Trustee of the Subsequent Bank Fixed Rate Period (including the Bank Fixed Rate) or the Subsequent Bank Index Rate Period (including the Index and the Applicable Spread and Applicable Factor), as applicable, and the new Bank Rate Purchase Date with respect thereto. Such notification to the Bond Trustee shall be no later than 2 Business Days prior to the date upon which the Bond Trustee is required to give notice of mandatory tender of the Series 2024B Bonds pursuant to Section 505(B) hereof. Upon such notification of the Bond Trustee, the Purchaser will be deemed to have exercised the Right to Retain. The Subsequent Bank Rate Period shall commence on a Business Day specified by the Borrower in its Written Request (or such other Business Day agreed to by the Purchaser and the Borrower), which date shall become the Bank Rate Purchase Date for the then-existing Bank Rate Period. The Series 2024B Bonds shall bear interest during such Subsequent Bank Rate Period at either the Bank Fixed Rate or the Bank Index Rate, but not both.

Subject to Section 210(D) below, if the Purchaser does not exercise the Right to Retain, (i) there shall be no change in the then-existing Bank Rate Period on the Bank Rate Change Date proposed in the Borrower's Written Request, (ii) the then-existing Bank Index

Rate Period (including the Applicable Factor and the Applicable Spread) or Bank Fixed Rate Period (including the Bank Fixed Rate), as applicable, shall remain in effect and (iii) such Series 2024B Bonds shall remain subject to mandatory purchase on the Bank Index Rate Purchase Date or Bank Fixed Rate Purchase Date, as applicable, for the then-existing Bank Rate Period.

(2) Prior to submitting a Written Request for a Subsequent Bank Index Rate Period, the Borrower shall provide a Written Request to the Market Agent appointed pursuant to Section 210(E) to determine the Applicable Factor and the Applicable Spread for such proposed Subsequent Bank Index Rate Period and to provide written notice of such determination to the Borrower and the Purchaser. The Applicable Factor and the Applicable Spread for such Subsequent Bank Index Rate Period shall be a combination that will result in the Bank Index Rate determined in accordance with Section 210(B) to be equal to the minimum interest rate per annum (based upon tax exempt obligations comparable, in the judgment of the Market Agent, to the Series 2024B Bonds and known to the Market Agent to have been priced or traded under the prevailing market conditions) which, in the judgment of the Market Agent under then-existing market conditions, will enable the Series 2024B Bonds to be sold on the date of determination at a price (without regard to accrued interest) equal to 100% of the principal amount thereof.

(3) Prior to submitting a Written Request for a Subsequent Bank Fixed Rate Period, the Borrower shall provide a Written Request to the Market Agent appointed pursuant to Section 210(E) to determine the Bank Fixed Rate for such proposed Subsequent Bank Fixed Rate Period and to provide written notice of such determination to the Borrower and the Purchaser. The Bank Fixed Rate for such proposed Subsequent Bank Fixed Rate Period shall be calculated in accordance with Section 210(A) hereof.

(4) During each Subsequent Bank Fixed Rate Period, the Series 2024B Bonds shall bear interest at the Bank Fixed Rate, as determined on the applicable Rate Determination Date. The Bank Fixed Rate for the Series 2024B Bonds in each Subsequent Bank Fixed Rate Period shall be calculated on the applicable Rate Determination Date by the Market Agent in accordance with and subject to the provisions of Section 210(A) hereof.

(5) During each Subsequent Bank Index Rate Period, the Series 2024B Bonds shall bear interest at the Bank Index Rate. The Bank Index Rate for the Series 2024B Bonds in each Subsequent Bank Index Rate Period shall be calculated on each Rate Determination Date by the Index Agent in accordance with and subject to the provisions of Section 210(B) hereof.

(6) In connection with the commencement of any Subsequent Bank Rate Period, the Borrower shall provide a Favorable Opinion of Bond Counsel dated the Bank Rate Change Date and addressed to the Bond Trustee, the Authority, the Purchaser and the Market Agent.

(D) Optional Term-Out Period. If the Purchaser does not exercise the Right to Retain pursuant to Section 210(C)(1) above, so long as the Continuing Covenant Agreement then provides

for a Term-Out Period and the conditions precedent to such Term-Out Period are satisfied on the then-applicable Bank Fixed Rate Purchase Date or Bank Index Rate Purchase Date, the Borrower may provide the Purchaser, the Bond Trustee and the Authority with written notice of its election to have the Purchaser hold the Series 2024B Bonds for an additional period of time commencing on the immediately succeeding Bank Rate Purchase Date (upon which Bank Rate Purchase Date the Series 2024B Bonds shall not be subject to purchase) and ending on the earliest of (1) the Term-Out Purchase Date, (2) the Maturity Date, (3) the date on which the Series 2024B Bonds are redeemed in full and (4) the date on which the Series 2024B Bonds are remarketed (the “**Term-Out Period**”). The last day of the Term-Out Period shall be the Term-Out Purchase Date for such Term-Out Period. During the Term-Out Period, the Series 2024B Bonds (regardless of whether such Bonds are in the Bank Index Mode or the Bank Fixed Mode) shall bear interest at the Term-Out Rate. Notwithstanding the foregoing, during the Term-Out Period, the Series 2024B Bonds shall remain subject to acceleration upon the occurrence of an Event of Default.

During the Term-Out Period, the Series 2024B Bonds shall continue to be subject to mandatory redemption pursuant to the schedule set forth in Section 502 hereof and shall be payable in full on the Term-Out Purchase Date in accordance with Section 505(C) hereof and any applicable Continuing Covenant Agreement.

Notwithstanding the foregoing, to the extent the Continuing Covenant Agreement does not provide for a Term-Out Period or if the conditions precedent to such Term-Out Period are not satisfied on the then-applicable Bank Fixed Rate Purchase Date or Bank Index Rate Purchase Date, the Series 2024B Bonds shall remain subject to mandatory purchase on the Bank Index Rate Purchase Date or Bank Fixed Rate Purchase Date, as applicable, for the then-existing Bank Rate Period and the failure to purchase the Series 2024B Bonds on the applicable Bank Fixed Rate Purchase Date or Bank Index Rate Purchase Date shall constitute an Event of Default hereunder subject to the remedies set forth in Article VII hereof and the Series 2024B Bonds shall bear interest at the Default Rate.

(E) Remarketing Agent; Index Agent; Market Agent.

(1) *Remarketing Agent:* While the Series 2024B Bonds are in a Bank Index Mode or a Bank Fixed Mode and to the extent the Series 2024B Bonds are to be converted to a Mode other than a Bank Index Mode or a Bank Fixed Mode, the Borrower shall appoint, pursuant to Section 511 hereof, a Remarketing Agent at such times as are required to remarket such Bonds on the applicable Mode Change Date.

(2) *Index Agent:* While the Series 2024B Bonds are in a Bank Index Rate Period, an Index Agent shall be appointed by the Borrower and shall serve as such under the terms and provisions hereof. The Borrower may appoint a new Index Agent on any Bank Rate Change Date; provided that the Purchaser for the Bank Index Rate Period immediately succeeding such Bank Rate Change Date must consent to any such appointment if the Index Agent so appointed is not the Purchaser for such immediately succeeding Bank Index Rate Period.

(3) *Market Agent:*

(a) While the Series 2024B Bonds are in a Mode other than a Bank Index Mode and to the extent such Series 2024B Bonds are to be converted to a Bank Index Mode in accordance with the terms of Section 212(A) hereof, the Borrower shall appoint a Market Agent at such times as are required to determine the Applicable Spread and the Applicable Factor in accordance with the provisions of Section 210(B)(2)(b) and 210(C)(2) in order to allow a determination on the applicable Rate Determination Date of the Bank Index Rate to be effective on the Mode Change Date and each subsequent Rate Determination Date.

(b) While the Series 2024B Bonds are in a Mode other than a Bank Fixed Mode and to the extent such Series 2024B Bonds are to be converted to a Bank Fixed Mode in accordance with the terms of Section 212(A) hereof, the Borrower shall appoint a Market Agent at such times as are required to determine the Bank Fixed Rate, in accordance with the provisions of Section 210(A), on the applicable Rate Determination Date to be effective on the Mode Change Date.

(c) While the Series 2024B Bonds are in a Bank Rate Period and to the extent the Series 2024B Bonds are to be changed to a new Bank Rate Period bearing interest at a Bank Fixed Rate, the Borrower shall appoint a Market Agent at such times as are required to determine the Bank Fixed Rate, in accordance with the provisions of Section 210(A), on the applicable Rate Determination Date.

(d) While the Series 2024B Bonds are in a Bank Rate Period and to the extent the Series 2024B Bonds are to be changed to a new Bank Rate Period bearing interest at a Bank Index Rate, the Borrower shall appoint a Market Agent at such times as are required to determine the Applicable Spread and the Applicable Factor, in accordance with the provisions of Section 210(B)(2)(b) and 210(C)(2), in order to allow a determination on each applicable Rate Determination Date of the Bank Index Rate.

(F) Adjustments to Bank Index Rate and Bank Fixed Rate. Additionally, notwithstanding the foregoing provisions of this Section 210, while the Series 2024B Bonds are in a Bank Rate Period:

(1) during any Term-Out Period, the Bank Index Rate shall be the Term-Out Rate;

(2) upon the occurrence and during the continuance of an Event of Default, the Bank Index Rate, the Bank Fixed Rate or the Term-Out Rate, as applicable, shall (effective on the date of such Event of Default) be converted to a rate equal to the Default Rate;

(3) upon the occurrence of a Taxable Date, the Bank Index Rate, the Bank Fixed Rate or the Term-Out Rate, as applicable, shall (effective on the date as of which interest on the Series 2024B Bonds first becomes includable in the gross income of the Purchaser) be converted to a rate equal to the Taxable Rate; and

(4) if during a Bank Rate Period (or during the Term-Out Period) the rate of interest on the Series 2024B Bonds exceeds the Maximum Rate for such Bonds, then (a) such Bonds shall bear interest at the Maximum Rate and (b) interest on such Bonds calculated at the rate equal to the difference between (i) the rate of interest for such Bonds as calculated pursuant to the terms hereof and (ii) the Maximum Rate (the “Excess Interest”) shall be deferred until such date as the rate of interest borne by such Bonds as calculated pursuant to Section 210 hereunder is below the Maximum Rate, at which time Excess Interest shall be payable with respect to such Bonds. Payments of deferred Excess Interest shall no longer be due and payable upon the earlier to occur of the date on which such Series 2024B Bonds are tendered for purchase in accordance with the terms hereof and are so paid or such Bonds are paid in full.

Section 211. Determination of R-FLOATs Rate; Establishment of R-FLOATs Periods; Tender of R-FLOATs Bonds.

(A) Determination of R-FLOATs Rate.

(1) Interest on R-FLOATs Bonds shall accrue on the basis of the actual number of days elapsed during the R-FLOATs Period and a year of 365 days (366 days in a leap year). Interest on the R-FLOATs Bonds shall be paid on each Interest Payment Date, any R-FLOATs Tender Date, any redemption date and on the Maturity Date therefor. Interest on R-FLOATs Bonds shall be payable on each Interest Payment Date for the period commencing on the Closing Date for the Series 2024B Bonds or on the Mode Change Date (or new R-FLOATs Period, as applicable) preceding the prior Interest Payment Date and ending on the day immediately preceding such Interest Payment Date.

(2) The R-FLOATs Rate for any Bond in the R-FLOATs Rate Mode shall be determined as follows:

(a) A Bond in the R-FLOATs Rate Mode may be in an R-FLOATs Weekly Period, an R-FLOATs Monthly Period, or an R-FLOATs Term Period. All Bonds in the R-FLOATs Rate Mode shall have the same R-FLOATs Period, and all Bonds with an R-FLOATs Term Period shall have the same R-FLOATs Term Period. During the R-FLOATs Rate Mode, the Borrower shall establish the applicable R-FLOATs Period. If a Bond is converted to the R-FLOATs Rate Mode, the Borrower shall elect the R-FLOATs Period for such Bond on or prior to the last Business Day before the Mode Change Date. During the R-FLOATs Rate Mode, the Borrower may elect to change the R-FLOATs Period for Bonds in the R-FLOATs Rate Mode, subject to the following terms and conditions:

(i) Any change in the R-FLOATs Period may be effective only on an R-FLOATs Reset Date.

(ii) The Borrower’s election to change the R-FLOATs Period to an R-FLOATs Weekly Period or an R-FLOATs Monthly Period must be given as provided in Section 212 and be accompanied by a Favorable Opinion of Bond Counsel.

(iii) Bonds in an R-FLOATs Weekly Period or an R-FLOATs Monthly Period shall remain in such period unless the Borrower elects to change the period.

(iv) The Borrower may elect an R-FLOATs Term Period, which must be more than 35 days and must end on a day that is immediately prior to a Business Day. If the Borrower elects an R-FLOATs Term Period that ends on a day that is not in fact immediately prior to a Business Day, then such R-FLOATs Term Period shall automatically extend to the next day that is immediately prior to a Business Day.

(v) An election by the Borrower to establish an R-FLOATs Term Period may provide that successive R-FLOATs Term Periods of specified length shall be established with respect to Bonds in the R-FLOATs Rate Mode. If such a notice is delivered, no additional notice shall be required from the Borrower with respect to the subsequent R-FLOATs Term Periods so specified. Any such notice may be revoked by the Borrower, but the revocation shall be applicable only with respect to R-FLOATs Term Periods that would have commenced after the date of the notice of revocation.

(vi) Upon the expiration of any R-FLOATs Term Period, the R-FLOATs Period shall automatically revert to an R-FLOATs Weekly Period unless the Borrower makes a timely election to change the R-FLOATs Period to the R-FLOATs Monthly Period or another R-FLOATs Term Period or to another Mode provided in this Bond Indenture; provided, however, that in any event, the day immediately following the last day of the R-FLOATs Term Period shall be a Mandatory Purchase Date.

(b) The R-FLOATs Weekly Rate shall be set initially on any future Mode Change Date (if converted to the R-FLOATs Rate Mode with an R-FLOATs Weekly Period) and shall change on each Thursday while the Series 2024B Bonds are in an R-FLOATs Weekly Period (each Thursday being an “**R-FLOATs Weekly Reset Date**”). The R-FLOATs Weekly Rate shall be determined when set initially and on each R-FLOATs Reset Date or, if any R-FLOATs Reset Date is not a Business Day, on the last Business Day prior to such R-FLOATs Reset Date (each such date being an “**R-FLOATs Weekly Rate Determination Date**”). The R-FLOATs Weekly Rate so determined shall be effective on the R-FLOATs Reset Date and shall remain in effect until (and including) the following Wednesday.

(c) The R-FLOATs Monthly Rate shall be determined (i) on the last Business Day immediately prior to the first day of an R-FLOATs Monthly Period and (ii) on the last Business Day of each month during the R-FLOATs Monthly Period (each such date being an “**R-FLOATs Monthly Rate Determination Date**”). The R-FLOATs Monthly Rate so determined shall be effective on the first day of the R-FLOATs Monthly Period or the first Business Day following the R-FLOATs Rate Determination Date, as the case may be (each such date being an “**R-FLOATs**

Monthly Reset Date”), and shall remain in effect until (and including) the day immediately prior to the first Business Day of the following month.

(d) An R-FLOATs Term Rate shall be set on the last Business Day immediately prior to the first day of an R-FLOATs Term Period (each such date being an “**R-FLOATs Term Rate Determination Date**” and, together with the R-FLOATs Weekly Rate Determination Date and the R-FLOATs Monthly Rate Determination Date, the “**R-FLOATs Rate Determination Date**”). The R-FLOATs Term Rate so determined shall be effective on the first day of the R-FLOATs Term Period (each such date being an “**R-FLOATs Term Reset Date**” and, together with the R-FLOATs Weekly Reset Date and the R-FLOATs Monthly Reset Date, the “**R-FLOATs Reset Date**”) and shall remain in effect until (and including) the last day of such R-FLOATs Term Period.

(e) The R-FLOATs Rate shall be the lowest interest rate that would, in the opinion of the Remarketing Agent, result in the market value of the Series 2024B Bonds being 100% of the principal amount thereof on the applicable R-FLOATs Rate Determination Date, taking into account relevant market conditions and credit rating factors as they exist on such date. If the Remarketing Agent fails to determine the R-FLOATs Rate on any R-FLOATs Rate Determination Date, the R-FLOATs Rate on the following R-FLOATs Reset Date shall be the Alternate Rate.

(f) The R-FLOATs Rate may not exceed the Maximum Interest Rate.

(g) On each R-FLOATs Rate Determination Date the Remarketing Agent shall give notice to the Bond Trustee of any R-FLOATs Rate so determined. Upon the request of any holder, the Bond Trustee shall notify the holder of the R-FLOATs Rate so determined.

(h) Notwithstanding the provisions of Section 211(A)(2)(a) through (g), during any R-FLOATs Non-Remarketing Period, all Bonds in the R-FLOATs Rate Mode (including any Bonds in the R-FLOATs Rate Mode that are not R-FLOATs Non-Remarketed Bonds) shall bear interest at the Maximum Interest Rate.

(B) Purchase of Tendered Bonds in the R-FLOATs Rate Mode.

(a) In connection with the tender of Bonds in the R-FLOATs Rate Mode under Sections 504(B) and 506 herein, the Bond Trustee shall hold any tendered Bond in the R-FLOATs Rate Mode delivered to it in trust solely for the benefit of the tendering holder until money representing the Purchase Price of such Bond shall have been delivered to or for the account of such holder.

(b) The Bond Trustee shall obtain funds for payment of the Purchase Price of tendered Bonds in the R-FLOATs Rate Mode from the following sources:

(i) The Remarketing Agent shall deliver all remarketing proceeds to the Bond Trustee or shall instruct the purchaser of any

remarketed Bond in the R-FLOATs Rate Mode to deliver the Purchase Price of such remarketed Bond directly to the Bond Trustee. Remarketing proceeds shall be held in a separate, segregated account in the Purchase Fund and shall not be commingled with other money in the Purchase Fund.

(ii) The Borrower shall not be required to provide funds for the purchase of Bonds in the R-FLOATs Rate Mode tendered pursuant to an R-FLOATs Tender, but the Borrower may, at its option, provide funds for the purchase of Bonds in the R-FLOATs Rate Mode tendered pursuant to an R-FLOATs Tender. Funds obtained from the Borrower shall be held in a separate, segregated account in the Purchase Fund and shall not be commingled with other money in the Purchase Fund.

(c) Except as provided in Section 211(C) with respect to R-FLOATs Non-Remarketed Bonds, on the R-FLOATs Tender Date with respect to any Bond in the R-FLOATs Rate Mode, the Bond Trustee shall pay the Purchase Price to the holder of such Bond. Funds available for the Purchase Price of tendered Bonds shall be applied by the Bond Trustee as follows, in the order and priority indicated:

(i) First, remarketing proceeds shall be used to pay the Tender Price of tendered Bonds in the R-FLOATs Rate Mode other than Bonds owned by, for the account of, or on behalf of, the Borrower or any Affiliate of the Borrower or by the Authority.

(ii) Second, funds provided by the Borrower shall be used to pay the Purchase Price of tendered Bonds in the R-FLOATs Rate Mode that are not purchased with remarketing proceeds.

The Bond Trustee shall not be required to use its own funds to pay the Purchase Price of tendered Bonds in the R-FLOATs Rate Mode. The Bond Trustee shall not pay the Purchase Price of any tendered Bond, unless and until the Holder of such Bond presents such Bond to the Bond Trustee. Any Bond so delivered to the Bond Trustee after the Bond Trustee's close of business on a Business Day shall be deemed delivered on the following Business Day.

(C) R-FLOATs Non-Remarketed Bonds.

(a) Funds for the purchase of Bonds in the R-FLOATs Rate Mode pursuant to an R-FLOATs Tender shall be derived solely from (i) remarketing proceeds or (ii) funds that the Borrower elects to provide for such purchase; provided, however, that the Borrower shall not be required to provide funds for the purchase of Bonds tendered pursuant to an R-FLOATs Tender.

(b) If adequate funds are not available in the Purchase Fund on any R-FLOATs Tender Date to pay the Purchase Price of all Bonds in the R-FLOATs Rate Mode tendered for purchase pursuant to the R-FLOATs Tender provisions, no Bonds in the R-FLOATs Rate Mode shall be purchased on such R-FLOATs Tender Date pursuant to the R-FLOATs Tender provisions, and all Bonds in the R-FLOATs Rate Mode tendered for purchase on such R-FLOATs Tender Date shall

be considered "R-FLOATs Non-Remarketed Bonds". The Bond Trustee shall return all R-FLOATs Non-Remarketed Bonds to the holders thereof, and the Bond Trustee shall return any remarketing proceeds deposited in the Purchase Fund with respect to such R-FLOATs Non-Remarketed Bonds to the Remarketing Agent for return to the Persons providing such remarketing proceeds.

(c) The date on which a Bond in the R-FLOATs Rate Mode is returned to the holder pursuant to this Section 211(C) shall be the first day of an R-FLOATs Special Non-Remarketing Period with respect to such Bond. During the R-FLOATs Special Non-Remarketing Period if the Series 2024B Bonds are not already in an R-FLOATs Weekly Period, the R-FLOATs Period for the Series 2024B Bonds shall automatically change to an R-FLOATs Weekly Period. During any R-FLOATs Special Non-Remarketing Period, all Bonds in the R-FLOATs Rate Mode shall bear interest at the Maximum Interest Rate. During any R-FLOATs Non-Remarketing Period the Remarketing Agent shall continue to use its best efforts to remarket R-FLOATs Non-Remarketed Bonds. If any R-FLOATs Special Non-Remarketing Period lasts more than 36 months, all Bonds in the R-FLOATs Mode (including Bonds in the R-FLOATs Mode that are not R-FLOATs Non-Remarketed Bonds) shall be redeemed pursuant to Section 502(E). If all R-FLOATs Non-Remarketed Bonds are successfully remarketed or are successfully converted to another Mode before an R-FLOATs Special Non-Remarketing Period extends to 36 months, redemption shall not be required pursuant to Section 502(E).

(D) No Liquidity Facility or Borrower Purchase During R-FLOATs Rate Mode.

Notwithstanding anything herein to the contrary, when the Series 2024B Bonds are in the R-FLOATs Rate Mode, there shall be no Liquidity Facility and the Borrower shall not be obligated to purchase Bonds that are tendered but not remarketed.

Section 212. Changes in Mode. Subject to the provisions of this Section 212 and Section 204(B), the Borrower may effect a change in Mode with respect to the Series 2024B Bonds, other than Series 2024B Bonds in the Indexed Mode, by following the procedures set forth in this Section.

(A) Changes to Modes Other Than the Fixed Rate Mode and Other Than from the Fixed Rate Mode. Subject to Section 212(C), all of the Series 2024B Bonds (other than Series 2024B Bonds in the Indexed Mode, which must remain in such Mode and Series 2024B Bonds proposed to be changed to or from the Fixed Rate Mode which shall be governed by Subsection 212(B) hereof), or a portion of any such Series 2024B Bonds (other than those in a Bank Index Mode or Bank Fixed Mode), may be changed from one Mode to another Mode (and for purposes of Bonds in the R-FLOATs Rate Mode, the continuation in such Mode but change in R-FLOATs Rate Period) as follows:

(1) *Mode Change Notice; Notice to Holders.* No later than the fifteenth Business Day preceding the proposed Mode Change Date, the Borrower shall give Immediate Notice to the Authority, the Bond Trustee, the Tender Agent, the Remarketing Agent (if any), the Purchaser (if any), the Index Agent (if any), the Liquidity Facility

Provider (if any) and the Credit Facility Provider (if any) specifying (a) the Series 2024B Bonds or portions thereof (if the Series 2024B Bonds are not presently in or being changed to a Bank Fixed Mode or a Bank Index Mode) to which such notice relates and its intention to effect a change in the Mode from the Mode then in effect (for purposes of this Section, the “*Current Mode*”) to another Mode (for purposes of this Section, the “*New Mode*”) specified in such written notice, (b) if the change is to a Term Rate Mode, the length of the initial Interest Period, (c) if the change is to a Bank Index Mode, the length of the Bank Index Rate Period, the Index, the Applicable Spread and the Applicable Factor, (d) if the change is to a Bank Fixed Mode, the length of the Bank Fixed Rate Period and the Bank Fixed Rate, and (e) if the change is to the R-FLOATs Rate Mode, the R-FLOATs Period. The Borrower’s notice of intent to effect a change in Mode is revocable no less than three Business Days prior to the proposed Mode Change Date by providing Immediate Notice to the parties identified in the prior sentence that such notice of intent to effect a change in Mode is rescinded. Notice of the proposed change in Mode shall be given to the Holders pursuant to Section 506.

(2) *Determination of Interest Rates.* The New Mode shall commence on the Mode Change Date and the interest rate(s) with respect to the Series 2024B Bonds in the New Mode (together, in the case of a change to the Commercial Paper Mode, with the Interest Period(s) and Purchase Date(s)) shall be determined by the Remarketing Agent in the manner provided in Sections 204, 205, 206, 207, 208, 209 and 211, as applicable, or, in the case of Series 2024B Bonds in the Bank Index Mode or the Bank Fixed Mode, by the Market Agent and the Index Agent, as applicable, as provided in Section 210.

(3) *Conditions Precedent.*

- (a) The Mode Change Date shall be an Interest Payment Date.
- (b) Additionally, the Mode Change Date in the case of a change:
 - (i) from the Commercial Paper Mode, shall be a day which is the last Purchase Date for all Interest Periods for such Series 2024B Bonds set by the Remarketing Agent;
 - (ii) from the Term Rate Mode, shall be the Purchase Date for the current Interest Period or a day on which the Series 2024B Bonds would otherwise be subject to optional redemption at par pursuant to Section 501;
 - (iii) from the Bank Index Mode or from the Bank Fixed Mode, shall be subject to Section 212(C) hereof; and
 - (iv) of the Series 2024B Bonds in the R-FLOATs Period for Bonds in the R-FLOATs Rate Mode, the change shall be on a R-FLOATs Reset Date.
- (c) In the case of a change (i) from a Short-Term Mode, from a Bank Index Mode or from a Bank Fixed Mode to a Long-Term Mode, (ii) from a Long-Term Mode, from a Bank Index Mode or from a Bank Fixed Mode to a Short-Term

Mode or (iii) to a Bank Index Mode or to a Bank Fixed Mode, the Bond Trustee, the Authority, the Tender Agent, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Purchaser (if any) and the Remarketing Agent (if any) shall have received on the Mode Change Date, a Favorable Opinion of Bond Counsel dated the Mode Change Date and addressed to the Bond Trustee, the Authority, the Tender Agent, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Purchaser (if any) and the Remarketing Agent (if any).

(d) If the Current Mode is the Commercial Paper Mode, no Interest Period set after delivery by the Borrower to the Remarketing Agent of the notice of the intention to effect a change in Mode shall extend beyond the proposed Mode Change Date.

(e) If the current Mode is the R-FLOATs Rate Mode and by the 15th day prior to the last day of any R-FLOATs Term Period which ends on a day other than the day immediately preceding the Maturity Date of the Series 2024B Bonds, the Bond Trustee shall not have received notice of the Borrower’s election that, during the next succeeding Interest Period, such Bonds shall bear interest at a Daily Rate, Weekly Rate, a Term Rate, a Bank Fixed Rate, Bank Index Rate, an R-FLOATs Rate, a Fixed Rate or Commercial Paper Rate, the next succeeding Interest Period shall be an R-FLOATs Weekly Period until such time as the interest rate shall be adjusted to a Daily Rate, Weekly Rate, Fixed Rate, Commercial Paper Rate, Bank Fixed Rate, Bank Index Rate, R-FLOATs Rate or Term Rate as provided in this section or Sections 204, 205, 206, 207, 208, 209 and 211, and the Series 2024B Bonds shall be subject to mandatory purchase as provided in Section 506 hereof on the first day of such R-FLOATs Weekly Period.

(f) The Borrower shall deliver to the Tender Agent a Liquidity Facility meeting the requirements hereof if the Borrower elects to provide a Liquidity Facility pursuant to Section 9.4 of the Loan Agreement. If there shall be no Liquidity Facility in effect to provide funds for the purchase of Series 2024B Bonds to be converted to the New Mode on the Mode Change Date, the remarketing proceeds available and the funds provided by the Borrower on the Mode Change Date shall be not less than the amount required to purchase all of the Series 2024B Bonds which are converting on such Mode Change Date at the Purchase Price.

(g) Except with respect to a change from the Daily Mode to the Weekly Mode and vice versa, (i) when the Series 2024B Bonds are covered by a Credit Facility or a Liquidity Facility that will remain in effect following the Mode Change Date or (ii) when the Series 2024B Bonds are not covered by a Credit Facility or a Liquidity Facility immediately before or immediately after the Mode Change Date, the Bond Trustee shall receive from each Rating Agency then rating the Series 2024B Bonds applicable ratings immediately following the Mode Change Date. In addition, except with respect to a change from the Daily Mode to the Weekly Mode and vice versa covered by a Credit Facility or a Liquidity Facility that will remain in effect following the Mode Change Date, in the event of a conversion of a portion

of the Series 2024B Bonds from the Daily Mode or Weekly Mode, the Bond Trustee shall receive written confirmation from each Rating Agency then rating the Series 2024B Bonds that immediately following the Mode Change Date there will be no withdrawal or reduction of the rating then in effect with respect to the Series 2024B Bonds remaining in the Daily Mode or Weekly Mode as a result of the Mode Change Date for a portion of the Series 2024B Bonds.

(h) Notice of the proposed change in Mode shall be given as provided in Section 212(A)(1).

(4) *Failure to Satisfy Conditions Precedent to Mode Change.* If the foregoing conditions have not been satisfied by the Mode Change Date, the New Mode shall not take effect for the Series 2024B Bonds proposed to be converted to a New Mode, such Series 2024B Bonds shall not be purchased on the proposed Mode Change Date (unless the Series 2024B Bonds are otherwise required to be purchased pursuant to Section 506 as a result of any of the following automatic changes in Mode or are otherwise subject to be purchased under Section 505 or 507) and: (a) if the change was from a Commercial Paper Mode, the Series 2024B Bonds proposed to be changed to the New Mode shall remain in the Commercial Paper Mode with interest rates with respect thereto and Interest Periods to be established in accordance with Section 205; (b) if the change was from a Term Rate Mode, each Series 2024B Bond proposed to be changed to the New Mode shall automatically change to the Weekly Mode bearing interest at the Weekly Rate established in accordance with Section 206(A) hereof; (c) if the change was from the Weekly Mode, the Series 2024B Bonds proposed to be changed to the New Mode shall remain in the Weekly Mode bearing interest at the Weekly Rate established in accordance with Section 206(A) hereof, (d) if the change was from the Daily Mode, the Series 2024B Bonds proposed to be changed to the New Mode shall remain in the Daily Mode bearing interest at the Daily Rate established in accordance with Section 206(A) hereof, (e) if the change was from the Bank Index Mode, the Series 2024B Bonds proposed to be changed to the New Mode shall remain in the Bank Index Mode bearing interest at the Bank Index Rate, the Term-Out Rate or the Default Rate, as applicable, established in accordance with Section 210(B) hereof, (f) if the change was from the Bank Fixed Mode, the Series 2024B Bonds proposed to be changed to the New Mode shall remain in the Bank Fixed Mode bearing interest at the Bank Fixed Rate, the Term-Out Rate or the Default Rate, as applicable, established in accordance with Section 210(A) hereof, (g) if the change was from the R-FLOATs Rate Mode, the Series 2024B Bonds proposed to be changed to the New Mode (or new R-FLOATs Period) shall remain in the R-FLOATs Rate Mode and bear interest at the R-FLOATs Weekly Rate, and (h) otherwise, such Series 2024B Bonds shall be automatically changed to a Daily Mode. Such a failed conversion shall not constitute an Event of Default hereunder. Notwithstanding the foregoing and subject to Section 210(D) hereof, if the foregoing conditions have not been satisfied by the Mode Change Date and if the change was to be from a Bank Index Mode or a Bank Fixed Mode on a Bank Rate Purchase Date, if such Series 2024B Bonds shall not be purchased on the proposed Mode Change Date (unless such date is a Bank Rate Purchase Date and the conditions precedent set forth in the Continuing Covenant Agreement for conversion to a Term-Out Period have been satisfied, the Series 2024B Bonds will be in the Term-Out Period and bear interest at the Term-Out Rate and an Event of Default shall not have been deemed to have occurred), such failed

conversion shall constitute an Event of Default hereunder subject to all of the remedies set forth in Article VII hereof and the Series 2024B Bonds shall bear interest at the Default Rate.

(5) *Revocation of Mode Change Notice.* The Borrower may revoke its election pursuant to Section 212(A)(1) to effect a Mode change by giving Written Notice of such revocation to the Authority, the Bond Trustee, the Tender Agent (if any), the Remarketing Agent (if any), the Liquidity Facility Provider (if any), the Credit Facility Provider (if any) and the Purchaser (if any), not less than three Business Days prior to the proposed Mode Change Date with the same effect as a failed conversion as described in Section 212(A)(4) hereof.

(B) Change to a new Fixed Rate Mode or from Fixed Rate Mode. At the option of the Authority upon direction of the Borrower, the Series 2024B Bonds not in the Indexed Mode may be changed to a new Fixed Rate Mode (including from a Fixed Rate Mode to a new Fixed Rate Mode) as provided in this Section 212(B); provided, however, that if the Series 2024B Bonds are in the Bank Fixed Mode or the Bank Index Mode, all of such Bonds shall be converted to either (y) the Fixed Rate Mode pursuant to this Section 212(B) or (z) a combination of the Fixed Rate Mode pursuant to this Section 212(B) and another Mode (other than a Bank Fixed Mode or a Bank Index Mode) pursuant to Section 212(A). Not less than 45 days (or such shorter time as may be agreed to by the Bond Trustee) before the proposed Mode Change Date to the Fixed Rate Mode, the Borrower shall give written notice to the Bond Trustee, the Authority, the Tender Agent, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Remarketing Agent (if any), the Purchaser (if any) and each Rating Agency then rating the Series 2024B Bonds proposed to be changed to the New Mode stating that the Mode will be changed to a new Fixed Rate Mode and setting forth the proposed Mode Change Date. Such notice shall be accompanied by an approval in writing of the change to the Fixed Rate Mode by the Credit Facility Provider, if any. Any such change to the Fixed Rate Mode shall be made as follows:

(1) *Conditions Precedent for Change to Fixed Rate Mode.*

(a) *Mode Change Date:* The Mode Change Date shall be:

(i) in the case of a change from the Commercial Paper Mode, a day which is the last Purchase Date for all Interest Periods for such Series 2024B Bonds bearing interest in the Commercial Paper Mode set by the Remarketing Agent;

(ii) a day on which the Series 2024B Bonds would otherwise be subject to optional redemption at par pursuant to Section 501; and

(iii) subject to Section 212(C) hereof in the case of a change from the Bank Index Mode or from the Bank Fixed Mode.

(iv) in case of a change from the R-FLOATs Rate Mode, shall be a R-FLOATs Reset Date.

(b) *Notice to Holders:* Not less than the 15th day next preceding the Mode Change Date, the Tender Agent shall mail, in the name of the Authority, a notice of such proposed change to the Holders of the Series 2024B Bonds proposed to be changed to the Fixed Rate stating that the Mode will be changed to the Fixed Rate Mode, the proposed Mode Change Date and that such Holder is required to tender such Holder's Series 2024B Bonds proposed to be changed to the Fixed Rate for purchase on such proposed Mode Change Date and the interest on such Series 2024B Bonds shall cease to accrue from and after such Mandatory Purchase Date.

(c) *Favorable Opinion of Bond Counsel:* The change to the Fixed Rate Mode shall not occur unless the Authority and the Bond Trustee have received, on the Mode Change Date, a Favorable Opinion of Bond Counsel dated the Mode Change Date and addressed to the Authority and the Bond Trustee.

(d) *Certificate Designating Maturities, Interest Rates, Etc.; Availability of Funds to Pay Discount:* Prior to the conversion to the Fixed Rate Mode, (i) the certificate of the Remarketing Agent described in Section 502(B) shall be provided to the Bond Trustee, the Authority and the Borrower and (ii) if the Series 2024B Bonds are to be remarketed at a discount from par pursuant to Section 502(B), funds (which shall be Eligible Moneys if such Bonds are being converted from an Eligible Moneys Mode supported by a Liquidity Facility) shall be on deposit in the Purchase Fund and available for the payment of the discount portion of the Purchase Price on the Mode Change Date.

(e) *Firm Underwriting or Purchase Contract:* Prior to the conversion to the Fixed Rate Mode, a firm underwriting or purchase contract from a recognized firm of bond underwriters or recognized institutional investors to underwrite or purchase all Series 2024B Bonds proposed to be changed to the Fixed Rate which are to be converted on such Mode Change Date at a price of 100% of the principal amount thereof (subject to the provisions of Section 502(B) hereof), which contract may be subject to conditions to purchase, shall be provided to the Authority and the Borrower.

(2) *Failure to Satisfy Conditions Precedent to Mode Change.* If the foregoing conditions have not been satisfied by the Mode Change Date, the new Fixed Rate Mode shall not take effect for the Series 2024B Bonds proposed to be converted to a new Fixed Rate Mode and such Series 2024B Bonds shall not be purchased on the proposed Mode Change Date; provided (a) that if the change was from a Term Rate Mode then all of the Series 2024B Bonds in such Mode shall be changed automatically on the Purchase Date to the Weekly Mode bearing interest at the Weekly Rate established in accordance with Section 206(A) hereof and (b) that if the change was from the R-FLOATs Rate Mode, then all such Bonds shall remain in the R-FLOATs Rate Mode and in the R-FLOATs Weekly Period and established in accordance with Section 211. Such a failed conversion shall not constitute an Event of Default hereunder. Notwithstanding the foregoing and subject to Section 210(D) hereof, if the foregoing conditions have not been satisfied by the Mode Change Date and if the change was to be from a Bank Index Mode or a Bank Fixed Mode on a Bank Rate Purchase Date, such Series 2024B Bonds shall not be purchased on the

proposed Mode Change Date, such failed conversion shall constitute an Event of Default hereunder subject to all of the remedies set forth in Article VII hereof and shall bear interest at the Default Rate.

(3) *Revocation of Mode Change Notice.* The Borrower may revoke its election pursuant to Section 212(B) to effect a Mode change by giving Written Notice of such revocation to the Authority, the Bond Trustee, the Tender Agent (if any), the Remarketing Agent (if any), the Liquidity Facility Provider (if any), the Credit Facility Provider (if any) and the Purchaser (if any), not less than three Business Days prior to the proposed Mode Change Date with the same effect as a failed conversion as described in Section 212(B)(2) hereof.

(4) *Change from the Fixed Rate Mode to another Mode.* At the option of the Authority upon direction of the Borrower, the Series 2024B Bonds in the Fixed Rate Mode may be changed to another Mode as provided in this Section 212(B)(4); provided, however, that if the Series 2024B Bonds are to be changed to the Bank Fixed Mode or the Bank Index Mode, all of such Bonds shall be converted to the Bank Fixed Mode or the Bank Index Mode. Not less than 45 days (or such shorter time as may be agreed to by the Bond Trustee) before the proposed Mode Change Date, the Borrower shall give written notice to the Bond Trustee, the Authority, the Tender Agent, the Credit Facility Provider (if any), the Remarketing Agent (if any) and each Rating Agency then rating the Series 2024B Bonds proposed to be changed to the New Mode stating that the Mode will be changed from the Fixed Rate Mode specifying the New Mode and setting forth the proposed Mode Change Date. Any such change from the Fixed Rate Mode shall be made as follows:

(a) *Conditions Precedent.*

(i) *Mode Change Date:* The Mode Change Date shall be a day on which the Series 2024B Bonds would otherwise be subject to optional redemption at par pursuant to Section 501(B)(3) hereof.

(ii) *Mode Change Notice:* The written notice from the Borrower shall specify (a) the Series 2024B Bonds or portions thereof (if the Series 2024B Bonds are not being changed to a Bank Fixed Mode or a Bank Index Mode) to which such notice relates and its intention to effect a change in the Mode from the Fixed Rate Mode then in effect to the New Mode specified in such written notice, (b) if the change is to a Term Rate Mode, the length of the initial Interest Period, (c) if the change is to a Bank Index Mode, the length of the Bank Index Rate Period, the Applicable Spread and the Applicable Factor, (d) if the change is to a Bank Fixed Mode, the length of the Bank Fixed Rate Period and the Bank Fixed Rate, and (e) if the change is to the R-FLOATs Rate Mode, the R-FLOATs Period. The Borrower's notice of intent to effect a change in Mode is revocable as described in (x) below.

(iii) *Notice to Holders:* Not less than the 15th day next preceding the Mode Change Date, the Tender Agent shall mail, in the name of the

Authority, a notice of such proposed change to the Holders of the Series 2024B Bonds proposed to be changed from the Fixed Rate Mode stating that the Mode will be changed to the New Mode, the proposed Mode Change Date and that if all conditions for such change are satisfied and such notice is not otherwise rescinded by the Borrower pursuant to Section (x) below then such Mode Change Date will be a Mandatory Purchase Date.

(iv) *Determination of Interest Rates:* The New Mode shall commence on the Mode Change Date and the interest rate(s) with respect to the Series 2024B Bonds in the New Mode (together, in the case of a change to the Commercial Paper Mode, with the Interest Period(s) and Purchase Date(s)) shall be determined by the Remarketing Agent in the manner provided in Sections 204, 205, 206, 207, 208, 209 and 211, as applicable, or, in the case of Series 2024B Bonds in the Bank Index Mode or the Bank Fixed Mode, by the Market Agent and the Index Agent, as applicable, as provided in Section 210. In connection with the Mode Change Date, serial bonds and Bond Sinking Fund redemptions may be redesignated as provided in Section 502(B) hereof.

(v) *Market Agent; Remarketing Agent:* If the Series 2024B Bonds are to be converted to the Bank Index Mode or Bank Fixed Mode, the Borrower shall appoint a Market Agent at such times as will allow the determination of the Bank Fixed Rate or Bank Index Rate on the applicable Rate Determination Date to be effective on the Mode Change Date. If the Series 2024B Bonds are being converted to a Mode other than the Bank Fixed Mode or Bank Index Mode, the Borrower shall appoint a Remarketing Agent, pursuant to Section 511 hereof, at such times as are required to remarket such Bonds on the applicable Mode Change Date and as will allow the determination of the interest rate on the applicable Rate Determination Date for the applicable Mode Change Date.

(vi) *Liquidity Facility:* The Borrower shall deliver to the Tender Agent a Liquidity Facility meeting the requirements hereof if the Borrower elects to provide a Liquidity Facility for the New Mode pursuant to Section 9.4 of the Loan Agreement. Since there is no Liquidity Facility in effect while the Series 2024B Bonds are in the Fixed Rate Mode, the remarketing proceeds available and the funds provided by the Borrower on the Mode Change Date shall be not less than the amount required to purchase all of the Series 2024B Bonds which are converting on such Mode Change Date at the Purchase Price.

(vii) *Rating:* When the Series 2024B Bonds are covered by a Credit Facility that will remain in effect following the Mode Change Date or when the Series 2024B Bonds are not covered by a Credit Facility immediately before or immediately after the Mode Change Date, or when the Series 2024B Bonds are not covered by a Liquidity Facility immediately after the Mode Change Date, the Bond Trustee shall receive from each

Rating Agency then rating the Series 2024B Bonds applicable ratings immediately following the Mode Change Date.

(viii) *Favorable Opinion of Bond Counsel:* The change from the Fixed Rate Mode shall not occur unless the Authority, the Bond Trustee, the Tender Agent, the Credit Facility Provider (if any), the Liquidity Facility Provider (if any), the Purchaser (if any) and the Remarketing Agent (if any) have received, on the Mode Change Date, a Favorable Opinion of Bond Counsel dated the Mode Change Date.

(ix) *Failure to Satisfy Conditions Precedent to Mode Change:* If the foregoing conditions have not been satisfied by the Mode Change Date, the New Mode shall not take effect for the Series 2024B Bonds proposed to be converted to a New Mode and such Series 2024B Bonds shall not be purchased on the proposed Mode Change Date. In such event, the Holders shall have the same rights as if no notice of change in Mode had been given. In such event, the Bond Trustee shall promptly give notice thereof to the owners of such Series 2024B Bonds by first class mail, postage prepaid. Such a failed change in Mode shall not constitute an Event of Default hereunder.

(x) *Revocation of Mode Change Notice:* The Borrower may revoke its election pursuant to Section 212(B)(4) to effect a Mode change by giving Written Notice of such revocation to the Authority, the Bond Trustee, the Tender Agent (if any), the Remarketing Agent (if any), the Liquidity Facility Provider (if any), the Credit Facility Provider (if any) and the Purchaser (if any), not less than three Business Days prior to the proposed Mode Change Date with the same effect as a failed conversion as described in Section 212(B)(4)(a)(ix) hereof.

(C) Additional Provisions Regarding Certain Bonds in Bank Rate Periods. Notwithstanding anything to the contrary in this Section 212,

(a) the requirements of Section 212(A)(1) do not apply to a change from a Bank Fixed Mode to a Bank Index Mode or a change from a Bank Index Mode to a Bank Fixed Mode for a Subsequent Bank Rate Period pursuant to Section 210(C) hereof;

(b) when converting Series 2024B Bonds to a Bank Fixed Mode or a Bank Index Mode, all, not a portion, of the Outstanding Series 2024B Bonds shall be so converted;

(c) when converting Series 2024B Bonds from a Bank Fixed Mode or a Bank Index Mode to one or more other Modes pursuant to Section 212(A) and/or Section 212(B), all, not a portion, of the Series 2024B Bonds in a Bank Fixed Mode or a Bank Index Mode, as applicable, shall be so converted; and

(d) when converting the Series 2024B Bonds from a Bank Fixed Mode or a Bank Index Mode, the Mode Change Date shall be a Business Day.

(D) Failure to Meet Conditions on Change from R-FLOATs Rate Mode. In the event that any condition to conversion from an R-FLOATs Rate Mode shall not have been satisfied as provided in Section 212(A) or otherwise under this Bond Indenture, then the Series 2024B Bonds shall bear interest at the R-FLOATs Weekly Rate and such Bonds shall continue to be subject to mandatory tender for purchase on the date which would have been the effective date of the conversion.

(E) Mode Changes Generally. In connection with any Mode change, the Bond Trustee shall identify the Series 2024B Bonds which are the subject thereof. Such identification may be through the designation of such Series 2024B Bonds, through the assignment of separate CUSIP numbers or otherwise as the Remarketing Agent informs the Bond Trustee are appropriate. In addition, upon any change in Mode, new Series 2024B Bonds shall be prepared by the Authority or Bond Counsel and delivered by the Bond Trustee to the holders of the Series 2024B Bonds, in the New Mode which shall identify the Mode then applicable to the Series 2024B Bonds and reflect the terms then applicable to such Series 2024B Bonds, all as provided in Section 215 hereof. Each holder of Series 2024B Bonds by its acceptance thereof shall be deemed to have agreed to surrender its Series 2024B Bonds which are being converted to a New Mode to the Bond Trustee in exchange for a form of Series 2024B Bond reflecting the New Mode. Any Series 2024B Bonds not so delivered shall be deemed to be no longer outstanding hereunder.

Section 213. Defaulted Interest. Defaulted Interest with respect to any Series 2024B Bond shall cease to be payable to the holder of such Series 2024B Bond on the relevant Record Date and shall be payable to the holder in whose name such Series 2024B Bond is registered at the close of business of the Bond Trustee on the Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Borrower shall notify the Bond Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Series 2024B Bond and the date of the proposed payment (which date shall be such as will enable the Bond Trustee to comply with the next sentence hereof), and at the same time the Borrower shall deposit with the Bond Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Bond Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the holders of the Series 2024B Bonds entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds the Bond Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Bond Trustee of the notice of the proposed payment. The Bond Trustee shall promptly notify the Borrower of such Special Record Date and, in the name and at the expense of the Borrower, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each holder of a Series 2024B Bond at the address of such holder as it appears on the registration books kept by the Bond Trustee not less than 10 days prior to such Special Record Date. Such Defaulted Interest shall be paid to the holders of the Series 2024B Bonds on which such Defaulted Interest is to be paid in whose names such Series 2024B Bonds are registered on such Special Record Date.

Section 214. Execution; Limited Obligation; No Liability of State. The Series 2024B Bonds shall be executed on behalf of the Authority with the manual or facsimile signature of its Chairman or Vice Chairman (or other officer of the Authority so authorized) and shall have impressed or imprinted thereon the official seal of the Authority or a facsimile thereof and shall be attested by the manual or facsimile signature of its Secretary or any Assistant Secretary. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any official whose signature or a facsimile of whose signature shall appear on the Series 2024B Bonds shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Series 2024B Bonds may be signed on behalf of the Authority by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the Authority, although on the date of the Series 2024B Bonds such persons were not so authorized or did not hold such offices.

The Series 2024B Bonds, together with all principal and interest thereon and premium, if any, with respect thereto, are special, limited obligations of the Authority secured by the Loan Agreement and the 2024-3 Master Indenture Obligation and shall always be payable solely from the revenues and income derived from the Loan Agreement and the 2024-3 Master Indenture Obligation (except to the extent paid out of moneys attributable to proceeds of the Series 2024B Bonds, the income from the temporary investment thereof or payments made pursuant to or derived from a mortgage or assignment of leases and rents or credit enhancement device), are and shall always be a valid claim of the owner thereof only against the revenues and income derived from the Loan Agreement and the 2024-3 Master Indenture Obligation, which revenues and income shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Series 2024B Bonds, except as may be otherwise expressly authorized in this Bond Indenture or the Bond Resolution and in the Loan Agreement.

The Series 2024B Bonds and the obligation to pay principal and interest thereon and any premium with respect thereto do not now and shall never constitute an indebtedness or an obligation of the State or any political subdivision thereof, within the purview of any constitutional or statutory limitation or provision, or a charge against the general credit or taxing powers, if any, of any of them, but shall be secured as aforesaid, and shall be payable solely from the revenues and income derived from the Loan Agreement and the 2024-3 Master Indenture Obligation. No owner of the Series 2024B Bonds shall have the right to compel the exercise of the taxing power, if any, of the State or any political subdivision thereof to pay any principal installment of, redemption premium, if any, or interest on the Series 2024B Bonds. The Authority does not have the power to levy taxes for any purposes whatsoever.

Section 215. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Indenture unless and until a certificate of authentication on such Bond substantially in the form set forth in **EXHIBIT A** shall have been duly executed by the Bond Trustee, and such executed certificate of the Bond Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Indenture. The Bond Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if manually signed by an authorized signatory of the Bond Trustee, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Series 2024B Bonds issued hereunder.

Section 216. Form of Bonds and Temporary Bonds. The Series 2024B Bonds issued under this Bond Indenture shall be substantially in the form set forth in **EXHIBIT A** with such appropriate variations, omissions and insertions as are permitted or required by this Bond Indenture or deemed necessary by the Bond Trustee and the Authority; provided, however, that the Series 2024B Bonds may be modified in such manner as is approved by the Authority for the purpose of reflecting the provision of a Credit Facility or a Liquidity Facility in accordance with the terms hereof. Following the conversion of any Series 2024B Bond to a New Mode, the Bond Trustee shall be provided by either the Authority or Bond Counsel with an appropriately revised form of such Series 2024B Bond, if necessary, to reflect the New Mode which may include a reference to the New Mode in the designation of such Series 2024B Bond, the deletion of provisions of the form of the Series 2024B Bond set forth in **EXHIBIT A** hereto which shall be of no further force in the New Mode, the addition of a description of the New Mode, the terms upon which the Series 2024B Bond in the New Mode may or is required to be redeemed or tendered for purchase, any additional security which is provided in the New Mode and such other changes which the Bond Counsel determines are necessary or appropriate in the circumstances.

Bonds may be initially issued in temporary form exchangeable for definitive Bonds of the same series when ready for delivery. The temporary Bonds shall be of such denomination or denominations as may be determined by the Authority and may contain such reference to any of the provisions of this Bond Indenture as may be appropriate. Every temporary Bond shall be executed by the Authority and be authenticated by the Bond Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Authority issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered for cancellation in exchange therefor at the designated corporate trust office of the Bond Trustee, and the Bond Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of the same series and maturity of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Bond Indenture as definitive Bonds authenticated and delivered hereunder.

Each Series 2024B Bond shall bear a validation certificate in substantially the form set forth in the form of the Series 2024B Bonds attached hereto as **EXHIBIT A**. The validation certificate to be attached to the Series 2024B Bonds shall be executed by the manual or facsimile signature of the Clerk or Deputy Clerk of the Superior Court of Whitfield County and the official seal of such Court shall be impressed or imprinted thereon.

Section 217. Delivery of Bonds. Upon the execution and delivery of this Bond Indenture, the Authority shall execute and deliver to the Bond Trustee and the Bond Trustee shall authenticate the Series 2024B Bonds to be issued in the aggregate principal amount of \$74,625,000 and deliver such Bonds to the respective purchasers as may be directed by the Authority, as hereinafter in this Section 216 provided.

Prior to the delivery by the Bond Trustee of any of the Series 2024B Bonds there shall be filed with or delivered to the Bond Trustee and the Authority:

(a) a copy, duly certified by the Chairman, Vice Chairman, Secretary or Assistant Secretary of the Authority or such other officer as the Authority may designate, of the Bond Resolution;

(b) a copy, duly certified by the Secretary or an Assistant Secretary of the Borrower, of the resolutions adopted and approved by the Governing Body of the Borrower, authorizing the execution and delivery of the 2024-3 Master Indenture Obligation, Supplement No. 14, Loan Agreement, Tax and Non-Arbitrage Certificate and Agreement as to Certain Matters of the Borrower, Restated Master Indenture, and Purchase Contract by the Borrower and approving this Bond Indenture and the issuance and sale of the Series 2024B Bonds;

(c) the original executed and authenticated 2024-3 Master Indenture Obligation;

(d) an original executed counterpart of this Bond Indenture, Supplement No. 14, the Loan Agreement, the Tax Certificate and Agreements, the Original Master Indenture, the Restated Master Indenture and the Purchase Contract;

(e) a request and authorization to the Bond Trustee on behalf of the Authority and signed by its Chairman, Vice Chairman, Secretary, Assistant Secretary or Treasurer or such other officer as the Authority may designate to authenticate and deliver the Series 2024B Bonds in an aggregate principal amount of \$74,625,000 to the purchasers therein identified upon payment to the Bond Trustee, but for the account of the Authority, of the net proceeds from the sale of the Series 2024B Bonds. Upon payment of the net proceeds to the Bond Trustee, the Bond Trustee shall deposit the proceeds pursuant to Article 301 hereof;

(f) the Opinion of Bond Counsel addressed to the Bond Trustee, among others, approving the validity of the Series 2024B Bonds and confirming the exclusion from gross income of interest on the Series 2024B Bonds, subject to customary qualifications and assumptions;

(g) an opinion of Counsel to the Borrower, addressed to the Bond Trustee, among others, to the effect that (A) the 2024-3 Master Indenture Obligation and the Loan Agreement are valid and binding obligations of the Borrower, (B) the 2024-3 Master Indenture Obligation constitutes a "Master Indenture Obligation" under the Master Indenture, and (C) the Original Master Indenture and the Restated Master Indenture are valid and binding obligations of the Obligated Group, subject to customary exceptions and assumptions; and

(h) such other closing documents and opinions of counsel as the Bond Trustee or the Authority may reasonably specify.

Section 218. Mutilated, Lost, Stolen or Destroyed Bonds. In the event a temporary or definitive Bond is mutilated, lost, stolen or destroyed, the Authority may execute and the Bond Trustee may authenticate a new Bond of like form, date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bond Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Authority and the Bond Trustee evidence of such loss, theft or destruction satisfactory to the Authority and the Bond Trustee, together with

indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Authority may pay the same without surrender thereof. The Authority and the Bond Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection.

Section 219. Transfer and Exchange of Bonds; Persons Treated as Owners. The Authority shall cause the Bond Register to be kept by the Bond Trustee at its designated corporate trust office. At reasonable times and under reasonable regulations established by the Bond Trustee, the Bond Register may be inspected and copied by the Authority.

Upon surrender for transfer of any Bond at the designated corporate trust office of the Bond Trustee, the Authority shall execute and the Bond Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity and of authorized denominations for the aggregate principal amount which the registered owner is entitled to receive. Any Bond or Bonds may be exchanged at said office of the Bond Trustee for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Authority of any Bond shall constitute full and due authorization of such Bond, and the Bond Trustee shall thereby be authorized to authenticate, date and deliver such Bond.

On each date on which the Bond Trustee authenticates and delivers a Bond, it shall complete the information required to be inserted by the form of Bond and shall keep a record of such information.

All Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Bond Trustee, duly executed by the registered owner or by such owner's duly authorized attorney. The transferor shall also provide or cause to be provided to the Bond Trustee all information necessary to allow the Bond Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Bond Trustee may conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

No service charge shall be imposed upon the owner for any exchange or transfer of Bonds. The Authority and the Bond Trustee may, however, require payment by the person requesting an exchange or transfer of Bonds of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

The Authority and the Bond Trustee shall not be required to register the transfer or exchange of any Bond (i) after notice calling such Bond or portion thereof for redemption has been given in accordance with the provisions of this Bond Indenture or (ii) during the 15 day period next preceding the giving of a notice of redemption of the Series 2024B Bonds of the same maturity.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the Authority, evidencing the same debt as the Series 2024B Bonds surrendered, shall be secured by

this Bond Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

The Authority and the Bond Trustee may treat the registered owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary. All payments of or on account of the principal of and premium, if any, and interest on any such Bond as herein provided shall be made only to or upon the written order of the registered owner thereof or such owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond surrendered for the purpose of payment or retirement or for exchange or transfer or for replacement pursuant to Section 218 hereof, shall be canceled upon surrender thereof to the Bond Trustee or any Paying Agent. Any such Bonds canceled by any Paying Agent other than the Bond Trustee shall be promptly transmitted by such Paying Agent to the Bond Trustee. Certification of Bonds canceled by the Bond Trustee and Bonds canceled by a Paying Agent other than the Bond Trustee which are transmitted to the Bond Trustee shall be made to the Authority and to the Borrower upon their written request. Canceled Bonds may be disposed of by the Bond Trustee pursuant to its retention policy then in effect unless written instructions to the contrary are received from the Authority or the Borrower.

At such time as the Series 2024B Bonds are in the Bank Index Mode or the Bank Fixed Mode, the transfer of the Series 2024B Bonds is restricted and the Purchaser shall not transfer the Series 2024B Bonds unless either (i) there is delivered to the Borrower, the Authority, the Bond Trustee and the Purchaser a purchaser letter in the form substantially similar to the form attached hereto as **EXHIBIT B** or (ii) the transferee is a "Qualified Institutional Buyer" as such term is defined under Rule 144A of the Securities and Exchange Commission, as promulgated under the Securities Act of 1933, as amended. In addition, if the Borrower is making payments directly to the Purchaser as provided for in Sections 203 and 402 hereof, if any Bonds are sold or transferred, the transferring Bondholder shall notify the Bond Trustee in writing of the name and address of the transferee, the effective date of the transfer, the principal amount of the Series 2024B Bonds transferred and the payment information notated on the Series 2024B Bonds, and the Bond Trustee will, prior to delivery of such Bonds, make a notation on such Bonds of the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof. The Bond Trustee shall have no duty or obligation to confirm that any such transfer restrictions are complied with and shall be fully protected in relying on the terms of this Section or any purchaser letter delivered to it in accordance herewith if so delivered.

Section 220. Book Entry Only System. It is intended that the Series 2024B Bonds be registered so as to participate in a securities depository system with DTC (the "**DTC System**"), as set forth herein. The Series 2024B Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Series 2024B Bonds. Upon initial issuance, the ownership of such Bond shall be registered on the Bond Register in the name of Cede & Co., or any successor thereto, as nominee for DTC. The Authority and the Bond Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Representation Letter previously delivered by the Authority to DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Authority, the Bond Trustee and the Borrower shall have no responsibility or obligation to any broker dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker dealer, bank or other financial institution being referred to herein as a “**Depository Participant**”) or to any person on behalf of whom such a Depository Participant holds an interest in the Series 2024B Bonds (each such person being herein referred to as an “**Indirect Participant**”). Without limiting the immediately preceding sentence, the Authority, the Bond Trustee and the Borrower shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the Series 2024B Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Series 2024B Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2024B Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond certificate with respect to any Bond. Upon delivery by DTC to the Bond Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest by the mailing of checks or drafts to the registered owners of Bonds at the close of business on the Record Date applicable to any Interest Payment Date, the name “Cede & Co.” in this Bond Indenture shall refer to such new nominee of DTC.

Section 221. Successor Securities Depository; Transfers Outside Book Entry Only System. In the event that (a) DTC gives notice to the Bond Trustee or the Authority of its intention to discontinue providing its book entry system for the Series 2024B Bonds or (b) it is determined that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or (c) the Borrower or the Authority determines that it is in the best interests of the beneficial owners of the Series 2024B Bonds that they be able to obtain certificated Bonds, the Authority, at the direction of the Borrower, shall request that DTC resign as security depository, unless DTC has given notice of its intent to resign as securities depository for the Series 2024B Bonds, and shall also (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (ii) notify DTC of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC Participants having Bonds credited to their DTC accounts. In such event, the Series 2024B Bonds shall no longer be restricted to being registered on the Bond Register in the name of Cede & Co., as nominee of DTC but may be registered in the name of the successor security depository, or its nominee, or in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. In connection with any proposed transfer outside the book-entry system, the Authority, the Borrower or DTC shall provide or cause to be provided to the Bond Trustee all information necessary to allow the Bond Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Bond Trustee may conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 222. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Bond Indenture to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter. The Bond Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Bond Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants, but neither the Bond Trustee nor the Authority shall be liable if the Bond Trustee fails to make such request or if DTC or Cede & Co. fails to honor such request.

ARTICLE III

APPLICATION OF BOND PROCEEDS AND REQUIRED FUND DEPOSITS

Section 301. Deposit of Funds. The Underwriters shall purchase the Series 2024B Bonds on the Closing Date for a purchase price of \$81,688,478.12 (the “**Sale Proceeds**”) representing the face amount of the Series 2024B Bonds (\$74,625,000.00) plus original issue premium (\$7,340,384.65) less an underwriting discount (\$276,906.53). On the Closing Date, the Authority, for and on behalf of the Borrower, shall cause the Sale Proceeds to be deposited with the Bond Trustee, and the Bond Trustee agrees to deposit and apply the Sale Proceeds as follows:

- (a) \$381,091.94 of the Sale Proceeds shall be deposited in the Costs of Issuance Fund established under Section 302 hereof to be disbursed in accordance with such Section;
- (b) \$52,896,406.58 of the Sale Proceeds shall be deposited in the escrow fund created pursuant to 2012C Escrow Deposit Agreement;
- (c) \$25,428,254.76 of the Sale Proceeds shall be deposited in the escrow fund created pursuant to 2022 Escrow Deposit Agreement; and
- (d) \$2,982,724.84 of the Sale Proceeds shall be deposited in a trust fund created pursuant to this Section by the Authority and established with the Bond Trustee designated the “*Transfer Fund - Hamilton Health Care System, Inc – Series 2024B*” (the “**Transfer Fund**”). On the Closing Date, the Bond Trustee shall transfer the funds on deposit in the Transfer Fund to the Series 2012B Bond Trustee for payment of the outstanding principal amount of (\$2,970,000.00) and accrued interest on the Series 2012B Bonds (\$12,724.84) on such date. After such transfer, the Bond Trustee shall close the Transfer Fund.

Section 302. Costs of Issuance Fund. The Authority shall establish with the Bond Trustee a separate account to be known as the “*Costs of Issuance Fund — Hamilton Health Care System, Inc. — Series 2024B*” (the “**Costs of Issuance Fund**”). An initial deposit to the credit of the Costs of Issuance Fund is to be made in accordance with the closing flow of fund memorandum of the Borrower. Amounts on deposit in the Costs of Issuance Fund shall be disbursed to pay (or reimburse the Borrower for) the expenses for any recording, trustee’s and depository’s fees and expenses, accounting and legal fees, financing costs (including costs of acquiring investments for the funds and escrows), and other fees and expenses incurred or to be incurred by or on behalf of

the Borrower in connection with or incident to the issuance and sale of the Series 2024B Bonds upon receipt by the Bond Trustee of a requisition for payment substantially in the form attached to the Loan Agreement as **Exhibit A** executed by an Authorized Borrower Representative. Upon written direction from the Borrower, the Bond Trustee shall transfer any moneys remaining in the Costs of Issuance Fund to the Interest Fund within six months after the Closing Date and shall promptly thereafter close the Costs of Issuance Fund; provided, however that if the Borrower has not provided such written direction by the date that is six months after the Closing Date, the Bond Trustee shall make such transfer without such written direction.

ARTICLE IV

REVENUES AND FUNDS

Section 401. Source of Payment of Bonds. The Series 2024B Bonds herein authorized and all payments to be made by the Authority thereon and into the various funds established under this Bond Indenture are not general obligations of the Authority but are special, limited obligations payable solely from (i) payments or prepayments upon the 2024-3 Master Indenture Obligation, (ii) payments or prepayments under the Loan Agreement pledged hereunder (other than Unassigned Rights), (iii) certain moneys and investments held by the Bond Trustee hereunder, (iv) in certain circumstances herein provided, proceeds from insurance and condemnation awards or sales consummated under threat of condemnation and (v) the proceeds of draws on the Credit Facility, if any.

Section 402. Revenue Fund.

(a) The Authority shall establish with the Bond Trustee and maintain so long as any of the Series 2024B Bonds are outstanding a separate account to be known as the “*Revenue Fund — Hamilton Health Care System, Inc. — Series 2024B*” (the “**Revenue Fund**”). All payments upon the 2024-3 Master Indenture Obligation and all payments under the Loan Agreement (other than payments made in connection with the Unassigned Rights), as and when received by the Bond Trustee, shall be deposited in the Revenue Fund and shall be held therein until disbursed as herein provided. Pursuant to the assignment and pledge set forth in the granting clauses contained herein, the Authority will direct the Borrower to make payments upon the Loan, and the Borrower to make payments on the 2024-3 Master Indenture Obligation, directly to the Bond Trustee when and as the same become due and payable by the Borrower under the terms of the Loan Agreement

(b) All payments on the Eligible Bonds in an Eligible Moneys Mode covered by a Credit Facility shall be made first from draws on the Credit Facility which shall be deposited directly in the LOC Interest Account of the Interest Fund, the LOC Principal Account of the Bond Sinking Fund or the LOC Redemption Account of the Redemption Fund, as the case may be. Principal of, premium, if any, and interest on Non-Eligible Bonds may be paid from moneys other than Eligible Moneys. The Bond Trustee is hereby instructed to draw amounts under the Credit Facility, if any, at such times hereinafter set forth and pursuant to draw requests submitted at such times so as to assure that Eligible Moneys will be available to make when due all payments of principal of and interest on the Eligible Bonds in an Eligible Moneys Mode covered by the Credit Facility. The

foregoing notwithstanding, payments on the 2024-3 Master Indenture Obligation to be applied to pay interest on, principal of or the redemption price of Non-Eligible Bonds shall be transferred when received to the Interest Fund, Bond Sinking Fund or Redemption Fund, respectively, provided that no such payments shall be deposited in the LOC Interest Account of the Interest Fund, the LOC Principal Account of the Bond Sinking Fund or the LOC Redemption Account of the Redemption Fund.

(c) Notwithstanding anything in this Bond Indenture to the contrary, the payment of principal, premium, if any, and interest on Bonds in a Bank Rate Period shall be payable by the Borrower to the Purchaser in the manner agreed to in writing by the Borrower and Purchaser and acknowledged by the Bond Trustee, including but not limited to payments made by the Borrower directly to the Purchaser. Unless notified in writing to the contrary by the Purchaser and the Borrower, during a Bank Rate Period and any extension thereof related to the Purchaser’s exercise of its Right to Retain in accordance with Section 210(C) hereof, all payments due from or on behalf of the Borrower attributable to regularly scheduled payments of principal of (including the mandatory redemptions specified in Section 502 hereof) and interest on the Series 2024B Bonds shall be paid directly by the Borrower to the Purchaser without any action on the part of the Bond Trustee. During any Bank Rate Period when the Borrower and the Purchaser have agreed that payments on the Series 2024B Bonds shall be made by the Borrower directly to the Purchaser, (i) the Purchaser shall notify the Bond Trustee in writing of any failure of the Borrower to make any payment of principal of or interest on the Series 2024B Bonds when due, and the Bond Trustee shall not be deemed to have any notice of such failure unless it has received such notice in writing, and (ii) if any Series 2024B Bonds are sold or transferred by the Purchaser, the Purchaser shall notify the Bond Trustee and the Borrower in writing of the name and address of the transferee, the effective date of such transfer, the principal amount of the Series 2024B Bonds so transferred and the payment information notated on the Series 2024B Bonds as hereinafter described, and it will, prior to delivery of such Series 2024B Bonds, make a notation on such Bonds of the date to which interest has been paid thereon and the amount of any prepayments made on account of the principal thereof. The Bond Trustee shall have no duty or obligation to confirm that any such transfer restrictions are complied with.

Section 403. Interest Fund. The Authority shall establish with the Bond Trustee and maintain so long as any of the Series 2024B Bonds are outstanding a separate account to be known as the “*Interest Fund — Hamilton Health Care System, Inc. — Series 2024B*” (the “**Interest Fund**”). Except for income thereon which is to be transferred to other funds under this Bond Indenture or to the Rebate Fund, and except as provided in Section 707, moneys on deposit in the Interest Fund may be used only for the purpose of paying the interest on the Series 2024B Bonds as the same becomes due and payable (including accrued interest on any Series 2024B Bonds purchased or redeemed prior to maturity pursuant to this Bond Indenture) or for the reimbursement of a Credit Facility Provider for a draw on its Credit Facility for the payment of interest on the Series 2024B Bonds. When a Credit Facility is in effect for the Series 2024B Bonds, the Bond Trustee shall also establish and maintain a separate and segregated account in the Interest Fund designated the “*LOC Interest Account - Hamilton Health Care System, Inc. - Series 2024B*” (the “**LOC Interest Account**”).

With respect only to Series 2024B Bonds in an Eligible Moneys Mode covered by a Credit Facility, the Bond Trustee shall take such actions as are necessary to receive funds under the Credit Facility on each Interest Payment Date in an amount equal to the amount of interest due and payable on the Eligible Bonds covered by the Credit Facility on such Interest Payment Date. All proceeds of such interest drawings drawn under the Credit Facility received in connection with the scheduled payment of interest on such Series 2024B Bonds or the acceleration of such Series 2024B Bonds prior to maturity shall be deposited in the LOC Interest Account and shall be held by the Bond Trustee as agent and bailee for the sole benefit and security of the owners of such Eligible Bonds and until applied as herein provided.

On each Interest Payment Date, the Bond Trustee shall deposit in the Interest Fund from the Revenue Fund moneys in an amount which, together with the amounts already on deposit therein and available to make such payment of interest payable on such date, including proceeds of a draw on the Credit Facility deposited in the LOC Interest Account as set forth above, is not less than the interest becoming due on the Series 2024B Bonds on such date.

With respect to Series 2024B Bonds in an Eligible Moneys Mode covered by a Credit Facility, payments of interest on the Eligible Bonds covered by the Credit Facility (other than interest payable on Series 2024B Bonds to be paid out of the Redemption Fund as described in Section 405 hereof) shall be made, to the extent available, from Eligible Moneys on deposit in the LOC Interest Account of the Interest Fund. Interest on Non-Eligible Bonds shall be paid from amounts deposited in the Interest Fund (other than in the LOC Interest Account thereof) which represent payments by the Borrower on the Master Note.

With respect to Series 2024B Bonds in any Mode other than an Eligible Moneys Mode that is covered by a Credit Facility payments of interest on the Series 2024B Bonds (other than interest payable on Series 2024B Bonds to be paid out of the Redemption Fund as described in Section 405 hereof) shall be made, to the extent available, from moneys on deposit in the Interest Fund which represent payments by the Borrower on the Master Note.

On or before the Business Day next preceding each Interest Payment Date for a Series 2024B Bond bearing interest during the Commercial Paper Mode, Indexed Mode, Daily Mode, Weekly Mode, Bank Fixed Mode, Bank Index Mode, Term Rate Mode and R-FLOATs Rate Mode, the Bond Trustee shall notify the Borrower of an amount due pursuant to Section 7.2(a) of the Loan Agreement which amount shall be not less than the amount of interest coming due on such Series 2024B Bond on such Interest Payment Date. At the time of such notice, if the interest rate for all Interest Periods in the Interest Payment Period ending on such Interest Payment Date has not yet been determined, the Bond Trustee shall use an assumed interest rate of the Maximum Rate for Series 2024B Bonds bearing interest in such a Mode for the number of days during such period that such interest rate is not yet available.

Subject to the provisions of the last paragraph of Section 402 hereof, if sufficient funds to make the transfers described in this Section are not available in the Interest Fund on the Interest Payment Date, as hereinabove provided, the Bond Trustee will give Immediate Notice thereof to the Borrower and the Purchaser (if any), promptly confirmed in writing.

In connection with any partial redemption or defeasance prior to maturity of the Series 2024B Bonds, the Bond Trustee may, at the written request of the Borrower, use any amounts on deposit in the Interest Fund in excess of the amount needed to pay the interest on the Series 2024B Bonds remaining outstanding on the first Interest Payment Date occurring on or after the date of such redemption or defeasance to pay or provide for the payment of the principal of and interest on the Series 2024B Bonds to be redeemed or defeased.

Section 404. Bond Sinking Fund. Subject to the provisions of the last paragraph of Section 402 hereof, the Authority shall establish with the Bond Trustee and maintain so long as any of the Series 2024B Bonds are outstanding a separate account to be known as the “*Bond Sinking Fund - Hamilton Health Care System, Inc. - Series 2024B*” (herein called the “*Bond Sinking Fund*”). Except for income thereon which is to be transferred to other funds under this Bond Indenture in accordance with Section 408 or to the Rebate Fund, and except as provided in Section 707, moneys on deposit in the Bond Sinking Fund may be used only for the purpose of paying the principal of the Series 2024B Bonds as the same becomes due and payable or for the reimbursement of a Credit Facility Provider for a draw on its Credit Facility for the payment of principal of the Series 2024B Bonds. When a Credit Facility is in effect for the Series 2024B Bonds, the Bond Trustee shall also establish a separate account within the Bond Sinking Fund to be known as the “*LOC Principal Account - Hamilton Health Care System, Inc. - Series 2024B*” (the “*LOC Principal Account*”).

With respect only to Series 2024B Bonds in any Eligible Moneys Mode covered by a Credit Facility, the Bond Trustee shall take such actions as are necessary to receive funds under the Credit Facility on each August 15 in an amount equal to the amount of principal due and payable on such dates on the Eligible Bonds covered by the Credit Facility. All proceeds of drafts drawn under the Credit Facility to pay the principal of such Series 2024B Bonds shall be deposited in the LOC Principal Account and shall be held by the Bond Trustee as agent and bailee for the sole benefit and security of the owners of such Eligible Bonds until applied as provided herein.

On each August 15 specified in the immediately preceding paragraph, after making the deposit required by Section 403 hereof, the Bond Trustee shall deposit in the Bond Sinking Fund from the Revenue Fund moneys in an amount which, together with any moneys already on deposit in the Bond Sinking Fund and available to make such payment of principal payable on such date, including proceeds of a draw on the Credit Facility deposited in the LOC Principal Account as set forth above, is not less than the principal becoming due on the Series 2024B Bonds on such dates.

Subject to the provisions of the last paragraph of Section 402 hereof, if sufficient funds to make the transfers described in this Section are not available in the Bond Sinking Fund on any date that principal is due and payable on the Series 2024B Bonds, as hereinabove provided, the Bond Trustee will give Immediate Notice thereof to the Borrower and the Purchaser (if any), promptly confirmed in writing.

With respect to Series 2024B Bonds in any Eligible Moneys Mode covered by a Credit Facility, payments of principal on the Eligible Bonds that are covered by the Credit Facility shall be made, to the extent available, from Eligible Moneys on deposit in the LOC Principal Account. The principal of Non-Eligible Bonds shall be paid from amounts deposited in the Bond Sinking

Fund (other than in the LOC Principal Account) which represent payments by the Borrower on the Master Note.

With respect to Series 2024B Bonds in any Mode other than an Eligible Moneys Mode covered by a Credit Facility, moneys on deposit in the Bond Sinking Fund, other than income earned thereon which is to be transferred to other funds created hereunder or to the Rebate Fund and except as otherwise provided by Section 707 hereof, shall be applied by the Bond Trustee to pay principal on the Series 2024B Bonds in such Modes as it becomes due and to redeem the Series 2024B Bonds in such Modes in accordance with the mandatory Bond Sinking Fund redemption schedule provided for in Section 502 hereof.

In connection with any partial redemption or defeasance prior to maturity of the Series 2024B Bonds, the Bond Trustee may, at the written request of the Borrower, use any amounts on deposit in the Bond Sinking Fund in excess of the amount needed to pay principal on the Series 2024B Bonds remaining outstanding on the first principal or mandatory sinking fund payment date occurring on or after the date of such redemption or defeasance to pay or provide for the payment the principal of and interest on the Series 2024B Bonds to be redeemed or defeased.

Section 405. Optional Redemption Fund. The Authority shall establish with the Bond Trustee and maintain so long as any of the Series 2024B Bonds are outstanding a separate account to be known as the “*Optional Redemption Fund — Hamilton Health Care System, Inc. — Series 2024B*” (the “*Optional Redemption Fund*”). When a Credit Facility is in effect for the Series 2024B Bonds, the Bond Trustee shall also establish a separate account within the Redemption Fund to be known as the “*LOC Redemption Account — Hamilton Health Care System, Inc. - Series 2024B*” (the “*LOC Redemption Account*”). In the event of (i) prepayment by or on behalf of the Borrower or any other Member of amounts payable under the Loan Agreement or on the Master Note, including prepayment with condemnation or insurance proceeds or proceeds of a sale consummated under threat of condemnation, or (ii) deposit with the Bond Trustee by the Borrower, any other Member or the Authority of moneys from any other source for redeeming Series 2024B Bonds or the purchase of Series 2024B Bonds for cancellation, except as otherwise provided in this Bond Indenture, such moneys shall be deposited in the Redemption Fund. Moneys on deposit in the Redemption Fund shall be used first, to make up any deficiencies existing in the Interest Fund and the Bond Sinking Fund (in the order listed) and second, for the redemption or purchase of Series 2024B Bonds in accordance with the provisions of Article V hereof; provided, however, that with respect to Series 2024B Bonds in any Eligible Moneys Mode that are covered by a Credit Facility, the Bond Trustee shall redeem the Series 2024B Bonds to be redeemed in accordance with the following paragraph and any funds remaining on deposit in the Redemption Fund (exclusive of the LOC Redemption Account) on any date on which Series 2024B Bonds are optionally redeemed, after payment in full of the redemption price of all Series 2024B Bonds redeemed on such date from amounts on deposit in the LOC Redemption Account of the Redemption Fund, shall be transferred by the Bond Trustee to the Credit Facility Provider, but not in excess of the amount necessary to reimburse the Credit Facility Provider for the draw made on the Credit Facility on such date to pay such redemption price.

The Bond Trustee shall with respect only to Series 2024B Bonds in any Eligible Moneys Mode that are covered by a Credit Facility that are to be optionally redeemed in accordance with Section 501 hereof take such actions as are necessary to receive funds under the Credit Facility on

each such day (i) an amount which is equal to the principal amount of the Eligible Bonds that are covered by the Credit Facility to be so redeemed and (ii) an amount equal to the amount of interest due and owing on the Eligible Bonds that are covered by the Credit Facility to be so redeemed to the Redemption Date. All proceeds of drawings under the Credit Facility to make timely redemption or maturity payments (including payments of interest accruing on such Series 2024B Bonds to the redemption date) shall be deposited in the LOC Redemption Account and shall be held by the Bond Trustee as agent and bailee for the sole benefit and security of the owners of such Eligible Bonds until applied as provided herein. With respect to Series 2024B Bonds in any Eligible Moneys Mode covered by a Credit Facility, payments of the redemption price of Eligible Bonds that are covered by the Credit Facility to be redeemed pursuant to Section 501 hereof (including interest accrued on such Series 2024B Bonds to the redemption date) shall be made, to the extent available, from Eligible Moneys on deposit in the LOC Redemption Account. The redemption price of Series 2024B Bonds in any Mode other than an Eligible Moneys Mode covered by a Credit Facility and Non-Eligible Bonds (including interest accrued on such Series 2024B Bonds to the Redemption Date) shall be paid from amounts deposited in the Redemption Fund (other than the LOC Redemption Account) which represent prepayments by the Borrower on the Master Note.

Section 406. Investment of Funds. (a) Upon a Written Request of the Borrower filed with the Bond Trustee, moneys in the Revenue Fund, the Interest Fund, the Bond Sinking Fund, and the Redemption Fund shall remain invested, to the extent possible, at all times until the moneys therein are required to be used and shall be invested in Qualified Investments maturing not later than the date needed under the terms of this Bond Indenture; provided, however, that moneys in the Redemption Fund, LOC Interest Account and LOC Principal Account may only be invested in U.S. Government Obligations maturing within the lesser of 30 days or the period of time as such moneys shall be needed. The Bond Trustee may conclusively rely upon a Written Request of the Borrower as to both the suitability and legality of the directed investments, and such Written Request shall be deemed to be a certification that such directed investments constitute Qualified Investments. If the Borrower fails to file such a Written Request with the Bond Trustee, the Bond Trustee shall hold the amounts in the accounts hereunder uninvested in cash, with no liability for interest and shall not be liable or responsible for keeping the moneys held by it hereunder fully invested in Qualified Investments. The Bond Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. Such investments shall be made so as to mature on or prior to the date or dates that moneys therefrom are anticipated to be required. The Bond Trustee may trade with itself in the purchase and sale of Qualified Investments and may invest moneys in its own certificates of deposit (subject to the requirements of the Tax Certificate and Agreements pertaining to investments of proceeds of the Series 2024B Bonds in certificates of deposit) or time deposits. The Bond Trustee shall not be liable or responsible for any loss, fee, tax or other charge resulting from any such investments or reinvestments made in accordance with any Written Request provided to it by the Borrower.

The Bond Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with the moneys representing income or principal payments due on, or sales proceed due in respect of, Qualified Investments in such funds and accounts, or to credit to Qualified Investments intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions.

By its execution of the Loan Agreement, the Borrower acknowledges that the legal obligation to pay the purchase price of Qualified Investments arises immediately at the time of the purchase. Notwithstanding anything else in this Bond Indenture, (i) any such crediting of funds or assets shall be provisional in nature, and the Bond Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Bond Indenture shall constitute a waiver of any of the Bond Trustee's rights as a securities intermediary under Uniform Commercial Code §9-206.

(a) Moneys in the Purchase Fund shall be held and invested as set forth in Section 510(A) hereof.

(b) All income in excess of the requirements of the Funds specified in subsections (a) and (b) of this Section derived from the investment of moneys on deposit in any such funds shall be deposited in the following funds, in the order listed:

(i) the Interest Fund to the extent of the amount which the Bond Trustee estimates will be required to be deposited therein within 13 months of the date of deposit to pay interest on the Series 2024B Bonds;

(ii) the Bond Sinking Fund to the extent of the amount required to be deposited therein on the next scheduled Maturity or mandatory redemption date(s) if one or more is scheduled within 13 months of the date of deposit; and

(iii) the balance, if any, in the Redemption Fund.

(c) Although the Authority and the Borrower each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Authority and the Borrower hereby agree that confirmations of Qualified Investments are not required to be issued by the Bond Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 407. Trust Funds. All moneys received by the Bond Trustee under the provisions of this Bond Indenture shall, except as provided in Section 408 hereof, be trust funds under the terms hereof for the benefit of all Series 2024B Bonds outstanding hereunder (except as provided in Section 510 hereof and as otherwise provided herein) and shall not be subject to lien or attachment of any creditor of the Authority, the Borrower, any Benefited Affiliate or any other Member. Such moneys shall be held in trust and applied in accordance with the provisions of this Bond Indenture.

Section 408. Rebate Fund.

The Authority shall establish with the Bond Trustee and maintain so long as any of the Series 2024B Bonds are outstanding a separate account to be known as the "*Rebate Fund — Hamilton Health Care System, Inc. — Series 2024B*" (the "**Rebate Fund**"). The foregoing provisions of this Article IV notwithstanding, (a) the Rebate Fund shall not be considered a part of the "trust estate" created by this Bond Indenture and (b) the Bond Trustee shall be permitted to transfer moneys on deposit in any of the trust funds established under this Article IV to the Rebate

Fund in accordance with the provisions hereof and in the Tax Certificate and Agreements. The Trustee has no duty or obligation to confirm that any such requested disbursements comply with the requirements of the Tax Certificate and Agreements. Amounts in the Rebate Fund may be invested at the written direction of the Borrower without regard to yield.

Section 409. Application of Moneys to Pay Bonds. The foregoing provisions of this Article IV notwithstanding (other than the provisions of the last paragraph of Section 402 hereof), the Bond Trustee will pay when due the principal of and interest on the Series 2024B Bonds from the following sources, in the order listed:

(i) with respect only to Eligible Bonds in any Eligible Moneys Mode covered by a Credit Facility, Eligible Moneys drawn under the Credit Facility if the Credit Facility is a direct draw letter of credit;

(ii) with respect only to Eligible Bonds in any Eligible Moneys Mode covered by a Credit Facility, any other Eligible Moneys; and

(iii) with respect to all Series 2024B Bonds, other moneys paid to the Bond Trustee by the Borrower, any Benefited Affiliate or any other Member of the Obligated Group.

The Bond Trustee shall maintain a record of the total amount from time to time on deposit in all accounts of each of the funds which constitute deposits therein from moneys of the Borrower, any Benefited Affiliate or any other Member of the Obligated Group and the date of each such deposit; any such amount being hereinafter sometimes referred to as the "Obligated Group Deposit" in the respective funds. Non-Eligible Bonds shall be paid first from Obligated Group Deposits and shall not be paid from a Credit Facility.

In no event shall any moneys other than Eligible Moneys be used with respect to Series 2024B Bonds in any Eligible Moneys Mode covered by a Credit Facility to pay the principal of or interest on the Series 2024B Bonds if Eligible Moneys are available for such payment or can be drawn under the Credit Facility and applied to make such payment. If any Credit Facility or Substitute Credit Facility provided pursuant to Section 9.5 of the Loan Agreement is not a direct draw letter of credit, this Bond Indenture shall be amended, pursuant to the provisions of Section 901(i) hereof, so as to assure that such Eligible Moneys will be available if timely payments are made in accordance with the Master Note.

Section 410. Draws Under the Credit Facility; Demand for Payment from the Borrower. With regard to Series 2024B Bonds in any Eligible Moneys Mode covered by a Credit Facility, the Bond Trustee hereby agrees to take such actions as are necessary to draw moneys under the Credit Facility in accordance with the terms thereof and the amounts available thereunder to make timely payments of: (a) principal on such Series 2024B Bonds by depositing in the LOC Principal Account in the Bond Sinking Fund the moneys required by Section 404 hereof; (b) interest on such Series 2024B Bonds by depositing in the LOC Interest Account in the Interest Fund the moneys required by Section 403 hereof; and (c) the Redemption Price (whether regularly scheduled, by acceleration or otherwise) of such Series 2024B Bonds (including interest accruing on such Series 2024B Bonds to the date fixed for redemption) to be redeemed other than at maturity, by depositing

in the LOC Redemption Account in the Redemption Fund the moneys required by Section 405 hereof. Notwithstanding any provision to the contrary, the Bond Trustee shall not draw any moneys under the Credit Facility to make timely payments on any Series 2024B Bonds that are Non-Eligible Bonds.

Except for redemptions pursuant to Section 502 hereof, the Bond Trustee hereby agrees that it will not under any circumstance request that the Credit Facility Provider, if any, reduce the amount of the Credit Facility except after having received the prior written approval of the Borrower and the Authority to any such request for reduction.

If on any Interest Payment Date, Maturity Date, Redemption Date or any other date that principal and interest are due and payable on the Series 2024B Bonds (other than tenders) there are insufficient funds available in the Interest Fund, the Bond Sinking Fund or the Redemption Fund to make such payments following a default, repudiation or wrongful dishonor by the Credit Facility Provider, the Bond Trustee shall provide Immediate Notice to the Borrower of the amount of any such insufficiency and demand payment thereof by the Borrower in accordance with Section 7.2(c) of the Loan Agreement.

ARTICLE V

REDEMPTION OF BONDS

Section 501. Redemption Dates and Prices.

(A) Extraordinary Optional Redemption and Optional Redemption.

(1) *Extraordinary Optional Redemption.* The Series 2024B Bonds are callable for redemption prior to maturity at a price equal to 100% of the principal amount of the Series 2024B Bonds being redeemed plus the full amount of the unpaid interest which has accrued on the Series 2024B Bonds and will accrue to the date the Series 2024B Bonds are redeemed in whole or in part on any Business Day in the event of damage to or destruction of the Bond Financed Property or any part thereof of any Member of the Obligated Group or any Designated Affiliate (as defined in the Master Indenture) or condemnation or sale consummated under threat of condemnation of the Bond Financed Property or any part thereof of any Member of the Obligated Group or any Designated Affiliate, if the Borrower shall exercise its option to prepay the Master Indenture Obligation in an amount sufficient to redeem all or a portion of the Series 2024B Bonds then outstanding.

(2) *Optional Redemption.* The Series 2024B Bonds are callable for redemption prior to maturity in the event the Borrower shall exercise its option to prepay amounts under the Loan Agreement or on the Master Note in an amount sufficient to redeem all or a portion of the Series 2024B Bonds then outstanding.

If called for extraordinary optional redemption under Section 501(A)(1) above, such Series 2024B Bonds shall be subject to redemption by the Authority at the written direction of the Borrower at any time, in whole or in part (in any Authorized Denomination), and if in part by maturities or portions thereof designated by the Borrower or, if not so designated, in inverse order of maturity (less than all of a maturity to be selected randomly by lot using such method as may

be designated by the Bond Trustee) at a price equal to the principal amount being redeemed, plus accrued interest to the Redemption Date, with such premium as is provided under Subsection (B) below. If the Series 2024B Bonds called for extraordinary optional redemption under Section 501(A)(1) above are in an Eligible Moneys Mode covered by a Credit Facility, the Bond Trustee shall (a) notify the Credit Facility Provider (if any) by Immediate Notice of such redemption simultaneously with the notice given by the Bond Trustee to the Bondholders, (b) take such actions as are necessary to receive under the Credit Facility (if any) on each day such Series 2024B Bonds are to be optionally redeemed sufficient moneys to redeem the Eligible Bonds that are covered by the Credit Facility so called for redemption on such Redemption Date, including principal and interest, which moneys shall be deposited in the LOC Redemption Account, (c) to the extent such amounts have not been deposited directly with the Credit Facility Provider (if any), transfer to the Credit Facility Provider from the Redemption Fund (other than the LOC Redemption Account maintained therein) on the Redemption Date the net proceeds of insurance, condemnation or sale in an amount equal to the principal amount of such Eligible Bonds to be redeemed as repayment to the Credit Facility Provider of amounts drawn by the Bond Trustee under the Credit Facility for said redemption, (d) transfer to Bondholders an amount equal to the redemption price of any Non-Eligible Bonds to be redeemed on such date and (e) receive written confirmation from the Credit Facility Provider (if any) of the receipt by it of such transfer.

If called for optional redemption under Section 501(A)(2) above, such Series 2024B Bonds shall be subject to redemption by the Authority at the written direction of the Borrower at such times as are specified in Section 501(B) below, in whole or in part (in any Authorized Denomination), and if in part by maturities and portions of the Series 2024B Bonds designated by the Borrower or, if not so designated, in inverse order of maturity (less than all of a single maturity to be selected randomly by lot using such method as may be designated by the Bond Trustee), at a price equal to the principal amount thereof plus accrued interest to the Redemption Date and without premium, unless specified in Section 501(B) below. Before calling Series 2024B Bonds in any Eligible Moneys Mode covered by a Credit Facility for optional redemption under Section 501(A)(2) above, (a) the Bond Trustee shall obtain the consent of the Credit Facility Provider (if any) if the Series 2024B Bonds are to be so redeemed with moneys drawn under the Credit Facility (if any), or (b) moneys shall be deposited with the Bond Trustee to immediately reimburse the Credit Facility Provider (if any) for a draw on the Credit Facility, or (c) Eligible Moneys shall be on deposit in the Redemption Fund if the Eligible Bonds that are covered by a Credit Facility are not to be redeemed with moneys drawn under the Credit Facility (if any). If the Credit Facility Provider gives its consent and Series 2024B Bonds are to be so redeemed with moneys drawn under the Credit Facility (if any), the Bond Trustee shall take such actions as are necessary to (i) draw on each day Bonds are to be optionally redeemed, sufficient amounts under the Credit Facility to pay principal of and interest on such Eligible Bonds to be so redeemed, which moneys shall be deposited in the LOC Redemption Account and (ii) to the extent such amounts have not been deposited directly with the Credit Facility Provider (if any), transfer to the Credit Facility Provider on the Redemption Date amounts on deposit in the Redemption Fund (other than the LOC Redemption Account maintained therein), but not in excess of the amount equal to the principal amount of Eligible Bonds that are covered by the Credit Facility to be so redeemed together with the interest accrued on such Bonds to be redeemed to the Redemption Date, as repayment to the Credit Facility Provider of amounts drawn by the Bond Trustee under the Credit Facility for such redemption.

Notwithstanding the foregoing, Liquidity Facility Bonds (except for any Series 2024B Bonds owned or held on behalf of the Borrower or any Affiliate of the Borrower as Liquidity Facility Provider) shall be redeemed (including without limitation any redemption pursuant to Section 502 hereof) prior to any other Series 2024B Bonds.

(B) Terms of Redemption.

(1) *Optional Redemption of Bonds in the Commercial Paper Mode.* Series 2024B Bonds in the Commercial Paper Mode are not subject to optional redemption prior to their respective Purchase Dates. Series 2024B Bonds in the Commercial Paper Mode that are covered by a Credit Facility are subject to redemption prior to the Maturity Date, by the Authority at the written direction of the Borrower, in whole or in part on their respective Purchase Dates (and in any Authorized Denomination) at a Redemption Price equal to the principal amount of such Series 2024B Bonds called for redemption, without premium, together with accrued interest, if any, to the redemption date from Eligible Moneys.

(2) *Optional Redemption of Bonds in the Daily Mode, the Weekly Mode or the Indexed Mode.* Subject to Section 501(A) hereof, Series 2024B Bonds in the Daily Mode, the Weekly Mode or the Indexed Mode are subject to redemption prior to their Maturity Date, by the Authority at the written direction of the Borrower, in whole or in part at any time (and in any Authorized Denomination) at a Redemption Price equal to 100% of the principal amount of Series 2024B Bonds called for redemption, without premium, together with accrued interest, if any, from the end of the preceding Interest Payment Date to the redemption date. If such Series 2024B Bonds are Eligible Bonds in the Daily Mode or the Weekly Mode and are covered by a Credit Facility, the Redemption Price shall be paid from Eligible Moneys.

(3) *Optional Redemption of Bonds in the Term Rate Mode or the Fixed Rate Mode.*

(a) *Initial Fixed Rate Mode.* During the Initial Fixed Rate Mode, the Series 2024B Bonds are subject to redemption prior to the Maturity Date by the Authority at the written direction of the Borrower, in whole or in part at any time on or after August 15, 2034 (and if in part, in such order of maturity as the Borrower shall specify and within maturity by lot using such other method the Bond Trustee determines to be fair and reasonable and in Authorized Denominations), at the Redemption Price equal to 100% of the principal amount of Bonds called for redemption plus accrued interest, if any, to the redemption date.

(b) Series 2024B Bonds in a Term Rate Mode are subject to redemption prior to the Maturity Date by the Authority at the written direction of the Borrower, in whole or in part on the Call Date (and in any Authorized Denomination) at a Redemption Price equal to the principal amount of Series 2024B Bonds called for redemption, without premium, together with accrued interest, if any, to the redemption date.

(c) In addition to the redemption provisions described in (a), (b) and (c) above, the Series 2024B Bonds in a Term Rate Mode or a Fixed Rate Mode are subject to redemption by the Authority at the written direction of the Borrower (i) in whole on any date or in part on any Interest Payment Date (and if in part, in such order of maturity as the Borrower shall specify and within maturity by lot using such other method the Bond Trustee determines to be fair and reasonable and in Authorized Denominations) when such Series 2024B Bonds are in a Term Rate Mode and (ii) in whole or in part at any time (and if in part, in such order of maturity as the Borrower shall specify and within maturity by lot using such other method the Bond Trustee determines to be fair and reasonable and in Authorized Denominations) when such Series 2024B Bonds are in the Fixed Rate Mode, at the Redemption Prices set forth below, together with accrued interest, if any, to the Redemption Date:

<u>Length of Interest Period</u>	<u>Commencement of Redemption Period</u>	<u>Redemption Price</u>
Greater than or equal to 15 years	Tenth anniversary of the commencement of Interest Period	100% or such alternate redemption price up to a maximum of 101% (" Alternate Redemption Price "), provided that a Favorable Opinion of Bond Counsel is delivered with respect to the establishment of such Alternate Redemption Price
Less than 15 years and greater than or equal to 10 years	Seventh anniversary of the commencement of Interest Period	100% or such alternate redemption price up to a maximum of 101% (" Alternate Redemption Price "), provided that a Favorable Opinion of Bond Counsel is delivered with respect to the establishment of such Alternate Redemption Price
Less than 10 years and greater than or equal to 1 years	Third anniversary of the commencement of Interest Period	100% or such alternate redemption price up to a maximum of 101% (" Alternate Redemption Price "), provided that a Favorable Opinion of Bond Counsel is delivered with respect to the establishment of such Alternate Redemption Price
Less than 1 years	Series 2024B Bonds not subject to optional redemption pursuant to this subparagraph (b)	Not Applicable

(d) The Authority, with the written consent of the Borrower, in connection with a conversion to a Term Rate Mode or Fixed Rate Mode, may waive

or otherwise alter its rights to direct the redemption of the Series 2024B Bonds at any time without premium; provided that notice describing the waiver or alteration shall be submitted to the Paying Agent (if any), the Bond Trustee and the Remarketing Agent (if any), together with a Favorable Opinion of Bond Counsel, addressed to them.

(e) Series 2024B Bonds in a Term Rate Mode or a Fixed Rate Mode are also subject to redemption prior to their maturity, as a whole or in part, at the direction of the Borrower on the earliest practicable date in the event that (i) the Governing Body of the Borrower determines in good faith that continued operation of the Bond Financed Property (or portions thereof) is not financially feasible or is otherwise disadvantageous to the Borrower or a Benefited Affiliate; (ii) as a result thereof, the Borrower or a Benefited Affiliate sells, leases or otherwise disposes of all or a portion of the Bond Financed Property to a person or entity unrelated to the Borrower or a Benefited Affiliate; and (iii) there is delivered to the Authority and the Bond Trustee a written statement of Bond Counsel to the effect that, unless the Series 2024B Bonds in a Term Rate Mode or a Fixed Rate Mode are redeemed or retired in the amount specified either prior to or concurrently with such sale, lease or other disposition, or on a subsequent date prior to the first date on which the Series 2024B Bonds in a Term Rate Mode or a Fixed Rate Mode are subject to redemption, at the option of the Authority at the direction of the Borrower, such Bond Counsel will be unable, absent payment by the Borrower or the Authority to the Internal Revenue Service, to render an unqualified opinion that such sale, lease or other disposition of all or a portion of the Bond Financed Property will not adversely affect the validity of any Series 2024B Bonds or any exemption from federal income taxation to which the interest on such Series 2024B Bonds would otherwise be entitled. Any such redemption shall be at a redemption price equal to 100% of the principal amount thereof (plus accrued interest to the redemption date).

(4) *Optional Redemption of Bonds in the R-FLOATs Rate Mode.* Series 2024B Bonds in the R-FLOATs Rate Mode are subject to redemption prior to their Maturity Date, by the Authority at the direction of the Borrower, in whole or in part (and in any Authorized Denomination) at a redemption price equal to 100% of the principal amount called for redemption, without premium, together with accrued interest, if any, from the end of the preceding Interest Payment Date to the redemption date on the following dates:

(a) Bonds in an R-FLOATs Weekly Period or an R-FLOATs Monthly Period are subject to optional redemption on the first Business Day of each month.

(b) Bonds in an R-FLOATs Term Period are subject to optional redemption on the day following the end of such R-FLOATs Term Period (which must be a Business Day).

(c) During any R-FLOATs Special Non-Remarketing Period, all Bonds in the R-FLOATs Rate Mode are subject to optional redemption on any Business Day.

(5) *Mandatory Bond Sinking Fund Redemption.* Series 2024B Bonds are redeemable pursuant to the Bond Sinking Fund in the manner provided in Section 502 hereof.

(6) *Optional Redemption of Bonds in the Bank Index Mode.* Series 2024B Bonds in the Bank Index Mode are subject to redemption prior to their Maturity Date, by the Authority at the written direction of the Borrower and upon 30 days' advance written notice by the Borrower to the Purchaser, in whole or in part on any Business Day (and in any Authorized Denomination) at a Redemption Price equal to 100% of the principal amount of Series 2024B Bonds called for redemption, plus any premium or breakage fees specified in the Continuing Covenant Agreement, together with accrued interest, if any, from the end of the preceding Interest Payment Period to the redemption date.

(7) *Optional Redemption of Bonds in the Bank Fixed Mode.* Series 2024B Bonds in the Bank Fixed Mode are subject to redemption prior to their Maturity Date, by the Authority at the written direction of the Borrower, in whole or in part on any Business Day (and in any Authorized Denomination) at a Redemption Price equal to 100% of the principal amount of Series 2024B Bonds called for redemption, plus any premium or breakage fees specified in the Continuing Covenant Agreement, together with accrued interest, if any, from the end of the preceding Interest Payment Period to the redemption date.

(8) *Minimum Redemption Amount.* No redemption (other than a redemption under Section 501(B)(5) hereof) of less than all of the Series 2024B Bonds at the time outstanding shall be made pursuant to the provisions of Section 501 unless (a) the aggregate principal amount of such Series 2024B Bonds to be redeemed is equal to or greater than \$100,000 and (b) the Series 2024B Bonds are redeemed in Authorized Denominations.

(C) *Notice to Bond Trustee.* Series 2024B Bonds may be called for redemption by the Bond Trustee pursuant to this Section 501 upon receipt by the Bond Trustee of a Written Request of the Borrower requesting such redemption, with respect to Series 2024B Bonds in a Mode other than the Fixed Rate Mode, at least 20 days prior to the Redemption Date and, with respect to the Series 2024B Bonds to be redeemed in the Fixed Rate Mode, at least 45 days prior to the Redemption Date. Such Written Request shall specify the principal amount of the Series 2024B Bonds to be called for redemption, the applicable Redemption Price or Prices and the provision or provisions above specified pursuant to which such Series 2024B Bonds are to be called for redemption. The Bond Trustee may waive any such notice.

(D) *Purchase in Lieu of Redemption.* In lieu of redeeming Series 2024B Bonds pursuant to this Section 501, the Bond Trustee may, at the Written Request of the Borrower, use such funds otherwise available hereunder for redemption of Series 2024B Bonds to purchase Series 2024B Bonds identified by the Borrower in the open market for cancellation at a price specified by the Borrower not exceeding the Redemption Price then applicable hereunder. In the case of any optional redemption or any purchase and cancellation of term Series 2024B Bonds, the Bond Trustee shall apply as a credit against the required Bond Sinking Fund deposits with respect to such term bonds the amount of such term bonds in such order as the Borrower elects in writing

prior to such optional redemption or purchase and cancellation or, if no election is made, in the inverse order thereof. The Bond Trustee shall cancel all such Series 2024B Bonds purchased pursuant to this Section 501(D). To the extent Eligible Moneys are required to be used for a redemption under the terms of this Bond Indenture, then such moneys used by the Borrower to purchase Series 2024B Bonds in lieu of redemption shall also be required to be Eligible Moneys. In addition, the amount of Series 2024B Bonds to be redeemed on any date pursuant to the mandatory Bond Sinking Fund redemption schedule shall be reduced by the principal amount of Series 2024B Bonds of the maturity required to be redeemed which are acquired by the Borrower or any other Member and delivered to the Bond Trustee for cancellation pursuant to this Section 501(D).

(E) Optional Purchase of the Series 2024B Bonds. The Authority and, by their acceptance of the Series 2024B Bonds, the Bondholders, irrevocably grant to the Borrower and any assigns of the Borrower with respect to this right, the option to purchase, at any time and from time to time, any Series 2024B Bond which is redeemable pursuant to Section 501(A)(2), on the date on which the Series 2024B Bonds would otherwise be redeemed, at a purchase price equal to the Redemption Price therefor. To exercise such option, the Borrower shall give the Bond Trustee a Written Request exercising such option within the time period specified in Section 501(C) hereof as though such Written Request were a written request of the Authority for redemption, and the Bond Trustee shall thereupon give the Holders of the Series 2024B Bonds to be purchased notice of such purchase in the manner specified in Section 503 hereof as though such purchase were a redemption and the purchase of such Series 2024B Bonds shall be mandatory and enforceable against the Holders, and Holders will not have the right to retain their Series 2024B Bonds. On the date fixed for purchase pursuant to any exercise of such option, the Borrower shall pay or cause to be paid the purchase price of the Series 2024B Bonds then being purchased to the Bond Trustee in immediately available funds, and the Bond Trustee shall pay the same to the sellers of such Series 2024B Bonds against delivery thereof. Following such purchase, the Bond Trustee shall cause such Series 2024B Bonds to be registered in the name of the Borrower or its nominee and shall deliver them to the Borrower or its nominee. In the case of the purchase of less than all of the Series 2024B Bonds of a maturity, the particular Series 2024B Bonds to be purchased shall be selected in accordance with Section 501(A) hereof. No purchase of the Series 2024B Bonds pursuant to this Section 501(E) shall operate to extinguish the indebtedness of the Authority evidenced thereby. Notwithstanding the foregoing, no purchase shall be made pursuant to this Section 501(E) unless the Borrower shall have delivered to the Bond Trustee and the Authority concurrently therewith (i) if the Series 2024B Bonds to be purchased are Eligible Bonds in a Daily, Weekly or Commercial Paper Mode that are covered by a Credit Facility, an opinion of nationally recognized bankruptcy counsel selected by the Borrower to the effect that such purchase will not constitute an avoidable preference under Section 547 of the United States Bankruptcy Code in the event that the Borrower should become a debtor in proceedings commenced thereunder, and (ii) a Favorable Opinion of Bond Counsel with respect to such purchase.

(F) Liquidity Facility Bonds. Liquidity Facility Bonds shall be called for redemption by the Bond Trustee upon one (1) days' notice prior to the Redemption Date and as otherwise provided in Section 501(C) hereof, as a whole or in part on any date, and if in part by maturities or portions thereof designated by the Borrower at 100% of the principal amount of the Liquidity Facility Bonds called for redemption plus accrued interest to the date fixed for redemption and without premium. Notwithstanding anything herein to the contrary, Liquidity Facility Bonds shall

be paid in accordance with the terms of the Liquidity Facility, including, without limitation, on the dates, in the amounts, in the manner and at the times set forth in the Liquidity Facility.

Section 502. Mandatory Bond Sinking Fund Redemption. (A) The Series 2024B Bonds are not subject to mandatory sinking fund redemption prior to their stated maturity date.

(B) Prior to each conversion of any of the Series 2024B Bonds to the Indexed Mode or the Fixed Rate Mode pursuant to Section 212 hereof, and no later than the Rate Determination Date, the Remarketing Agent shall deliver to the Bond Trustee, the Authority and the Borrower a certificate which includes, if applicable, (1) a schedule specifying the principal amount of converted Series 2024B Bonds of each maturity which will mature on August 15 of the years specified in such schedule and the interest rate payable on the converted Series 2024B Bonds of each such maturity and (2) a schedule specifying the principal amount of converted Series 2024B Bonds maturing August 15 of the years specified in such schedule to be called for mandatory Bond Sinking Fund redemption on August 15 of the years specified in such schedule. In determining the principal maturities, mandatory Bond Sinking Fund redemption payments and interest rates for converted Series 2024B Bonds, the Remarketing Agent shall use the following guidelines:

(a) The Remarketing Agent shall determine the schedule of principal payments on the converted Series 2024B Bonds to achieve the lowest interest rates with respect to the converted Series 2024B Bonds (or otherwise deliver a Favorable Opinion of Bond Counsel in connection with such schedule of principal payments with respect to the converted Series 2024B Bonds); provided that such schedule of payments shall not cause the weighted average maturity of the Series 2024B Bonds to exceed 120% of the reasonably expected economic life of the Bond Financed Property refinanced with proceeds of the Series 2024B Bonds (as detailed in the Tax Certificate and Agreements) nor shall such schedule conflict with the maturity and mandatory sinking fund parameters of the Authority's resolutions authorizing the issuance of the Series 2024B Bonds as the same may have been amended. In making such schedule, the Remarketing Agent shall, to the extent necessary, alternately round down and up to the nearest \$5,000 the amount allocable to the Series 2024B Bonds which are being converted;

(b) The Remarketing Agent shall allocate the converted Series 2024B Bonds between serial bonds and term bonds in such manner as shall produce the lowest aggregate interest payable with respect to the converted Series 2024B Bonds; and

(c) The Remarketing Agent shall set the interest rate on each converted Series 2024B Bond of a particular maturity at the lowest interest rate that will enable such Series 2024B Bond upon conversion to be remarketed on the first day of the Indexed Rate Period or the Fixed Rate Period, as the case may be, at par (plus any accrued interest) taking into account the maturity of such Series 2024B Bond and the Bond Sinking Fund payments, if any, to be made with respect to converted Series 2024B Bonds of such maturity; provided, however, the Borrower may direct the Remarketing Agent to remarket any converted Bond at a premium or discount from par if the Borrower delivers to the Bond Trustee and the Authority an Opinion

of Bond Counsel to the effect that utilization of such method will not have an adverse effect on any exemption from federal income taxation to which the interest on the Series 2024B Bonds would otherwise be entitled and will not have an adverse effect on the validity or enforceability of any Series 2024B Bond, and in the event of such direction, the Remarketing Agent shall set the interest rate on each such converted Bond of a particular maturity at the lowest rate that will enable such Bond upon conversion to be remarketed at such premium or discount; provided, further, if so remarketed at a discount, the Borrower shall pay the difference (with Eligible Moneys if such Bonds are being converted from an Eligible Moneys Mode supported by a Liquidity Facility). In the event such Series 2024B Bonds are remarketed at a discount from par, if on the Mode Change Date funds (which shall be Eligible Moneys if such Bonds are being converted from an Eligible Moneys Mode supported by a Liquidity Facility) are not on deposit in the Purchase Fund and available for the payment of the discount portion of the Purchase Price on such date, the mandatory purchase of such Series 2024B Bonds on such Mandatory Purchase Date shall not occur and the change in Mode shall not become effective.

(d) The foregoing notwithstanding, the Authority at the direction of the Borrower may agree to another method for providing for payment of principal on the Series 2024B Bonds after a Fixed Rate Mode Change Date if there is delivered to the Bond Trustee, and the Authority by the Borrower a Favorable Opinion of Bond Counsel; provided, however, the Series 2024B Bonds may not be sold at a discount to par unless prior to such sale, Eligible Moneys in an amount sufficient to pay any shortfall in the Purchase Price of Eligible Bonds in an Eligible Moneys Mode supported by a Liquidity Facility prior to the Fixed Rate Mode Change Date are on deposit with the Tender Agent.

(e) Upon the conversion of the Series 2024B Bonds from the Fixed Rate Mode, the Maturity Date for any Outstanding serial maturities of the Series 2024B Bonds shall become August 15, 2042 and principal amounts of such serial maturities of the Series 2024B Bonds while operating in the prior Fixed Rate Mode shall become Bond Sinking Fund redemption payments. All existing Bond Sinking Fund redemption payments shall remain in effect and any term bond maturity installment (other than the installment due on the final Maturity Date) shall become a Bond Sinking Fund redemption installment. The final Maturity Date of the Series 2024B Bonds and the amount of principal due on such final Maturity Date will not be changed. Notwithstanding the foregoing, the Borrower may deliver to the Bond Trustee and the Authority a schedule of revised Maturity Dates and maturity amounts, including Bond Sinking Fund redemption payments, for the Series 2024B Bonds then being converted from the Fixed Rate Mode; provided that such schedule is accompanied by a Favorable Opinion of Bond Counsel.

(C) Liquidity Facility Bonds are subject to (1) special mandatory redemption at a redemption price equal to 100% of the principal amount of such Liquidity Facility Bonds to be redeemed plus accrued interest thereon to but not including the date of such redemption or (2) special mandatory purchase at a purchase price equal to 100% of the principal amount of such Liquidity Facility Bonds to be purchased plus accrued interest thereon to but not including the date

of such purchase, on the dates, in the amounts and in the manner set forth in the applicable Credit Facility, Reimbursement Agreement or Liquidity Facility.

(D) Series 2024B Bonds in a Term-Out Period are subject to special mandatory redemption at a redemption price equal to 100% of the principal amount of such Series 2024B Bonds to be redeemed plus accrued interest thereto but not including the date of such redemption, on each Term-Out Payment Date, in the amounts and in the manner set forth in Section 210(D) hereof and the applicable Continuing Covenant Agreement, if applicable pursuant to the terms of the Continuing Covenant Agreement.

(E) Special Mandatory Redemption of R-FLOATs Non-Remarketed Bonds. If any R-FLOATs Special Non-Remarketing Period lasts for more than 36 months, all Bonds in the R-FLOATs Mode (including Bonds in the R-FLOATs Mode that are not R-FLOATs Non-Remarketed Bonds) shall be redeemed, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on the first Business Day of a calendar month that is at least 36 months after such R-FLOATs Special Non-Remarketing Period commenced.

Section 503. Notice of Redemption: Cancellation. Notice of the call for any such redemption shall state the following: (a) the name of the bond issue, (b) the CUSIP number, if any, and bond certificate number of the Series 2024B Bonds to be redeemed, (c) the original dated date of the bond issue, (d) the interest rate and maturity date of the Series 2024B Bonds to be redeemed, (e) the date of the redemption notice, (f) the Redemption Date, (g) the Redemption Price, and (h) the address and telephone number of the Principal Office of the Bond Trustee. Such notice shall further state that on the Redemption Date for such Series 2024B Bonds there shall become due and payable upon each Series 2024B Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portion of the principal amount thereof in the case of a Series 2024B Bond to be redeemed in part only, with interest accrued and unpaid to such date, and that from and after such date, interest thereon shall cease to accrue and be payable. The redemption notice shall be given by mailing a copy of such notice of redemption by first class mail, postage prepaid not less than 15 or more than 60 days prior to the Redemption Date to the registered owners of the Series 2024B Bonds to be redeemed to the address shown on the Bond Register, the Authority, the Liquidity Facility Provider (if any), the Credit Facility Provider (if any), and the Rating Agencies then rating the Series 2024B Bonds to be redeemed; provided, however, that failure to give such notice by mailing or to provide such notice to any registered securities depository (as hereinafter provided) or a defect in the notice or the mailing as to any Series 2024B Bond will not affect the validity of any proceedings for redemption as to any other Series 2024B Bond with respect to which notice was properly given to the holder thereof. In addition, so long as the ownership of the Series 2024B Bonds is maintained in book-entry form by the Securities Depository, in the event of any redemption of the Series 2024B Bonds or an advance refunding of part of the outstanding Series 2024B Bonds, the Bond Trustee shall send to the Securities Depository a notice specifying: (i) the amount of the redemption or refunding, (ii) in the case of a refunding, the Redemption Date(s), if any, established under the refunding and (iii) the date such notice is to be mailed to beneficial owners of the Series 2024B Bonds (the “Notice Date”). Such notice shall be sent to the Securities Depository by a secure means (e.g., legible telecopy, registered or certified mail, overnight delivery) in a timely manner designed to assure that such notice is in the Securities Depository’s possession no later than the close of

business on the Business Day prior to the Notice Date; provided that such receipt by such time is not a condition precedent to such redemption. The Bond Trustee shall forward such notice either in a separate secure transmission for each CUSIP number or in a secure transmission for multiple CUSIP numbers (if applicable) which includes a manifest or list of each CUSIP submitted in that transmission.

Except for a mandatory Bond Sinking Fund redemption pursuant to Section 502 and prior to the date that the redemption notice is first mailed as aforesaid, either (a) Eligible Moneys (except for Series 2024B Bonds in a Mode other than an Eligible Moneys Mode covered by a Credit Facility for which any funds shall suffice) shall be placed with the Bond Trustee to pay the principal of such Series 2024B Bonds, the accrued and unpaid interest thereon to the Redemption Date and the premium, if any, thereon, or (b) such notice of redemption shall state that it is revocable and any redemption is conditional on Eligible Moneys (except for Series 2024B Bonds in a Mode other than an Eligible Moneys Mode covered by a Credit Facility, any funds) being on deposit with the Bond Trustee on the Redemption Date and that failure to make such a deposit or such deposit not being Eligible Moneys (if required) shall not constitute an event of default hereunder.

Upon the happening of the above conditions and if sufficient funds are placed with the Bond Trustee by the redemption date to pay the principal of such Series 2024B Bonds, the accrued interest thereon to the redemption date and the premium, if any, thereon, the Series 2024B Bonds, or portions thereof, thus called shall not bear interest after the applicable Redemption Date, shall no longer be protected by this Bond Indenture and shall not be deemed to be outstanding under the provisions of this Bond Indenture. The Bond Trustee shall redeem, in the manner provided in this Article V, such an aggregate principal amount of such Series 2024B Bonds at the principal amount thereof plus accrued interest to the redemption date and premium, if any, as will exhaust as nearly as practicable such funds. At the direction of the Borrower, such funds may be invested in U.S. Government Obligations until needed for redemption payout.

If such conditions are not satisfied or sufficient funds are not so deposited by 12:00 p.m. noon New York City time, on such date, such Series 2024B Bonds shall not be subject to redemption and the holders thereof shall have the same rights as if no such notice had been given. In such event, the Bond Trustee shall promptly give notice thereof to the owners of such Series 2024B Bonds by first class mail, postage prepaid.

All Series 2024B Bonds which have been redeemed shall be cancelled and disposed of by the Bond Trustee in accordance with its retention policy then in effect and shall not be reissued and a counterpart of the certificate of disposal evidencing such disposal shall be furnished upon written request by the Bond Trustee to the Authority and the Borrower.

Section 504. Optional Tenders of Bonds in the Daily Mode or the Weekly Mode; Optional Tender of Bonds in the R-FLOATs Rate Mode.

(A) The Holders of Eligible Bonds in a Daily Mode or a Weekly Mode may elect to have their Series 2024B Bonds (or portions of those Series 2024B Bonds in amounts equal to integral multiples of the lowest then applicable Authorized Denomination) purchased on any Business Day at a price equal to the Purchase Price,

(i) in the case of Series 2024B Bonds in the Daily Mode, upon delivery of an irrevocable telephonic notice of tender to the Remarketing Agent, the Bond Trustee and the Tender Agent not later than 10:00 a.m., New York time, on the Purchase Date specified by the Holder; and

(ii) in the case of Series 2024B Bonds in the Weekly Mode, upon delivery of an irrevocable written notice of tender or irrevocable telephonic notice of tender to the Remarketing Agent, the Bond Trustee and the Tender Agent, promptly confirmed in writing to the Tender Agent, not later than 4:00 p.m., New York time, on a Business Day not less than 7 days before the Purchase Date specified by the Holder in such notice.

(B) The Holders of Bonds bearing interest at the R-FLOATs Weekly Rate or the R-FLOATs Monthly Rate may elect to have their Series 2024B Bonds (or portions of those Series 2024B Bonds in amounts equal to integral multiples of the lowest then applicable Authorized Denomination) tendered to the Bond Trustee for purchase at a price equal to the Purchase Price on the following dates (each an “**R-FLOATs Optional Tender Date**”):

(i) If such Bond is in an R-FLOATs Weekly Period, on any Business Day. In order to exercise such option with respect to a Bond in an R-FLOATs Weekly Period, the holder must deliver notice to the Bond Trustee not less than five Business Days prior to the related R-FLOATs Optional Tender Date.

(ii) If such Bond is in an R-FLOATs Monthly Period, on any Interest Payment Date. In order to exercise such option with respect to a Bond in an R-FLOATs Monthly Period, the holder must deliver notice to the Bond Trustee not less than three Business Days prior to the related R-FLOATs Optional Tender Date.

(iii) Holders of Bonds in the R-FLOATs Rate Mode with an R-FLOATs Term Period shall not have the right to tender such Bonds for purchase during the R-FLOATs Term Period, but shall be required to tender such Bonds for purchase pursuant to Section 211 on the day immediately following the last day of the R-FLOATs Term Period.

Such notices of tender shall state the CUSIP number, if any, Series 2024B Bond number (if the Series 2024B Bond is not registered in the name of the Securities Depository) and the principal amount of the portion of such Bond to be optionally tendered and that such portion shall be purchased on the Purchase Date specified above. Payment of the Purchase Price shall be made pursuant to this Section 504 only if the Series 2024B Bond so delivered to the Tender Agent conforms in all respects to the description thereof in the notice described in this Section 504. A Holder who gives the notice of tender as set forth above may repurchase the Series 2024B Bonds so tendered on such Purchase Dates if the Remarketing Agent agrees to sell the Series 2024B Bonds so tendered to such Holder. If such Holder decides to repurchase such Series 2024B Bonds and the Remarketing Agent agrees to sell the specified Series 2024B Bonds to such Holder, the delivery requirements set forth in Section 510(D) shall be waived. The Tender Agent may assume that a Series 2024B Bond is an Eligible Bond unless it has actual knowledge to the contrary.

Section 505. Mandatory Purchase at End of Commercial Paper Rate Periods, at End of Bank Rate Periods and at End of Term-Out Periods.

(A) *Mandatory Purchase at End of Commercial Paper Period.* Each Series 2024B Bond in the Commercial Paper Mode is subject to mandatory purchase on the Purchase Date for the current Interest Period at the Purchase Price. No notice of such mandatory purchase shall be given to the Holders. On each Purchase Date for Series 2024B Bonds in the Commercial Paper Mode, such Series 2024B Bonds shall be deemed to have been tendered for purchase regardless of whether such Series 2024B Bonds are actually so tendered.

(B) *Mandatory Purchase at End of Bank Rate Period.* Unless the Purchaser exercises its Right to Retain pursuant to Section 210(C)(1) hereof or the Borrower elects the option for a Term-Out Period pursuant to Section 210(D) hereof and the Continuing Covenant Agreement provides for a Term-Out Period (which is not included in the initial Continuing Covenant Agreement) and the conditions precedent set forth in the Continuing Covenant Agreement applicable to such Term-Out Period have been satisfied, (1) each Series 2024B Bond in the Bank Index Mode is subject to mandatory purchase on the Bank Index Rate Purchase Date for the current Bank Index Rate Period at the Purchase Price, and (2) each Series 2024B Bond in the Bank Fixed Mode is subject to mandatory purchase on the Bank Fixed Rate Purchase Date for the current Bank Fixed Rate Period at the Purchase Price. The Tender Agent shall give notice of such mandatory purchase by mail to the Holders of the Series 2024B Bonds subject to mandatory purchase no less than thirty (30) days prior to the applicable Bank Rate Purchase Date. The notice shall state the Mandatory Purchase Date and the Purchase Price. The failure to give such notice with respect to any Series 2024B Bond shall not affect the validity of the mandatory purchase of any other Series 2024B Bonds with respect to which notice was so given. Any notice sent will be conclusively presumed to have been given, whether or not actually received by any Bondholder.

(C) *Mandatory Purchase at End of Term-Out Period.* Each Series 2024B Bond is subject to mandatory purchase on the Term Out Purchase Date at the Purchase Price. The Tender Agent shall give notice of such mandatory purchase by mail to the Holders of the Series 2024B Bonds subject to mandatory purchase no less than thirty (30) days prior to the applicable Term-Out Purchase Date. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on the Series 2024B Bonds subject to mandatory purchase shall cease to accrue from and after the Mandatory Purchase Date. The failure to give such notice with respect to any Series 2024B Bond shall not affect the validity of the mandatory purchase of any other Series 2024B Bonds with respect to which notice was so given. Any notice sent will be conclusively presumed to have been given, whether or not actually received by any Bondholder.

Section 506. Mandatory Purchase on Mode Change Date. (A) Series 2024B Bonds to be changed from one Mode to another Mode (other than a change to the Fixed Rate Mode, which Series 2024B Bonds are subject to mandatory purchase pursuant to subsection (B) of this Section 506) are subject to mandatory purchase on the Mode Change Date at the Purchase Price. The Tender Agent shall give Immediate Notice of such mandatory purchase to the Holders of such Series 2024B Bonds no less than seven days prior to the Mandatory Purchase Date. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on such Series 2024B Bonds (other than Liquidity Facility Bonds) shall cease to accrue from and after the Mandatory Purchase Date. As set forth in Section 212(A)(1), any notice of a Mode Change Date being

provided to Holders shall state that the Borrower, not less than three Business Days prior to the proposed Mode Change Date, may revoke such notice. In such event, the Tender Agent shall give Immediate Notice to the Holders within one Business Day of receipt of notice of revocation from the Borrower. The failure to give such notice with respect to any Series 2024B Bond shall not affect the validity of the mandatory purchase of any other Series 2024B Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

(B) Series 2024B Bonds to be changed to the Fixed Rate Mode are subject to mandatory purchase on the Mode Change Date at the Purchase Price (subject to the provisions of Section 208 hereof). The Tender Agent shall give notice of such mandatory purchase as part of the notice of change of Mode to be sent to the Holders pursuant to Section 212(B)(1)(b). The failure to give such notice with respect to any Series 2024B Bond shall not affect the validity of the mandatory purchase of any other Series 2024B Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

Section 507. Mandatory Purchase at End of Interest Period for Term Rate Mode. Series 2024B Bonds in the Term Rate Mode are subject to mandatory purchase on the Purchase Date for the current Interest Period at the Purchase Price. The Tender Agent shall give notice of such mandatory purchase by mail to the Holders of such Series 2024B Bonds no less than 30 days prior to the Mandatory Purchase Date. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on such Series 2024B Bonds shall cease to accrue from and after the Mandatory Purchase Date. The failure to give such notice with respect to any Series 2024B Bond shall not affect the validity of the mandatory purchase of any other Series 2024B Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

Section 508. Mandatory Purchase on Expiration Date, Substitute Liquidity Facility Date, Substitute Credit Facility Date, Termination Date and Credit Facility Default Tender Date.

(A) *Mandatory Purchase on Expiration Date, Substitute Liquidity Facility Date and Substitute Credit Facility Date.* On each Substitute Liquidity Facility Date and Substitute Credit Facility Date, the Eligible Bonds in an Eligible Moneys Mode supported by a Liquidity Facility or a Credit Facility, as applicable, shall be subject to mandatory purchase on such date at the Purchase Price. On the second Business Day preceding each Expiration Date, the Eligible Bonds in an Eligible Moneys Mode supported by a Liquidity Facility or a Credit Facility, as applicable, shall be subject to mandatory purchase on such date at the Purchase Price; provided, however, that such Series 2024B Bonds shall not be subject to mandatory purchase on the second Business Day preceding each Expiration Date if on or prior to the 15th day prior to such Expiration Date, the Borrower has furnished to the Bond Trustee a Renewal Liquidity Facility or Renewal Credit Facility, as applicable. The Tender Agent shall give notice of such mandatory purchase by mail to the Holders of the Series 2024B Bonds involved no less than 10 days prior to such Mandatory Purchase Date. The notice shall state the reason for the mandatory purchase, the Mandatory Purchase Date, the Purchase Price and that interest on such Series 2024B Bonds shall cease to accrue from and after the Mandatory Purchase Date. The failure to give such notice with respect to any Series 2024B Bond involved shall not affect the validity of the mandatory purchase of any

other Series 2024B Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder. The payment of the Purchase Price of any Series 2024B Bonds tendered pursuant to this Section 508(A) shall be made pursuant to a draw on the Liquidity Facility (or Credit Facility if the Credit Facility is also a Liquidity Facility) then in existence and not on the Substitute Liquidity Facility (or Substitute Credit Facility if such Substitute Credit Facility is to also be a Liquidity Facility).

(B) *Mandatory Purchase on Termination Date.* On the second Business Day preceding each Termination Date applicable to a Series 2024B Bond, if such Series 2024B Bond is an Eligible Bond in an Eligible Moneys Mode supported by a Liquidity Facility or by a Credit Facility, as applicable, it shall be subject to mandatory purchase on such date at the Purchase Price. The Tender Agent shall give notice of such mandatory purchase by mail to the Holders of such Series 2024B Bonds no later than the Business Day after receipt of notice of termination from the Liquidity Facility Provider or the Credit Facility Provider, as applicable. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on such Series 2024B Bonds shall cease to accrue from and after the Mandatory Purchase Date. The failure to give such notice with respect to any Series 2024B Bond involved shall not affect the validity of the mandatory purchase of any other Series 2024B Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

(C) *Mandatory Purchase on Credit Facility Default Tender Date.* Upon receipt by the Bond Trustee of a written notice from the Credit Facility Provider that an event of default has occurred and is continuing under the Reimbursement Agreement and directing a mandatory tender of the Eligible Bonds in an Eligible Moneys Mode covered by the Credit Facility or that the Credit Facility Provider is not reinstating the interest portion of the Credit Facility, all Eligible Bonds in an Eligible Moneys Mode covered by the Credit Facility shall be purchased on a date designated by the Bond Trustee (a “*Credit Facility Default Tender Date*”) at a Purchase Price equal to 100% of the principal amount thereof plus accrued interest, if any, to the purchase date. Such Credit Facility Default Tender Date shall be the Business Day immediately following receipt by the Bond Trustee of such notice from the Credit Facility Provider. Bondholders may not elect to continue to hold such Series 2024B Bonds after such Credit Facility Default Tender Date. Following receipt of the written notice described above, the Bond Trustee shall give Immediate Notice to the owners of all Eligible Bonds in an Eligible Moneys Mode covered by the Credit Facility stating (i) the reason for the Credit Facility Default Tender Date and (ii) that the Eligible Bonds in an Eligible Moneys Mode covered by the Credit Facility are required to be purchased on the Credit Facility Default Tender Date designated in the notice. Following receipt of the written notice described above, the Bond Trustee shall give Immediate Notice to the owners of such Series 2024B Bonds. Such notice shall state (a) that (y) there has been an Event of Default under the Reimbursement Agreement or (z) the interest coverage on the Credit Facility will not be reinstated, (ii) the Credit Facility Default Tender Date, (iii) the Purchase Price, and (iv) that interest on such Series 2024B Bonds shall cease to accrue from and after the Credit Facility Default Tender Date. The failure to give such notice with respect to any Series 2024B Bond shall not affect the validity of the mandatory purchase of any other Series 2024B Bond with respect to which notice was so given. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Holder.

(D) The Tender Agent may assume that a Series 2024B Bond is an Eligible Bond unless a Responsible Officer has actual knowledge that such Series 2024B Bond is not an Eligible Bond.

Section 509. Remarketing of Bonds; Notices.

(A) *Remarketing of Bonds.* The Remarketing Agent shall use its best efforts to offer for sale and sell:

- (1) all Series 2024B Bonds or portions thereof as to which notice of tender has been given pursuant to Section 504;
- (2) all Series 2024B Bonds required to be purchased pursuant to Sections 505, 506, 507 and 508; and
- (3) all Liquidity Facility Bonds.

(B) *Notice of Remarketing; Registration Instructions; New Bonds.* On each Purchase Date or Mandatory Purchase Date, as the case may be:

- (1) unless the Remarketing Agent has notified the Tender Agent and the Bond Trustee otherwise, the Remarketing Agent shall give Immediate Notice to the Tender Agent and the Bond Trustee not later than 12:00 noon, or with respect to the R-FLOATs Rate Mode not later than 2:00 p.m., New York time of the amount of tendered Series 2024B Bonds which were successfully remarketed, the names of the tendering Holders and the registration instructions (i.e., the names, addresses and taxpayer identification numbers of the purchasers and the denominations thereof which shall be Authorized Denominations) with respect thereto; and
- (2) the Bond Trustee shall execute new Series 2024B Bonds for the respective purchasers thereof which shall be available for pick-up by the Remarketing Agent pursuant to Section 510(E).

The provisions of this clause (B) shall be subject in all respects to the procedures prescribed by any Securities Depository.

(C) *Transfer of Funds; Draw on Liquidity Facility.* Except with respect to any Series 2024B Bonds in the R-FLOATs Rate Mode, (x) If a Liquidity Facility is not then in effect with respect to the Series 2024B Bonds, on each Purchase Date or Mandatory Purchase Date, as the case may be:

- (1) the Remarketing Agent shall give notice to the Tender Agent and the Bond Trustee of receipt of the Purchase Price of remarketed Series 2024B Bonds by 11:15 a.m. New York time;
- (2) the Remarketing Agent shall cause to be paid to the Tender Agent the Purchase Price of the remarketed Series 2024B Bonds by 11:30 a.m., New York time;

(3) the Tender Agent shall give notice to the Series 2024B Bond Trustee and the Borrower (or the Tender Agent shall instruct the Bond Trustee to give notice and the Bond Trustee shall give notice) by 11:45 a.m., New York time, (and promptly thereafter, the Tender Agent shall so notify the Securities Depository) of the amount equal to the Purchase Price of all Series 2024B Bonds tendered or deemed tendered less the aggregate amount of remarketing proceeds on hand; and

(4) the Borrower shall provide to the Tender Agent by 2:30 p.m., New York time, on such date an amount, in immediately available funds, sufficient, together with the proceeds of the remarketing of Series 2024B Bonds on such date then on hand with the Tender Agent, to enable the Tender Agent to pay the Purchase Price in connection therewith.

(y) If a Liquidity Facility is then in effect with respect to the Series 2024B Bonds, on each Purchase Date or Mandatory Purchase Date, as the case may be:

(5) the Remarketing Agent shall give notice to the Tender Agent and the Bond Trustee of receipt of the Purchase Price of remarketed Series 2024B Bonds by 11:30 a.m., New York time;

(6) the Remarketing Agent shall cause to be paid to the Tender Agent the Purchase Price of the remarketed Series 2024B Bonds by 11:45 a.m., New York time; and

(7) the Tender Agent (or the Bond Trustee if the Bond Trustee is the beneficiary under the Liquidity Facility) shall draw on the Liquidity Facility (the then existing Liquidity Facility in the case of a Substitute Liquidity Facility Date or a Substitute Credit Facility Date) in accordance with the terms thereof so as to receive thereunder by 2:30 p.m., New York time, on such date an amount, in immediately available funds, sufficient, together with the proceeds of the remarketing of Series 2024B Bonds on such date then on hand with the Tender Agent, to enable the Tender Agent to pay the Purchase Price in connection therewith (if the Bond Trustee is the beneficiary under the Liquidity Facility, the Bond Trustee shall cause to be paid to the Tender Agent the draw from the Liquidity Facility by 2:30 p.m., New York time, on such date).

If on any Purchase Date there are insufficient funds available in the Purchase Fund to pay the Purchase Price due on such date following a default, repudiation or wrongful dishonor by the Liquidity Facility Provider, the Tender Agent (or the Bond Trustee if the Bond Trustee is the beneficiary under the Liquidity Facility) shall provide Immediate Notice to the Borrower of the amount of any such insufficiency and demand payment thereof by the Borrower in accordance with Section 7.2(d) of the Loan Agreement.

(D) In connection with any remarketing of Series 2024B Bonds where an Event of Default has occurred under Section 702 hereof or a notice of redemption has been sent with regard to such Series 2024B Bonds pursuant to Section 503 hereof, the Remarketing Agent shall notify the purchasers of such Series 2024B Bonds of the Event of Default or redemption.

Section 510. General Provisions Relating to Tenders.

(A) *Purchase Fund.* The Tender Agent shall establish and maintain a special fund designated as the “**Purchase Fund**,” and within such fund three separate accounts designated, respectively, as the “*Liquidity Facility Deposit Account*,” the “*Remarketing Proceeds Account*” and the “*Borrower’s Account*.” The money in the Purchase Fund shall be held in trust and applied solely as provided in this Section. The Remarketing Agent, the Tender Agent and the Bond Trustee shall not have any right to payment from or any interest in any money in the Purchase Fund.

The Tender Agent shall deposit all moneys delivered to it pursuant to Section 509(C)(2) hereof for the purchase of Series 2024B Bonds into the Remarketing Proceeds Account and shall hold all such moneys in trust for the exclusive benefit of the Person that shall have so delivered such moneys until the Series 2024B Bonds purchased with such moneys shall have been delivered to it for the account of such Person and, thereafter, for the benefit of the Holders tendering such Series 2024B Bonds.

The Tender Agent shall deposit all moneys delivered to it pursuant to Section 509(C)(4) hereof from a payment by or on behalf of the Liquidity Facility Provider for the purchase of Series 2024B Bonds into the Liquidity Facility Deposit Account and shall hold all such moneys in trust for the exclusive benefit of the Liquidity Facility Provider until the Series 2024B Bonds purchased with such moneys shall have been delivered to or for the account of the Liquidity Facility Provider and, after such delivery, the Tender Agent shall hold such funds exclusively for the benefit of the Holders tendering such Series 2024B Bonds.

The Tender Agent shall deposit all moneys delivered to it by the Borrower for the purchase of Series 2024B Bonds into the Borrower’s Account.

Moneys in the Purchase Fund shall not be commingled with other funds held by the Tender Agent and shall remain uninvested. Neither the Authority nor the Borrower shall have any right, title or interest in or to any moneys held in the Purchase Fund.

(B) *Payment of Purchase Price.* At or before 3:00 p.m., New York time, on the Purchase Date or Mandatory Purchase Date and upon receipt by the Tender Agent of the aggregate Purchase Price of the tendered Series 2024B Bonds, the Tender Agent shall pay the Purchase Price of such Series 2024B Bonds to the Holders by bank wire transfer in immediately available funds. As long as the Series 2024B Bonds to be purchased are in the R-FLOATs Rate Mode, the only source of funds for the payment of the Purchase Price thereof will be the proceeds of the remarketing, if any, of such Series 2024B Bonds. The Tender Agent shall pay the Purchase Price from the following accounts and in the following order of priority: (1) the Remarketing Proceeds Account (excluding any funds received from a remarketing to the Obligated Group) to the extent funds are available therein, (2) in the case of Eligible Bonds in any Eligible Moneys Mode supported by a Liquidity Facility, the Liquidity Facility Deposit Account and (3) the Borrower’s Account. The Tender Agent may assume that a Series 2024B Bond is an Eligible Bond unless it has actual knowledge to the contrary. If at close of business New York time on any Purchase Date or Mandatory Purchase Date any balance remains in the Liquidity Facility Deposit Account in excess of any unsatisfied purchase obligation, such excess shall be promptly returned to the Liquidity Facility Provider.

(C) *Inadequate Funds for Tenders.* (1) If the funds available for purchases of Eligible Bonds pursuant to this Article V are inadequate for the purchase of all Series 2024B Bonds tendered on any Purchase Date or Mandatory Purchase Date, no purchase shall be consummated and the Tender Agent shall, (a) return all tendered Series 2024B Bonds to the Holders thereof, (b) return all moneys deposited in the Remarketing Proceeds Account to the Remarketing Agent for return to the Persons providing such moneys, and (c) return all moneys deposited in the Liquidity Facility Deposit Account to the Liquidity Facility Provider. If the Series 2024B Bonds that were tendered were in a Term Rate Mode, such Series 2024B Bonds shall automatically convert to the Weekly Mode as provided in Section 207(E). If the Series 2024B Bonds that were tendered were in a R-FLOATs Rate Mode, such Series 2024B Bonds shall automatically convert to the R-FLOATs Weekly Period as provided in Section 211(C).

(2) All such tendered Series 2024B Bonds shall bear interest at the Maximum Rate during the period of time from and including the applicable Purchase Date or Mandatory Purchase Date to (but not including) the date that the Purchase Price of all such tendered Bonds has been paid to the owners thereof (the “*Delayed Remarketing Period*”).

(3) During the Delayed Remarketing Period, the Borrower may direct the conversion of the tendered Bonds to a different Mode in accordance with the applicable provisions of Article II hereof. Notwithstanding the applicable notice provisions of Article II to the contrary, the Bond Trustee shall give five Business Days’ notice of such conversion to the Holders of the Series 2024B Bonds to be converted.

(4) Subject to the terms of the Remarketing Agreement, the Remarketing Agent shall continue to use its best efforts to remarket all of the tendered Bonds.

(5) During the Delayed Remarketing Period, the Bond Trustee shall, upon direction of the Borrower, apply amounts on deposit in the Redemption Fund to the redemption of such tendered Bonds, in whole or in part on any Business Day during the Delayed Remarketing Period, at a redemption price equal to the principal amount thereof, together with interest accrued thereon to the date fixed for redemption, without premium. Notwithstanding Section 501 to the contrary, the Bond Trustee shall give five Business Days’ notice of such redemption to the Holders of the Series 2024B Bonds to be redeemed.

(6) During the Delayed Remarketing Period, interest on such tendered Bonds shall be paid to the Holders thereof, (a) on the first Business Day of each calendar month occurring during the Delayed Remarketing Period and (b) on the last day of the Delayed Remarketing Period.

(D) *Delivery of Bonds by Tendering Bondholders; Undelivered Bonds Deemed Purchased.* All Series 2024B Bonds to be purchased on any date shall be required to be delivered to the designated office of the Tender Agent at or before 12:00 Noon, New York time, on such Purchase Date or Mandatory Purchase Date. If the Holder of any Series 2024B Bond (or portion thereof) that is subject to purchase pursuant to this Article V fails to deliver such Series 2024B Bond to the Tender Agent for purchase on the Purchase Date or Mandatory Purchase Date, and if the Tender Agent is in receipt of the Purchase Price therefor, such Series 2024B Bond (or portion thereof) shall nevertheless be deemed tendered and purchased on the day fixed for purchase thereof

and ownership of such Series 2024B Bond (or portion thereof) shall be transferred to the purchaser thereof as provided in subsection (E) below. Any Holder who fails to deliver such Series 2024B Bond for purchase shall have no further rights thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Series 2024B Bond to the Tender Agent. The Tender Agent shall, as to any tendered Series 2024B Bonds that have not been delivered to it: (1) promptly notify the Remarketing Agent of such nondelivery; and (2) instruct the Bond Trustee to place a stop transfer against an appropriate amount of Series 2024B Bonds of the maturity involved registered in the name of such Holder(s) on the Bond Register. The Bond Trustee shall place such stop(s) commencing with the lowest serial number Series 2024B Bond registered in the name of such Holder(s) until stop transfers have been placed against an appropriate amount of Series 2024B Bonds of the maturity involved until the appropriate tendered Series 2024B Bonds are delivered to the Tender Agent who shall deliver such Series 2024B Bonds to the Bond Trustee. Upon such delivery, the Bond Trustee shall make any necessary adjustments to the Bond Register.

(E) *Delivery of Bonds to Purchasers.* As long as the Series 2024B Bonds are held under the book-entry system of DTC, all tenders and deliveries of Series 2024B Bonds will be accomplished under the procedures of DTC. Otherwise, on the Purchase Date or Mandatory Purchase Date, the Tender Agent shall direct the Bond Trustee to execute and deliver all Series 2024B Bonds purchased on any Purchase Date or Mandatory Purchase Date as follows: (1) Series 2024B Bonds purchased and remarketed by the Remarketing Agent shall be registered and made available to the Remarketing Agent by 2:30 p.m., New York time, in accordance with the instructions of the Remarketing Agent; (2) Series 2024B Bonds purchased with amounts paid by or on behalf of the Liquidity Facility Provider shall be registered and made available in the name of or as directed in writing by the Liquidity Facility Provider on or before 2:30 p.m., New York time, and become Liquidity Facility Bonds; and (3) Series 2024B Bonds purchased with amounts paid by or on behalf of the Borrower shall be registered and made available in the name of or as directed in writing by the Borrower on or before 2:30 p.m., New York time. Notwithstanding the foregoing, the Tender Agent shall not deliver any such Series 2024B Bonds unless the Liquidity Facility Provider (if any) has received immediately available funds equal to the principal amount of and accrued interest on such Series 2024B Bonds remarketed by the Remarketing Agent (prior to a conversion of all Series 2024B Bonds to Indexed Mode, Term Mode or Fixed Rate Mode) and the Tender Agent has confirmed with such Liquidity Facility Provider that the amount available for the purchase of Series 2024B Bonds is at least equal to the Required Stated Amount.

(F) *No Purchases or Sales in Certain Circumstances.* Anything in this Bond Indenture to the contrary notwithstanding, if (i) there shall have occurred and be continuing an Event of Default as described in Section 702(a) or (b), or (ii) any conditions set forth in the Remarketing Agreement to the performance of the Remarketing Agent’s obligation thereunder to remarket tendered Series 2024B Bonds shall not have been satisfied, then the Remarketing Agent shall not remarket any Series 2024B Bonds.

(G) *No Remarketing to the Authority, the Borrower, etc.* The Remarketing Agent shall not remarket, pursuant to the Remarketing Agreement, any Series 2024B Bonds in an Eligible Moneys Mode supported by a Liquidity Facility to the Authority, the Borrower, any Benefited Affiliate, any other Member of the Obligated Group or any Affiliate of any of the foregoing except to the extent that the purchase price therefore is paid with Eligible Moneys.

(H) *Liquidity Facility Bonds.* The Remarketing Agent shall exercise on an ongoing basis its best efforts to remarket Liquidity Facility Bonds at a price equal to 100% of the principal amount thereof to the extent and subject to the conditions set forth herein and in the Remarketing Agreement. By 10:00 a.m., New York time, on the Liquidity Facility Bond Sale Date, the Remarketing Agent shall notify the Liquidity Facility Provider, the Borrower and the Bond Trustee of the information set forth in Section 509(B)(1) herein, and the Remarketing Agent shall deliver, or cause to be delivered, to the Bond Trustee immediately available funds in an amount equal to the principal amount of such remarketed Liquidity Facility Bonds and the Borrower shall deliver to the Bond Trustee in immediately available funds an amount equal to the accrued interest thereon (collectively, the “*Placement Price*”) against receipt of registered Series 2024B Bonds.

In addition to all other requirements to be met before the remarketing of Liquidity Facility Bonds, the Remarketing Agent shall not remarket any Liquidity Facility Bonds unless the Bond Trustee shall have received (a) if the Series 2024B Bonds have become Liquidity Facility Bonds as a result of a Termination Date, a Favorable Opinion of Bond Counsel to the effect that the remarketing of the Liquidity Facility Bonds will not have an adverse effect on any exclusion from gross income for federal income tax purposes to which interest on the Series 2024B Bonds would otherwise be entitled or the validity or enforceability of any Series 2024B Bonds, and (b) if the Series 2024B Bonds are in any Eligible Moneys Mode supported by a Liquidity Facility, written notice from the Liquidity Facility Provider that the Liquidity Facility has been reinstated to the Required Stated Amount or, if the Series 2024B Bonds will bear interest at Fixed Rates, a copy of the underwriting agreement with the purchaser of the Series 2024B Bonds.

The Bond Trustee shall take such actions as are necessary to cause the Liquidity Facility Provider to be reflected as the beneficial owner of Liquidity Facility Bonds in the records of DTC, including, if requested by the Liquidity Facility Provider, the assignment of separate CUSIP numbers for such Liquidity Facility Bonds.

(I) *Occurrence of Automatic Termination Event or Suspension Event.*

(1) Upon the occurrence of an Automatic Termination Event, the Liquidity Facility then in place and the obligation of the Liquidity Facility Provider to purchase Series 2024B Bonds pursuant thereto shall automatically and immediately terminate without notice.

(2) Upon the occurrence of a Suspension Event, the obligation of the Liquidity Facility Provider to purchase Series 2024B Bonds pursuant to the Liquidity Facility shall automatically and immediately be suspended without notice.

(J) *R-FLOATs Bonds During any Non-Remarketing Period.* The provisions of this Section 510 shall not apply to the Series 2024B Bonds in the R-FLOATs Rate Mode during any R-FLOATs Special Non-Remarketing Period.

Section 511. *The Remarketing Agent.* (A) During any Mode other than the Indexed Mode and the Fixed Rate Mode, a Remarketing Agent shall be appointed by the Borrower, subject to the conditions contained herein, and shall serve as such under the terms and provisions hereof. The Remarketing Agent and each successor Remarketing Agent, if any, including the initial

Remarketing Agent, appointed in accordance with this Bond Indenture shall designate its principal office and signify its acceptance of the duties and obligations imposed upon it as described herein by executing a Remarketing Agreement delivered to the Authority, the Bond Trustee, the Credit Facility Provider (if any), the Tender Agent, and the Borrower, under which the Remarketing Agent (subject to subsection (B) below) will agree particularly:

(1) to hold all moneys delivered to it hereunder for the purchase of Series 2024B Bonds for the exclusive benefit of the Person or Persons that shall have so delivered such moneys until the Series 2024B Bonds purchased with such moneys shall have been delivered to or for the account of such Person or Persons;

(2) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Borrower, the Authority, the Bond Trustee, the Tender Agent, the Liquidity Facility Provider and the Credit Facility Provider at all reasonable times;

(3) to determine the Daily Rate, the Weekly Rate, the Commercial Paper Rate, the Term Rate, the Indexed Rate, the Fixed Rates and the R-FLOATs Rates and give notice of such rates in accordance with Article II hereof;

(4) to use its best efforts to find purchasers for the Series 2024B Bonds tendered for purchase, any such sale to be made at the Purchase Price in accordance with the terms of this Bond Indenture;

(5) except as herein otherwise provided, not to sell Series 2024B Bonds in an Eligible Moneys Mode supported by a Liquidity Facility to the Authority, the Borrower, any Benefited Affiliate, any other Member of the Obligated Group or any Affiliate of any of the foregoing except to the extent that the purchase price therefore is paid with Eligible Moneys; and

(6) to deliver to the Tender Agent all Series 2024B Bonds held by it in accordance with the terms of this Bond Indenture and the Remarketing Agreement.

(B) One or more firms may serve as co-Remarketing Agent hereunder provided that each co-Remarketing Agent satisfies the requirements of Section 512. If co-Remarketing Agents have been appointed and are performing the duties of Remarketing Agent hereunder, all references herein to the Remarketing Agent shall be deemed to refer to all the Remarketing Agents acting jointly; provided that the Remarketing Agreement may provide that one firm may perform certain specified duties hereunder in its sole capacity.

(C) The Remarketing Agent may in good faith hold the Series 2024B Bonds or any other form of indebtedness issued by the Authority or any security issued by the Borrower; own, accept or negotiate any drafts, bills of exchange, acceptances or obligations thereof; and make disbursements therefor and enter into any commercial or business arrangement therewith; all without any liability on the part of the Remarketing Agent for any real or apparent conflict of interest by reason of any such actions.

Section 512. Qualifications of Remarketing Agent.

(A) The Remarketing Agent shall be authorized by law to perform all the duties imposed upon it. The Remarketing Agent may at any time resign and be discharged of the duties and obligations described in this Bond Indenture by giving at least 30 days' notice to the Borrower, the Authority, the Bond Trustee, the Tender Agent, the Liquidity Facility Provider, the Credit Facility Provider and each Rating Agency then rating the Series 2024B Bonds. Successor Remarketing Agents may be appointed from time to time by the Borrower if not objected to by the Authority or the Liquidity Facility Provider. The Remarketing Agent may be removed upon 30 days' notice upon the Written Request of the Borrower, upon written notice to the Remarketing Agent, the Authority, the Bond Trustee, the Tender Agent, the Liquidity Facility Provider and the Credit Facility Provider, so long as a successor Remarketing Agent shall have assumed the duties thereof by the effective date of such removal. No removal or resignation of the Remarketing Agent shall be permitted until a successor has been appointed in accordance with the provisions hereof; provided, however, if by the 60th day subsequent to the notice of resignation or removal of the Remarketing Agent no successor has been appointed, the Remarketing Agent may resign.

(B) Notwithstanding any other provision to the contrary contained herein, any corporation or association into which the Remarketing Agent may be converted or merged, or with which it may be consolidated, or to which it may be consolidated, or to which it may sell or transfer its marketing business and assets as a whole or substantially as a whole, shall become successor Remarketing Agent hereunder and fully vested with all of the rights, powers, trusts, duties and obligations of Remarketing Agent hereunder, without the execution or filing of any instrument or any further act.

Section 513. The Tender Agent.

(A) The Tender Agent shall be appointed by the Authority and shall serve as such under the terms and provisions hereof. The Tender Agent and each successor Tender Agent appointed in accordance with this Bond Indenture shall designate its principal corporate office and signify its acceptance of the duties and obligations imposed upon it as described herein by a written instrument of acceptance delivered to the Authority, the Bond Trustee and the Borrower under which each Tender Agent will agree, particularly:

(1) to hold all Series 2024B Bonds delivered to it for purchase hereunder in trust for the exclusive benefit of the respective Holders that shall have so delivered such Series 2024B Bonds until moneys representing the Purchase Price of such Series 2024B Bonds shall have been delivered to or for the account of or to the order of such Holders;

(2) to hold all moneys delivered to it hereunder for the purchase of Series 2024B Bonds in trust for the exclusive benefit of the Person that shall have so delivered such moneys until the Series 2024B Bonds purchased with such moneys shall have been delivered to it for the account of such Person and, thereafter, for the benefit of the Holders tendering such Series 2024B Bonds;

(3) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Borrower, the

Authority, the Bond Trustee, the Remarketing Agent, the Liquidity Facility Provider and Credit Facility Provider at all reasonable times; and

(4) for any Series 2024B Bonds in the Commercial Paper Mode, the Tender Agent shall assign such CUSIP numbers to the Series 2024B Bonds on each Rate Determination Date as provided in Section 205.

(B) If and to the extent required by the terms of any Liquidity Facility, the Tender Agent is authorized and directed to execute such Liquidity Facility. The Tender Agent shall be entitled to the protections, indemnities, immunities and limitations from liability afforded the Bond Trustee hereunder in the performance of its duties.

Section 514. Qualifications of Tender Agent. (A) The Tender Agent and each successor Tender Agent shall be a commercial bank with trust powers or trust company duly organized under the laws of the United States of America or any state or territory thereof, and authorized by law to perform all duties imposed upon it hereunder. The Tender Agent shall have an office, affiliate office or agency in New York, New York. The Tender Agent may at any time resign and be discharged of its duties and obligations by giving at least 60 days' notice to the Authority, the Bond Trustee, the Remarketing Agent, the Liquidity Facility Provider, the Credit Facility Provider, all Holders of Series 2024B Bonds then Outstanding and the Borrower. Any Tender Agent may be removed at any time by the Authority upon the Written Request of the Borrower and notice to the Bond Trustee, the Remarketing Agent, the Liquidity Facility Provider, and each Rating Agency then rating the Series 2024B Bonds. Any resignation or removal of the Tender Agent and appointment of a successor Tender Agent shall become effective upon acceptance of appointment by the successor Tender Agent. Successor Tender Agents may be appointed from time to time by the Borrower if not objected to by the Authority or the Liquidity Facility Provider (if any). If no successor Tender Agent shall have been so appointed and accepted appointment within sixty (60) days of such resignation or removal in the manner herein provided, the Tender Agent or Holders of not less than a majority in aggregate principal amount of the Series 2024B Bonds then outstanding may petition any court of competent jurisdiction for the appointment of a successor Tender Agent until a successor shall have been appointed as above provided. The Bond Trustee shall provide notice of such successor Tender Agent to all Holders of the Series 2024B Bonds.

(B) Upon the resignation or removal of a Tender Agent, such Tender Agent shall deliver any Series 2024B Bonds, the Liquidity Facility (if the Tender Agent is the beneficiary under the Liquidity Facility) and moneys held by it in such capacity to its successor.

(C) Notwithstanding any other provision to the contrary contained herein, any corporation or association into which the Tender Agent may be converted or merged, or with which it may be consolidated, or to which it may be consolidated, or to which it may sell or transfer its municipal corporate trust business and assets as a whole or substantially as a whole, shall become successor Tender Agent hereunder and fully vested with all of the rights, powers, trusts, duties and obligations of Tender Agent hereunder, without the execution or filing of any instrument or any further act.

ARTICLE VI

GENERAL COVENANTS

Section 601. Payment of Principal, Premium, If Any, and Interest. Subject to the limited source of payment hereinafter referred to, the Authority covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Bond Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Series 2024B Bonds are payable solely from (i) payments or prepayments by the Borrower upon the Loan, (ii) payments under the Loan Agreement (except pursuant to Unassigned Rights), (iii) certain funds and investments held by the Bond Trustee under this Bond Indenture and (iv) under certain circumstances, certain proceeds of insurance or condemnation awards or sales consummated under threat of condemnation, and income from investment of any of the foregoing, all of which are hereby specifically assigned and pledged to the payment of the Series 2024B Bonds in the manner and to the extent herein specified, and nothing in the Series 2024B Bonds or in this Bond Indenture shall be considered as assigning or pledging any funds or assets of the Authority (except the moneys, the Loan Agreement and the 2024-3 Master Indenture Obligation pledged under this Bond Indenture and then only to the extent herein provided).

Section 602. Performance of Covenants; Legal Authorization. The Authority covenants that it will faithfully perform on its part at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; provided, however, that except for the matters set forth in any documents relating to payment of the Series 2024B Bonds, the Authority shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Borrower or by the Bond Trustee, or shall have received the instrument to be executed and at the option of the Authority shall have received from the party requesting such action or execution assurance satisfactory to the Authority that the Authority shall be reimbursed for its reasonable expenses, including legal counsel fees, incurred or to be incurred in connection with taking such action or executing such instrument. The Authority covenants that it is duly authorized under the Constitution and the laws of the State, including particularly the Act and the Final Bond Resolution to issue the Series 2024B Bonds authorized hereby and to execute this Bond Indenture, to grant the security interest herein provided, to assign and pledge the Loan Agreement and the 2024-3 Master Indenture Obligation (except as otherwise provided herein) and to assign and pledge the amounts hereby assigned and pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Series 2024B Bonds and the execution and delivery of this Bond Indenture has been duly and effectively taken, and that the Series 2024B Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Authority according to the terms thereof and hereof. Anything contained in this Bond Indenture to the contrary notwithstanding, it is hereby understood that none of the covenants of the Authority contained in this Bond Indenture are intended to create a general obligation of the Authority.

Section 603. Instruments of Further Assurance. The Authority represents that the pledge and assignment of the Loan Agreement and the 2024-3 Master Indenture Obligation (other than Unassigned Rights) to the Bond Trustee hereby made is valid and lawful. The Authority covenants

that it will defend its interest in the trust estate and the assignment thereof to the Bond Trustee, for the benefit of the holders and owners of the Series 2024B Bonds, against the claims and demands of all persons whomsoever. The Authority covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Bond Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Bond Trustee, the Loan Agreement, the 2024-3 Master Indenture Obligation and all payments thereon and thereunder (except pursuant to Unassigned Rights) pledged hereby to the payment of the principal of, premium, if any, and interest on the Series 2024B Bonds.

Section 604. Recording and Filing. In order to perfect the security interest of the Bond Trustee in the trust estate, the Authority, to the extent permitted by law, will execute such security agreements or financing statements, naming the Bond Trustee as assignee and pledgee of the trust estate assigned and pledged under this Bond Indenture for the payment of the principal of, premium, if any, and interest on the Series 2024B Bonds and as otherwise provided herein, and the Borrower will cause the same to be duly filed and recorded, as the case may be, in the appropriate State and county offices as required by the provisions of the Uniform Commercial Code or other similar law as adopted in the State, as from time to time amended. To continue the security interest evidenced by such security agreements or financing statements, the Bond Trustee, solely with respect to security agreements or financing statements for which it is the debtor or assignee of the debtor and filed copies of which have been provided to the Bond Trustee, at the sole expense of the Borrower, shall file and record or cause to be filed and recorded such necessary continuation statements or supplements thereto and other instruments from time to time as may be required pursuant to the provisions of the said Uniform Commercial Code or other similar law to fully preserve and protect the security interest of the Bond Trustee in the trust estate. The Authority, to the extent permitted by law, at the expense of the Borrower, shall execute and cause to be executed any and all further instruments as shall be reasonably required by the Bond Trustee for such protection and perfection of the interests of the Bond Trustee or the registered owners, and the Bond Trustee shall file and refile or cause to be filed and refilled such instruments which shall be necessary to preserve and perfect the lien of this Bond Indenture upon the trust estate until the principal of, premium, if any, and interest on the Series 2024B Bonds issued hereunder shall have been paid or provision for their payment shall be made as herein provided.

Notwithstanding anything to the contrary contained herein, the Bond Trustee shall not be responsible for any initial filings of any financings statements, continuation statements, or the information contained therein (including the exhibits thereto), the perfection of any such security interests or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings required by any amendments to applicable law, and unless the Bond Trustee shall have been notified by the Borrower or the Authority that any such initial filing or description of collateral was or has become defective, the Bond Trustee shall be fully protected in relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto and in filing any continuation statements in the same filing offices as the initial filings were made.

Section 605. Required Reporting to the Authority. The Bond Trustee shall keep, or cause to be kept, proper books of records and accounts in which complete and accurate entries shall be made of all funds and accounts established by or pursuant to this Bond Indenture, which shall at

all reasonable times be subject to the inspection by the Authority, or owners (or a designated representative thereof).

Section 606. Bond Register. The Bond Trustee shall keep the Bond Register on file at its office. At reasonable times and under reasonable regulations established by the Bond Trustee, the Bond Register may be inspected and copied by the Borrower, the Authority or the authorized representative of any holder or holders of ten percent (10%) or more in principal amount of the Series 2024B Bonds outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Bond Trustee.

Section 607. Rights under the Loan Agreement and the 2024-3 Master Indenture Obligation. The Authority agrees that the Bond Trustee in its own name or in the name of the Authority may enforce all rights of the Authority and all obligations of the Borrower under and pursuant to the Loan Agreement for and on behalf of the Bondholders (other than the Unassigned Rights), whether or not the Authority is in default hereunder. The Bond Trustee shall be considered the holder of the 2024-3 Master Indenture Obligation for the purposes of the provisions of the Master Indenture.

Section 608. Designation of Additional Paying Agents. The Authority with the consent of the Borrower (which consent shall not unreasonably be withheld) may cause the necessary arrangements to be made through the Bond Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of such of the Series 2024B Bonds as shall be presented when due at the designated corporate trust office of the Bond Trustee, or its successor in trust hereunder, or at the designated office of said alternate Paying Agents. Any Paying Agent shall be a commercial bank with trust powers or trust company duly organized under the laws of the United States of America or any state or territory thereof, and authorized by law to perform all duties imposed upon it hereunder. The Paying Agent shall have an office, affiliate office or agency in New York, New York. The Paying Agent may at any time resign and be discharged of its duties and obligations by giving at least 60 days' notice to the Authority, the Bond Trustee, the Remarketing Agent, the Liquidity Facility Provider, the Tender Agent, the Credit Facility Provider, all Holders of Series 2024B Bonds then Outstanding and the Borrower. Any Paying Agent may be removed at any time by the Authority upon the Written Request of the Borrower and notice to the Bond Trustee, the Remarketing Agent, the Liquidity Facility Provider, the Tender Agent and each Rating Agency then rating the Series 2024B Bonds. Any resignation or removal of a Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent. Any Paying Agent and each successor Paying Agent appointed in accordance with this Bond Indenture shall designate its principal corporate office and signify its acceptance of the duties and obligations imposed upon it as described herein by a written instrument of acceptance delivered to the Authority, the Bond Trustee and the Borrower.

Section 609. Liquidity Facility; Substitute Liquidity Facility. Pursuant to Section 9.4 of the Loan Agreement, the Borrower may elect to maintain a Liquidity Facility or Substitute Liquidity Facility in certain circumstances. The Bond Trustee shall have the obligation to hold and maintain or cause the Tender Agent to hold and maintain any Liquidity Facility or Substitute Liquidity Facility for the benefit of the owners of the Series 2024B Bonds entitled to the benefits thereof until it terminates in accordance with its terms.

If at any time during the term of any Liquidity Facility or Substitute Liquidity Facility, the Bond Trustee is acting as Tender Agent and any successor Bond Trustee shall be appointed and qualified under this Bond Indenture, the resigning Bond Trustee shall request that the provider of the Liquidity Facility or Substitute Liquidity Facility transfer it or provide a copy of it to the successor Bond Trustee. If the resigning Bond Trustee fails to make this request, the successor Bond Trustee shall do so or cause the Tender Agent to hold and maintain before accepting appointment. If at any time during the term of any Liquidity Facility or Substitute Liquidity Facility any successor Tender Agent shall be appointed and qualified under this Bond Indenture, the Bond Trustee shall cause the resigning Tender Agent to request that the provider of the Liquidity Facility or Substitute Liquidity Facility transfer it (or provide a copy of it, as applicable) to the successor Tender Agent. If the resigning Tender Agent fails to make this request, the Bond Trustee shall cause the successor Tender Agent to do so before accepting appointment.

When any Liquidity Facility or Substitute Liquidity Facility expires in accordance with its terms, the Bond Trustee shall, or shall cause the Tender Agent to immediately surrender it to the provider thereof or return any copy thereof to the Borrower, as applicable. Upon the effective date of the Substitute Liquidity Facility, the Bond Trustee or Tender Agent, as applicable, shall surrender the Liquidity Facility previously in effect to the Liquidity Facility Provider which issued it or return any copy thereof to the Borrower, as applicable; provided, however, that the Bond Trustee or Tender Agent, as applicable, shall not surrender the Liquidity Facility if any draws thereon have not been paid.

Section 610. Credit Facility and Renewal Credit Facility.

(A) *Credit Facility*. Pursuant to Section 9.5 of the Loan Agreement, the Borrower may elect to provide a Credit Facility when the Series 2024B Bonds are in an Eligible Moneys Mode. The Bond Trustee shall have the obligation to hold and maintain any Credit Facility so provided for the benefit of the owners of the Series 2024B Bonds until such Credit Facility terminates in accordance with its terms. The Series 2024B Bonds shall be initially issued without the support of a Credit Facility.

If at any time during the term of a Credit Facility any successor Bond Trustee shall be appointed and qualified under this Bond Indenture, the resigning Bond Trustee shall request that the Credit Facility Provider transfer the Credit Facility to the successor Bond Trustee. If the resigning Bond Trustee fails to make this request, the successor Bond Trustee shall do so before accepting appointment. When a Credit Facility expires in accordance with its terms, the Bond Trustee shall immediately surrender it to the Credit Facility Provider.

(B) *Renewal Credit Facility*. The Borrower may, subject to the provisions of the Reimbursement Agreement, at least 15 days prior to the expiration date of an existing Credit Facility arrange for the deposit with the Bond Trustee of a Renewal Credit Facility in substitution for the existing Credit Facility. In connection with such renewal, the Bond Trustee shall also receive an opinion of counsel for the Credit Facility Provider issuing the Renewal Credit Facility in substantially the form of the opinion as to the due authorization, execution, delivery and enforceability of the existing Credit Facility delivered to the Bond Trustee upon issuance of the existing Credit Facility; provided, however, no such opinion shall be required if the Renewal Credit Facility only extends the expiration date of the Credit Facility being renewed. Upon

delivery of a Renewal Credit Facility, the Bond Trustee shall promptly give written notice by first class mail, postage prepaid, to the owners of the Series 2024B Bonds that a Renewal Credit Facility and, if applicable, a renewal Reimbursement Agreement will secure the Series 2024B Bonds.

Section 611. Substitute Credit Facility.

(a) The Borrower may, subject to the provisions of the Reimbursement Agreement, at any time arrange for the deposit with the Bond Trustee of a Substitute Credit Facility in substitution for an existing Credit Facility. The Borrower shall cause a draft of such Substitute Credit Facility, a draft, if applicable, of the related substitute Reimbursement Agreement, a draft of any supplemental bond indenture required to be executed in connection with the delivery of the Substitute Credit Facility and appropriate information concerning the Credit Facility Provider which will issue such Substitute Credit Facility have been submitted to the Authority and the Bond Trustee at least 20 days prior to the date such Substitute Credit Facility is to become effective, and appropriate information concerning the Credit Facility Provider which will issue the Substitute Credit Facility has been submitted to each Rating Agency then maintaining a rating on the Series 2024B Bonds.

(b) The Bond Trustee shall give notice to the owners of the Series 2024B Bonds not later than 10 days prior to such substitution becoming effective that (i) the Credit Facility is being replaced by such Substitute Credit Facility, and (ii) the Series 2024B Bonds are required to be tendered for purchase in accordance with Section 508 hereof.

(c) Upon the effective date of the Substitute Credit Facility, the Bond Trustee shall surrender the Credit Facility previously in effect to the Credit Facility Provider which issued it; provided, however, that the Bond Trustee shall not surrender the Credit Facility if any draws thereon have not been paid.

Section 612. Release and Substitution of 2024-3 Master Indenture Obligation upon Delivery of Replacement Master Indenture. At the option of the Borrower and without the consent of any Holders, the Master Indenture, shall, upon the delivery of a Replacement Master Indenture upon the terms and conditions set forth in Section 7.03 of the Master Indenture, be replaced with a Replacement Master Indenture.

Upon satisfaction of such conditions (i) the 2024-3 Master Indenture Obligation shall be deemed to be a note or obligation issued under and entitled to the security and benefits of the Replacement Master Indenture without the necessity of any amendment, exchange or replacement of the 2024-3 Master Indenture Obligation, unless and until the 2024-3 Master Indenture Obligation is exchanged for or replaced with a note or obligation issued under and entitled to the benefits of the Replacement Master Indenture in accordance with the terms and conditions of the Replacement Master Indenture; (ii) references herein, in the Loan Agreement and in the Series 2024B Bonds to the Master Indenture shall become references to the Replacement Master Indenture; (iii) references herein, in the Loan Agreement and in the Series 2024B Bonds to the Master Trustee shall become references to the replacement master trustee under the Replacement Master Indenture; (iv) references herein, in the Loan Agreement and in the Series 2024B Bonds to the Obligated Group Members shall become references to the obligated group and the members

of the obligated group under the Replacement Master Indenture; and (v) references herein, in the Loan Agreement and in the Series 2024B Bonds to the Supplement No. 14 shall become references to the supplemental master indenture, if any, pursuant to which any substitute 2024-2 Master Indenture Obligation shall be issued.

ARTICLE VII

REMEDIES

Section 701. Extension of Payment; Penalty. In case the time for the payment of the principal of or the interest on any Bonds shall be extended, whether or not such extension be by or with the consent of the Authority, such principal or such interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Bond Indenture except subject to the prior payment in full of the principal of all Bonds then outstanding and of all interest thereon, the time for the payment of which shall not have been extended.

Section 702. Events of Default. Each of the following events is hereby declared an “event of default,” that is to say, if:

(a) payment of any installment of interest payable on any of the Series 2024B Bonds shall not be made when the same shall become due and payable; or

(b) payment of the principal of or the premium, if any, payable on any of the Series 2024B Bonds shall not be made when the same shall become due and payable, either at maturity, by proceedings for redemption, upon acceleration, through failure to make any payment to any fund hereunder or otherwise; or

(c) payment of any amount due in respect of the Purchase Price of tendered Bonds shall not be made from any source (including the Borrower) when the same shall become due and payable (other than with respect to Bonds in the R-FLOATs Rate Mode); or

(d) the Authority shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(e) an order or decree shall be entered, appointing a receiver, receivers, custodian or custodians for any of the revenues of the Authority, or approving a petition filed against the Authority seeking reorganization of the Authority under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the Authority, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof; or

(f) any proceeding shall be instituted, with the consent or acquiescence of the Authority, or any plan shall be entered into by the Authority, for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting the

claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from any part or all of the trust estate, including the revenues and other moneys derived by the Authority under the 2024-3 Master Indenture Obligation or the Loan Agreement; or

(g) the Authority (1) files a petition in bankruptcy or under Title 11 of the United States Code, as amended, (2) makes an assignment for the benefit of its creditors, (3) consents to the appointment of a receiver, custodian or trustee for itself or for the whole or any part of the trust estate, including the revenues and other moneys derived by the Authority under the 2024-3 Master Indenture Obligation or the Loan Agreement, or (4) is generally not paying its debts as such debts become due; or

(h) (1) the Authority is adjudged insolvent by a court of competent jurisdiction, (2) on a petition in bankruptcy filed against the Authority it is adjudged as bankrupt, or (3) an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Authority, a receiver, custodian or trustee of the Authority or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(i) the Authority shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(j) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property, and such custody or control shall not be terminated within thirty days from the date of assumption of such custody or control; or

(k) any event of default as defined in the Loan Agreement or in the 2024-3 Master Indenture Obligation shall occur and be continuing from and after the date the Authority is entitled under the Loan Agreement to request that the Master Trustee declare the 2024-3 Master Indenture Obligation to be immediately due and payable, or such event of default shall be continuing from and after the date on which the Master Trustee is entitled under the Master Indenture to declare the 2024-3 Master Indenture Obligation immediately due and payable, or the Master Trustee shall declare the 2024-3 Master Indenture Obligation immediately due and payable; or

(l) the Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Series 2024B Bonds or in this Bond Indenture or any agreement supplemental hereto to be performed on the part of the Authority, and such default shall continue for the period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority and the Borrower by the Bond Trustee which notice the Bond Trustee may give in its discretion and must give at the written request of the owners of not less than a majority in aggregate principal amount of the Series 2024B Bonds then Outstanding hereunder exclusive of Bonds then owned by the Authority or any Member;

provided that, if such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured, the failure of the Authority to remedy such default within such 30 day period shall not constitute a default hereunder if the Authority shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch and the same shall in all events be cured within 60 days after written notice thereof from the Bond Trustee to the Authority and the Borrower; or

(m) during any Bank Rate Period, the Bond Trustee receives written notice from the Purchaser to the effect that an event of default has occurred under the Continuing Covenant Agreement which notice may include a direction to accelerate the Series 2024B Bonds.

Upon request, the Authority or the Borrower, to the extent applicable, shall within the applicable period furnish to the Bond Trustee a certificate certifying that the applicable default set forth in (l) above is such that it cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured and that the Authority or the Borrower, as applicable, is using commercially reasonable efforts after receipt of such notice to commence with due diligence and dispatch the curing of such default and having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch and the same in all events be cured within 60 days after written notice thereof Bond Trustee to the Authority and the Borrower. The Authority or the Borrower, as applicable shall notify the Bond Trustee when such default has been corrected. The Bond Trustee shall be entitled to rely upon any such certificates given pursuant to this Section.

Subject to the provisions of the last paragraph of Section 402 hereof, the Bond Trustee shall give the Borrower Immediate Notice of any failure of the Borrower to pay any installment of interest, principal or premium on the Master Note or any other payment required by Section 7.1 or Section 7.2 of the Loan Agreement on the date when the same shall become due and payable, whether upon a scheduled Interest Payment Date, at the Maturity Date, upon any date fixed for prepayment, by acceleration or otherwise.

Written notice of the occurrence of the foregoing events of default and the continuation of the same for the period, if any, specified in said paragraphs, shall be given by the Bond Trustee to the Credit Facility Provider.

Section 703. Acceleration. (A) Upon the happening of any event of default hereunder, the Bond Trustee:

(i) may, with the prior written consent of the Credit Facility Provider (if any) or the Purchaser (if any) or with the prior written consent of the holders of not less than a majority in aggregate principal amount of the Series 2024B Bonds then Outstanding hereunder (including, without limitation, Liquidity Facility Bonds), if no Credit Facility Provider or Purchaser, with respect to the occurrence of an event of default specified in Sections 702(c) through (l); and

(ii) must

(a) with respect to the occurrence of an event of default specified in Section 702(a) or (b) and with the prior written consent of the Credit Facility Provider (if any) or the Purchaser (if any), or with the prior written consent of the holders of not less than a majority in aggregate principal amount of the Series 2024B Bonds then Outstanding hereunder (including, without limitation, Liquidity Facility Bonds), if no Credit Facility Provider or Purchaser, or

(b) with respect to the occurrence of an event of default specified in Section 702(m), as directed by the Purchaser in writing, or

(c) (A) upon the prior written request of the Credit Facility Provider (if any) or the Purchaser (if any) or (B) upon the prior written request of the holders of not less than a majority in aggregate principal amount of the Series 2024B Bonds then outstanding hereunder (exclusive of Series 2024B Bonds then owned by the Authority or any Member of the Obligated Group but including Liquidity Facility Bonds) with the written consent of the Credit Facility Provider (if any) or the Purchaser (if any), with respect to the occurrence of any other event of default (other than those specified in Sections 702(a), (b) and (m)),

by notice in writing delivered to the Authority, declare the entire principal amount of the Series 2024B Bonds then outstanding hereunder and the interest accrued thereon, immediately due and payable, and the entire principal and interest shall thereupon become and be immediately due and payable, subject, however, to the provisions of Section 711 hereof with respect to waivers of events of default.

(B) Upon the happening of any Liquidity Facility Event of Default, the Bond Trustee shall, upon the written request of the Liquidity Facility Provider, by notice in writing delivered to the Authority, with a copy to the Borrower, declare the entire principal amount of the Liquidity Facility Bonds and the interest accrued thereon, immediately due and payable, and the entire principal and interest shall thereupon become and be immediately due and payable, subject, however, to the provisions of Section 711 hereof with respect to waivers of Events of Default.

(C) The Bond Trustee shall give notice thereof by first class mail, postage prepaid, to all owners of outstanding Series 2024B Bonds, the Authority, the Borrower, the Credit Facility Provider (if any) and the Liquidity Facility Provider (if any); provided, however, that the giving of such notice shall not be considered a precondition to the Bond Trustee declaring the entire principal amount of the Series 2024B Bonds then outstanding and the interest thereon immediately due and payable. So long as a Credit Facility is in effect and on deposit with the Bond Trustee, the Bond Trustee shall draw on the Credit Facility to pay principal of and interest on the Series 2024B Bonds no later than one Business Day after the date the Series 2024B Bonds are declared due and payable.

(D) Upon any acceleration under this Section 703, the Bond Trustee, as the registered owner of the Master Note, shall request an acceleration of the Master Note under the terms and conditions set forth in the Master Indenture.

Section 704. Remedies; Rights of Bondholders. Upon the occurrence of any event of default the Bond Trustee may, with the prior written consent of the Credit Facility Provider (if any) or the Purchaser (if any) or with the prior written consent of the holders of not less than a majority in aggregate principal amount of the Series 2024B Bonds then Outstanding hereunder (including, without limitation, Liquidity Facility Bonds), if no Credit Facility Provider or Purchaser, pursue any available remedy, including a suit at law or in equity to: (a) enforce the payment of the principal of, premium, if any, and interest on the Series 2024B Bonds outstanding hereunder, (b) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the owners under, and require the Authority or the Borrower to carry out any agreements with or for the benefit of the owners of Series 2024B Bonds and to perform its or their duties under, the Act, the Master Note, the Loan Agreement and this Bond Indenture, provided that any such remedy may be taken only to the extent permitted under the applicable provisions of the Loan Agreement or this Bond Indenture, as the case may be; (c) bring suit upon the Series 2024B Bonds; or (d) by action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of Series 2024B Bonds.

If an event of default shall have occurred, and if the Bond Trustee shall have been requested to do so in writing by the Credit Facility Provider (if any), by the Purchaser (if any) or by the owners of not less than a majority in aggregate principal amount of Series 2024B Bonds then outstanding (including, without limitation, Liquidity Facility Bonds), with the written consent of the Credit Facility Provider (if any) or the Purchaser (if any) and the Bond Trustee shall have been indemnified as provided in Section 801 hereof, the Bond Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section as the Bond Trustee shall deem most expedient in the interests of the owners of Series 2024B Bonds; provided, however, that the Bond Trustee shall have the right to decline to comply with any such written request or direction if the Bond Trustee shall be advised by counsel (who may be its own counsel) that the action so requested may not lawfully be taken or the Bond Trustee in good faith shall determine that such action would be unjustly prejudicial to the holders of Series 2024B Bonds not parties to such request.

Upon the occurrence of any event of default under Section 702 which gives rise to an acceleration of the maturity of the Series 2024B Bonds during any Eligible Moneys Mode supported by a Credit Facility, the Bond Trustee shall request payment under the Credit Facility, if any, of an amount which is equal to the full amount of principal and accrued interest remaining unpaid on the Eligible Bonds that are covered by the Credit Facility. All proceeds of such a draw under the Credit Facility, if any, shall be deposited in the LOC Principal Account of the Bond Sinking Fund and the LOC Interest Account of the Interest Fund, as the case may be. The Bond Trustee shall immediately pay the proceeds of such draw to the Holders of the Series 2024B Bonds and the Series 2024B Bonds shall cease to accrue interest pursuant to Section 1101 hereof.

No remedy by the terms of this Bond Indenture conferred upon or reserved to the Bond Trustee (or to the holders of Series 2024B Bonds, a Purchaser, or a Credit Facility Provider) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bond Trustee, the holders of Series 2024B Bonds, a Purchaser, or a Credit Facility Provider hereunder now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Bond Trustee, a Credit Facility Provider, a Purchaser or by the holders of Series 2024B Bonds, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

When the Bond Trustee incurs expenses or renders services after the occurrence of an act of bankruptcy with respect to the Authority, the Borrower or any Member of the Obligated Group, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 705. Direction of Proceedings by Bondholders. The Credit Facility Provider, if any, the Purchaser, if any, or the owners of not less than a majority in aggregate principal amount of Outstanding Series 2024B Bonds then outstanding (with the written consent of the Credit Facility Provider, if any, or the Purchaser, if any) shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Bond Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Bond Indenture, including the enforcement of the rights of the Authority under the Loan Agreement or the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Bond Indenture.

Section 706. Appointment of Receivers. Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bond Trustee and the holders of Bonds under this Bond Indenture, the Bond Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the rights and properties pledged hereunder and of the revenues, issues, payments and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 707. Application of Moneys. All moneys received by the Bond Trustee or by any receiver pursuant to any right given or action taken under the provisions of this Article with respect to an Event of Default shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees of, and the expenses, liabilities and advances incurred or made by the Bond Trustee, including the reasonable fees and disbursements of its counsel related thereto and the creation of a reserve for anticipated costs and expenses (provided, however, that the Bond Trustee shall not have a prior right to payment from any amounts drawn under any Credit Facility or any Liquidity Facility, and any amount drawn under such Credit Facility or such Liquidity Facility shall be applied solely to pay the principal of and interest on the Eligible Bonds or to pay the purchase price of tendered Eligible Bonds, as applicable), be deposited in the Revenue Fund and all moneys (other than moneys for the payment of Series 2024B Bonds which have previously matured or otherwise become payable prior to such

Event of Default or for the payment of interest which became due prior to such Event of Default) in the Funds maintained by the Bond Trustee under Article III and IV shall be applied as follows:

(a) Unless the principal of all the Series 2024B Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST: To the payment to the Persons entitled thereto of all installments of interest then due on the Series 2024B Bonds (including without limitation Bonds purchased with a draw under a Credit Facility or a Liquidity Facility and interest draws under a Credit Facility honored by a Credit Facility Provider for which the Credit Facility Provider has not been reimbursed pursuant to the related Reimbursement Agreement), in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or privilege;

SECOND: To the payment to the Persons entitled thereto of the unpaid principal (including unpaid premium, if any) of any of the Series 2024B Bonds (including without limitation Bonds purchased with a draw under a Credit Facility or a Liquidity Facility and principal draws under a Credit Facility honored by a Credit Facility Provider for which the Credit Facility Provider has not been reimbursed pursuant to the Reimbursement Agreement) which shall have become due (other than Series 2024B Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Bond Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Series 2024B Bonds due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege;

THIRD: To the payment of amounts, if any, payable pursuant to the Tax Certificate and Agreements;

FOURTH: To the payment to the Persons entitled thereto of unpaid principal and interest due and owing on any Series 2024B Bonds, the payment of principal and interest of which has been extended in the manner described in Section 701 hereof; and

FIFTH: To the payment of amounts, if any, payable to the Credit Facility Provider pursuant to the Reimbursement Agreement or to the Purchaser pursuant to the Continuing Covenant Agreement.

(b) If the principal of all the Series 2024B Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied:

FIRST: To the payment of the principal (including unpaid premium, if any) and interest then due and unpaid upon the Series 2024B Bonds (including without limitation Bonds purchased with a draw under a Credit Facility or a Liquidity

Facility and interest draws under a Credit Facility honored by a Credit Facility Provider for which the Credit Facility Provider has not been reimbursed pursuant to the related Reimbursement Agreement), without preference or priority of principal or interest over the other, or of any installment of interest over any other installment of interest, or of any Series 2024B Bond over any other Series 2024B Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or privilege;

SECOND: To the payment of the principal (including unpaid premium, if any) and interest when due and unpaid upon Series 2024B Bonds (including without limitation Bonds purchased with a draw under a Credit Facility or a Liquidity Facility and principal draws under a Credit Facility honored by a Credit Facility Provider for which the Credit Facility Provider has not been reimbursed pursuant to the Reimbursement Agreement) with respect to which the payment of principal and interest has been extended as described in Section 701 hereof;

THIRD: To the payment of amounts, if any, payable pursuant to the Tax Certificate and Agreements; and

FOURTH: To the payment of amounts, if any, payable to the Credit Facility Provider pursuant to the Reimbursement Agreement or to the Purchaser pursuant to the Continuing Covenant Agreement.

(c) If the principal of all the Series 2024B Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all the Series 2024B Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied by the Bond Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Bond Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Bond Trustee shall apply such moneys (which shall not include the application of moneys upon the occurrence of an acceleration pursuant to Section 703 hereof), it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable, or, with respect to payments of Defaulted Interest, shall be such date as is required by the last paragraph of Section 202 hereof) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Bond Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and of the Special Record Date by mailing a copy of such notice by first class mail to the registered owners of the Series 2024B Bonds, at least 10 days prior to the Special Record Date. The Bond Trustee shall not be required to make payment to the holder of any Series 2024B Bond until such Series 2024B Bond shall be presented to the Bond Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all Series 2024B Bonds and interest thereon have been paid under the provisions of this Section 707, all expenses and charges of the Bond Trustee have been paid and all amounts due and owing to the Liquidity Facility Provider, if any, and the Purchaser, if any, hereunder and under the Continuing Covenant Agreement, have been paid, any balance remaining shall be paid to the Persons entitled to receive the same; if no other Person shall be entitled thereto, then the balance shall be paid to the Borrower.

Section 708. Remedies Vested in Bond Trustee. All rights of action, including the right to file proof of claims under this Bond Indenture or under any of the Series 2024B Bonds, may be enforced by the Bond Trustee without the possession of any of the Series 2024B Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Bond Trustee shall be brought in its name as Bond Trustee without the necessity of joining as plaintiffs or defendants any holders of the Series 2024B Bonds. Any recovery of judgment shall be, except as provided in Section 701 hereof, for the equal benefit of the holders of the outstanding Bonds.

Section 709. Rights and Remedies of Bondholders. No holder of any Series 2024B Bond (other than the Credit Facility Provider, if any, or the Purchaser, if any) shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Bond Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default shall have become an Event of Default and the Credit Facility Provider (if any), the Purchaser (if any) or the owners of not less than a majority in aggregate principal amount of Series 2024B Bonds then outstanding (including, without limitation, Liquidity Facility Bonds), with the prior written consent of the Credit Facility Provider (if any) or the Purchaser (if any), shall have made written request to the Bond Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and unless also they have offered to the Bond Trustee indemnity as provided in Section 801 hereof, and unless the Bond Trustee shall thereafter fail or refuse to exercise the power hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Bond Trustee to be conditions precedent to the execution of the powers and trusts of this Bond Indenture and to any action or cause of action for the enforcement of this Bond Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Series 2024B Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Bond Indenture by any action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Series 2024B Bonds outstanding. Nothing in this Bond Indenture contained shall, however, affect or impair (a) the right of the Credit Facility Provider, the Purchaser or any other holder to enforce the payment of the principal of and interest on any Series 2024B Bond at and after the maturity thereof, or (b) the obligation of the Authority to pay the principal of and interest on each of the Series 2024B Bonds issued hereunder to the respective holders thereof at the time and place, from the source and in the manner in said Series 2024B Bonds expressed.

Section 710. Termination of Proceedings. In case the Bond Trustee shall have proceeded to enforce any right under this Bond Indenture by the appointment of a receiver, or otherwise, and

such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Bond Trustee, then and in every case the Authority and the Bond Trustee shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder with respect to the property pledged and assigned hereunder, and all rights, remedies and powers of the Bond Trustee shall continue as if no such proceedings had been taken.

Section 711. Waiver of Events of Default. The Bond Trustee may, with the prior written consent of the Credit Facility Provider (if any) or the Purchaser (if any), or with the prior written consent of the holders of not less than a majority in aggregate principal amount of the Series 2024B Bonds then Outstanding hereunder (including, without limitation, Liquidity Facility Bonds), if no Credit Facility Provider or Purchaser, and shall, upon the written direction of the Credit Facility Provider (if any) or the Purchaser (if any) or the holders of not less than a majority in aggregate principal amount of the Series 2024B Bonds then Outstanding hereunder (including, without limitation, Liquidity Facility Bonds), if no Credit Facility Provider or Purchaser, waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal, and shall do so, with the prior written consent of the Credit Facility Provider (if any) or the Purchaser (if any) or the holders of not less than a majority in aggregate principal amount of the Series 2024B Bonds then Outstanding hereunder (including, without limitation, Liquidity Facility Bonds), if no Credit Facility Provider or Purchaser, upon being indemnified to its satisfaction and receipt of the written request of the holders of (a) at least a majority in aggregate principal amount of all the Series 2024B Bonds outstanding in respect of which default in the payment of principal and/or interest exists, or (b) at least a majority in aggregate principal amount of all the Series 2024B Bonds outstanding in the case of any other event of default; provided, however, that there shall not be waived (i) any Event of Default in the payment of the principal of any outstanding Series 2024B Bonds when due whether by mandatory redemption through the Bond Sinking Fund, at the dates of Maturity specified therein or otherwise other than principal due upon an acceleration of the Series 2024B Bonds, (ii) any default in the payment when due of the interest on any such Series 2024B Bonds, other than accrued interest due solely as a result of an acceleration of the Series 2024B Bonds, or (iii) when the Series 2024B Bonds are in an Eligible Moneys Mode covered by a Credit Facility, any failure to have Eligible Moneys on deposit in the Interest Fund, Bond Sinking Fund or Redemption Fund on any date on which interest or principal is payable on such Eligible Bonds covered by the Credit Facility in an amount sufficient to make all payments of principal and interest becoming due on such date on such Eligible Bonds in an Eligible Moneys Mode covered by a Credit Facility, unless prior to such waiver or rescission the Credit Facility shall be reinstated to an amount equal to the Required Stated Amount and unless prior to such waiver or rescission all arrears of interest, with interest thereon (to the extent permitted by law) at the rate borne by the Series 2024B Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal when due, as the case may be, and all fees and expenses of the Bond Trustee, the Authority and any Paying Agent in connection with such default shall have been paid or provided for, including, but not limited to, the reasonable fees of their counsel.

In case of any such waiver or rescission or in case any proceeding taken by the Bond Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Authority, the Bond Trustee and the Bondholders shall, subject to any determination in such proceeding, be restored to their former positions and rights

hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 712. Borrower's Rights of Possession and Use of Property. So long as the Borrower is in full compliance with the terms and provisions of the Loan Agreement, the Borrower shall be suffered and permitted to possess, use and enjoy its Property and appurtenances thereto free of claims of the Authority and the Bond Trustee.

Section 713. Waiver of Redemption; Effect of Sale of the Credit Group's Property. The Authority, to the extent permitted by law, shall not claim any rights under any stay, valuation, exemption or extension law, and hereby waives any right of redemption which it may have in respect of any sale or other disposition of the Credit Group's Property pursuant to the rights and remedies granted under this Article VII. Upon the institution of any foreclosure proceedings or upon such sale or other disposition of the Credit Group's Property, or any acceleration of the maturity of the Series 2024B Bonds, the principal of all Bonds then outstanding hereunder, if not previously due and payable, shall without more become immediately due and payable.

Section 714. Notice of Default; Endorsement of 2024-3 Master Indenture Obligation. Upon the occurrence of any default hereunder of which the Bond Trustee is required to take notice or deemed to have notice, the Bond Trustee will promptly give written notice thereof to the Authority and the Borrower setting forth the nature of such default. Upon the occurrence of an event of default hereunder and in the event the Authority is requested by the Bond Trustee to endorse the 2024-3 Master Indenture Obligation as permitted under the Georgia Uniform Commercial Code, such endorsement may, in the discretion of the Authority, be without recourse.

ARTICLE VIII

THE BOND TRUSTEE

Section 801. Acceptance of the Trusts. The Bond Trustee accepts and agrees to execute the trusts imposed upon it by this Bond Indenture, but only upon the terms and conditions set forth herein. The Bond Trustee, prior to the occurrence of an event of default and after the curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Bond Indenture; the Bond Trustee shall not be liable in connection with the performance of such duties except for its own negligence and willful misconduct, and no implied covenants or obligations should be read into this Bond Indenture against the Bond Trustee. If any event of default under this Bond Indenture shall have occurred and be continuing, the Bond Trustee shall exercise such of the rights and powers vested in it by this Bond Indenture and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs. The Bond Trustee agrees to perform such trusts only upon and subject to the following expressed terms and conditions:

(a) The Bond Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees and shall not be answerable for the conduct of the same if appointed with due care and shall be entitled to advice of counsel (which counsel may be counsel for the Authority or the

Borrower) of its selection concerning all matters of trusts hereof and duties hereunder, and may in all cases pay such reasonable fees and compensation to any attorney, agent, receiver or employee retained or employed by it in connection herewith. The Bond Trustee may act upon the opinion or advice of an attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care or, if selected or retained by the Authority, approved by the Bond Trustee in the exercise of such care. The Bond Trustee shall not be responsible for any loss, liability, cost, fee, charge or damage resulting from any action or nonaction based on its good faith reliance upon such opinion or advice.

(b) Except for the express duties set forth in this Bond Indenture, the Bond Trustee shall not be responsible for any recital herein, or in the Series 2024B Bonds (except with respect to the certificate of authentication of the Bond Trustee endorsed on the Series 2024B Bonds), or for the investment, reinvestment and liquidation of moneys as herein permitted (except that no investment shall be made except in compliance with Section 406 hereof), or for the recording or re-recording, filing or re filing of this Bond Indenture, or any supplement or amendment thereto, or the filing of financing statements, or for the validity of the execution by the Authority of this Bond Indenture, or of any supplemental indentures or instruments of further assurance, or for the sufficiency of the security for the Series 2024B Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof. The Bond Trustee may (but shall be under no duty to) require of the Authority and the Borrower full information and advice as to the performance of the covenants, conditions and agreements in the Loan Agreement and shall make its best efforts, but without any obligation, to advise the Authority and the Borrower of any impending default known to the Bond Trustee. Except as otherwise provided in Section 704 hereof, the Bond Trustee shall have no obligation to perform any of the duties of the Authority under the Loan Agreement.

(c) The Bond Trustee shall not be accountable for the use or application by the Authority or the Borrower of any of the Series 2024B Bonds or the proceeds thereof or for the use or application of any money paid over by the Bond Trustee in accordance with the provisions of this Bond Indenture or for the use and application of money received by any Paying Agent. The Bond Trustee may become the owner of Bonds secured hereby with the same rights it would have if not Bond Trustee.

(d) The Bond Trustee shall be protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of Independent Counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Bond Trustee pursuant to this Bond Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Bond Trustee shall be entitled to

conclusively rely upon a certificate signed on behalf of the Authority by its Chairman or Vice Chairman, Secretary, Assistant Secretary or Treasurer or such other officer as the Authority may designate as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Bond Trustee has been notified as provided in subsection (g) of this Section, or of which by said subsection it is deemed to have notice, may accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Bond Trustee may accept a certificate of the Chairman or Vice Chairman, Secretary, Assistant Secretary or Treasurer of the Authority or such other officer as the Authority may designate under its seal to the effect that a resolution in the form therein set forth has been adopted by the Authority as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(f) The permissive right of the Bond Trustee to do things enumerated in this Bond Indenture shall not be construed as a duty and the Bond Trustee shall not be answerable for other than its negligence or willful misconduct.

(g) The Bond Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except the failure of the payments to the Bond Trustee required to be made by Article IV unless the Bond Trustee shall be specifically notified in writing (and such notice contains a reference to the Series 2024B Bonds and this Bond Indenture) of such default by the Authority or by the holders of at least a majority in aggregate principal amount of all Bonds then outstanding, and all notices or other instruments required by this Bond Indenture to be delivered to the Bond Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Bond Trustee. In the absence of such notice so delivered, the Bond Trustee may conclusively assume there is no default except as aforesaid.

(h) The Bond Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Property of any Member of the Credit Group.

(i) At any and all reasonable times, the Bond Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all books, papers and records of the Authority pertaining to the Series 2024B Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Bond Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Bond Indenture contained, the Bond Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Bond Indenture, any showings,

certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Bond Trustee deemed reasonably necessary for the purpose of establishing the right of the Authority to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Bond Trustee.

(l) Before taking any action under Article VII or Section 804 of this Bond Indenture other than making payments of principal and interest on the Series 2024B Bonds as the same becomes due or causing an acceleration of the Series 2024B Bonds whenever required by this Bond Indenture, the Bond Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to any present or future federal, state or local law, statute, ordinance, rule or regulation relating to hazardous substances or the protection of the environment, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

(m) All moneys received by the Bond Trustee or any Paying Agent shall, until used or applied or invested as provided in this Bond Indenture, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law or by this Bond Indenture. Neither the Bond Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as such as may be agreed upon in writing.

(n) The Bond Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Series 2024B Bonds, except for any information provided by the Bond Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Series 2024B Bonds.

(o) Notwithstanding the effective date of this Bond Indenture or anything to the contrary in this Bond Indenture, the Bond Trustee shall have no liability or responsibility for any act or event relating to this Bond Indenture which occurs prior to the date the Bond Trustee formally executes this Bond Indenture and commences acting as Bond Trustee hereunder.

(p) The Bond Trustee agrees to accept and act upon instructions or directions pursuant to this Bond Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the Borrower shall provide to the Bond Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Borrower elects to give the Bond Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Bond Trustee in its discretion elects to act upon such instructions, the Bond Trustee's understanding of such instructions shall be deemed controlling. The Bond Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bond

Trustee's reliance upon and compliance with such instructions notwithstanding if such instructions conflict or are inconsistent with a subsequent written instruction. The Borrower agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Bond Trustee, including without limitation the risk of the Bond Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(q) The Bond Trustee shall not be required to risk, advance or expend its own funds or otherwise incur any financial liability in performing its duties or in the exercise of any rights or powers hereunder. Under no circumstances shall the Bond Trustee be liable in its individual capacity for the obligations evidenced by the Series 2024B Bonds.

(r) In no event shall the Bond Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Bond Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(s) Neither the Bond Trustee nor the Paying Agent shall be under any obligation (i) to monitor, determine or verify the unavailability or cessation of Term SOFR, the SIFMA Municipal Index or any other applicable Index, or to determine whether or when there has occurred, or to give notice to any other transaction party of the occurrence of, any circumstances permitting or requiring the selection of a replacement index, (ii) to select, determine or designate any replacement Index, or determine whether any conditions to the designation of such a rate have been satisfied, (iii) to select, determine or designate any Applicable Factor or Applicable Spread or other modifier to any applicable Index, or (iv) to determine whether or what amendments to this Bond Indenture or the Loan Agreement are necessary or advisable, if any, in connection with any of the foregoing. Neither the Bond Trustee nor the Paying Agent shall be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Bond Indenture as a result of the unavailability of Term SOFR, the SIFMA Municipal Index, or other applicable Index and absence of a designated replacement Index, including as a result of any inability, delay, error or inaccuracy on the part of any other transaction party, including without limitation the Purchaser, the Borrower, the Authority, the Remarketing Agent, the Market Agent or the Index Agent, in providing any direction, instruction, notice or information required or contemplated by the terms of this Bond Indenture and reasonably required for the performance of such duties. Neither the Bond Trustee nor the Paying Agent shall be responsible or liable for the actions or omissions of the Purchaser, the Borrower, the Authority, the Remarketing Agent, the Market Agent or the Index Agent, nor shall they be under any obligation to oversee or monitor performance by such parties of their duties hereunder; and each of the Bond Trustee and the Paying Agent shall be entitled to rely conclusively upon, any determination made, and any instruction, notice, officer certificate, or other instrument or information provided, by the Purchaser, the Borrower, the Authority, the Remarketing Agent, the Market Agent or the Index Agent, without independent verification, investigation or inquiry of any kind by the Bond Trustee or Paying Agent.

(t) The provisions of Section 1310 shall apply as if set forth in this Section 801.

Section 802. Fees, Charges and Expenses of the Bond Trustee, the Bond Registrar and the Authority. The Bond Trustee, Bond Registrar, and Authority shall receive payment and reimbursement for reasonable fees and expenses for their respective services rendered hereunder, agreed to in writing from time to time, and all advances, counsel fees and expenses and other expenses reasonably made or incurred by the Bond Trustee, Bond Registrar, and Authority in connection with such services and in connection with entering into this Bond Indenture, including any such fees and expenses incurred in connection with action taken hereunder.

The Authority shall require the Borrower, pursuant to the Loan Agreement, to indemnify and hold harmless the Bond Trustee against any liabilities, actions, judgments, penalties, costs, losses, damages, fees, taxes, and other charges which the Bond Trustee may incur in the exercise and performance of its powers and duties hereunder and under any other agreement referred to herein which are not due to the Bond Trustee's negligence or willful misconduct, and for any reasonable fees and expenses of the Bond Trustee to the extent funds are not available under this Bond Indenture for the payment thereof (including, but not limited to, fees and expenses of its legal counsel). The rights of the Bond Trustee under this Section 802 shall survive the payment in full of the Series 2024B Bonds, the discharge of this Bond Indenture and the resignation or removal of the Bond Trustee.

When the Bond Trustee incurs expenses or renders services after an event of default occurs, the reasonable fees, expenses and the compensation for services (including, but not limited to, the reasonable fees and expenses of its agents and counsel) are intended to constitute expenses of administration under applicable bankruptcy law.

Section 803. Notice to the Bondholders If Default Occurs. If a default occurs of which the Bond Trustee is by subsection (g) of Section 801 hereof required to take notice or if written notice of default be given as in said subsection (g) provided, the Bond Trustee shall give written notice thereof by mail to the last known owners of all Bonds then outstanding shown by the Bond Register.

Section 804. Intervention by Bond Trustee. In any judicial proceeding to which the Authority is a party and which in the opinion of the Bond Trustee and its counsel has a substantial bearing on the interests of owners of the Series 2024B Bonds, the Bond Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 801(l), shall do so if requested in writing by the owners of at least a majority in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Bond Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 805. Successor Bond Trustee. Any entity or organization into which the Bond Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any entity or organization resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, provided such entity or organization is otherwise eligible under Section 806, shall be and become successor Bond Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act,

deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 806. Bond Trustee Required; Eligibility. There shall at all times be a Bond Trustee hereunder which shall be a trust company or bank organized and in good standing under the laws of the United States of America, the State or any other state or the District of Columbia and have a combined capital and surplus of not less than \$50,000,000 as set forth in its most recent published annual report of condition, or alternatively, a liability policy having the type of coverage and in an amount acceptable to the Authority and the Borrower. Every such Bond Trustee shall have an operations group of at least four (4) experienced trust officers, with primary responsibility for municipal bond issues and shall have at least 25 municipal bond indentures aggregating at least \$25,000,000 under its administration. If at any time the Bond Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner provided in Section 807 hereof. No resignation or removal of the Bond Trustee and no appointment of a successor Bond Trustee shall become effective until all outstanding fees and expenses of the prior Bond Trustee have been paid or provided for and the successor Bond Trustee has accepted its appointment under Section 810 hereof.

Section 807. Resignation by the Bond Trustee. The Bond Trustee and any successor Bond Trustee may at any time resign from the trusts hereby created by giving written notice to the Authority and the Borrower and by first class mail, postage prepaid to each registered owner of Bonds then outstanding. Such notice to the Authority and the Borrower may be served personally or sent by first class mail, postage prepaid.

Section 808. Removal of the Bond Trustee. The Bond Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Bond Trustee, the Borrower and the Authority and signed by the owners of a majority in aggregate principal amount of Bonds then outstanding. So long as no event of default has occurred and is continuing under this Bond Indenture or the Loan Agreement, the Bond Trustee may be removed for any reason at any time by the Borrower or by the Authority, with the consent of the Borrower, by an instrument or concurrent instruments in writing delivered to the Bond Trustee. If any event of default has occurred or is continuing under this Bond Indenture or the Loan Agreement, the Bond Trustee may be removed for cause (including but not limited to maintaining noncompetitive fees) at any time by the Borrower or the Authority by an instrument or concurrent instruments in writing and delivered to the Bond Trustee. The foregoing notwithstanding, the Bond Trustee may not be removed by the Borrower unless written notice of the delivery of such instrument or instruments signed by the Authority is mailed to the owners of all Bonds outstanding under this Bond Indenture, which notice indicates the Bond Trustee will be removed and replaced by the successor trustee named in such notice, such removal and replacement to become effective on the 30th day next succeeding the date of such notice, unless the owners of not less than ten percent (10%) in aggregate principal amount of Bonds then outstanding under this Bond Indenture shall object in writing to such removal and replacement. Such notice shall be mailed by first class mail postage prepaid to the owners of all such Bonds then outstanding at the address of such owners then shown on the Bond Register.

Section 809. Appointment of Successor Bond Trustee by the Bondholders; Temporary Bond Trustee. In the event that the Bond Trustee hereunder shall give notice of resignation or be

removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, the Borrower may (to the extent that no “*Event of Default*” shall have occurred and be continuing under the Loan Agreement), with the prior written consent of the Authority, appoint a successor Bond Trustee and shall confirm such appointment in writing delivered personally or sent by first class mail, postage prepaid, to the Authority, the retiring Bond Trustee and the successor Bond Trustee.

In the event that the Bond Trustee hereunder shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, to the extent that an “*Event of Default*” shall have occurred and be continuing under the Loan Agreement, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the Authority, the retiring Bond Trustee, the successor Bond Trustee and the Borrower. Pending such appointment by the Borrower or the Bondholders, the Authority may, with the consent of the Borrower (to the extent that no “*Event of Default*” shall have occurred and be continuing under the Loan Agreement), appoint a temporary successor Bond Trustee by an instrument in writing signed by an authorized officer of the Authority, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the retiring Bond Trustee, the successor Bond Trustee and the Borrower. If no permanent successor Bond Trustee shall have been appointed by the Borrower or the Bondholders within the six calendar months next succeeding the month during which the Authority appoints such a temporary Bond Trustee, such temporary Bond Trustee shall without further action on the part of the Authority or the Bondholders become the permanent successor Bond Trustee.

If the Borrower, the registered owners or the Authority fail to so appoint a successor Bond Trustee (whether permanent or temporary) hereunder within forty-five (45) days after the Bond Trustee has given notice of its resignation, has been removed, has been dissolved, has otherwise become incapable of acting hereunder or has been taken under control by a public officer or receiver, the Bond Trustee shall have the right to petition, at the expense of the Borrower, a court of competent jurisdiction to appoint a successor hereunder. Every such Bond Trustee appointed pursuant to the provisions of this Section 809 shall meet the eligibility requirements set forth in Section 806 hereof.

Section 810. Concerning Any Successor Bond Trustees. Every successor Bond Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Authority, or of its successor, execute and deliver an instrument transferring to such successor Bond Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Bond Trustee shall deliver all securities and moneys held by it as Bond Trustee hereunder to its successors. Should any instrument in writing from the Authority be required by any successor Bond Trustee for more

fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. The resignation of any Bond Trustee and the instrument or instruments removing any Bond Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed and/or recorded by the successor Bond Trustee in each recording office, if any, where this Bond Indenture shall have been filed and/or recorded.

Section 811. Bond Trustee Protected in Conclusively Relying upon Resolution, Etc. The resolutions, opinions, certificates and other instruments provided for in this Bond Indenture may be accepted by the Bond Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Bond Trustee for the release of property and the withdrawal of cash hereunder.

Section 812. Successor Bond Trustee as Trustee of Funds, Paying Agent and Bond Registrar. In the event of a change in the office of Bond Trustee, the predecessor Bond Trustee which has resigned or been removed shall cease to be trustee of the Revenue Fund, Interest Fund, Costs of Issuance Fund, Optional Redemption Fund and any other funds or accounts provided hereunder and Paying Agent for principal of, premium, if any, and interest on the Series 2024B Bonds, and the successor Bond Trustee shall become such Bond Trustee and Paying Agent unless a separate Paying Agent or Agents are appointed by the Authority in connection with the appointment of any successor Bond Trustee.

Section 813. Representations, Warranties and Covenants of the Bond Trustee. The Bond Trustee and any successor Bond Trustee hereby make the representations, warranties and covenants contained in this Section 813. All federal, State and local governmental, public, and regulatory authority approvals, consents, notices, authorizations, registrations, licenses, exemptions, and filings that are required to have been obtained or made by the Bond Trustee with respect to the authorization, execution, delivery, and performance by, or the enforcement against or by, the Bond Trustee of this Bond Indenture have been obtained and are in full force and effect and all conditions of such approvals, consents, notices, authorizations, registrations, licenses, exemptions, and filings have been fully complied with. The Bond Trustee has a combined capital and surplus of at least \$50,000,000, as set forth in its most recent published annual report of condition, or, alternatively, a liability policy having the type of coverage and in an amount acceptable to the Authority and the Borrower. The Bond Trustee has an operations group of at least four (4) experienced trust officers, with primary responsibility for municipal bond issues. The Bond Trustee administers at least 25 municipal bond indentures aggregating at least \$25,000,000 under its administration.

ARTICLE IX

SUPPLEMENTAL BOND INDENTURES

Section 901. Supplemental Bond Indentures Not Requiring Consent of Bondholders. Subject to the limitation set forth in Section 902 hereof with respect to this Section 901, the Authority and the Bond Trustee may, with the written consent of the Credit Facility Provider if a Credit Facility will be effective when any such supplement will be effective, but without the

consent of, or notice to, any of the Bondholders (other than the written consent of the Purchaser while the Series 2024B Bonds are in a Bank Fixed Mode or a Bank Index Mode), enter into an indenture or indentures supplemental to this Bond Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Bond Indenture;
- (b) to grant to or confer upon the Bond Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders and the Bond Trustee, or either of them;
- (c) to assign and pledge under this Bond Indenture additional revenues, properties or collateral or to provide for the use of a Liquidity Facility including during any Mode with respect to which such a Facility is not required under the terms of this Bond Indenture;
- (d) to evidence the appointment of a separate co-bond trustee or the succession of a new bond trustee hereunder;
- (e) to permit the qualification of this Bond Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect or to permit the qualification of the Series 2024B Bonds for sale under the securities laws of any state of the United States;
- (f) to permit the issuance of coupon bonds hereunder and to permit the exchange of Series 2024B Bonds from registered form to coupon form and vice versa;
- (g) to provide for the refunding or advance refunding of any Series 2024B Bonds, including providing for the establishment and administration of an escrow fund and the taking of related action in connection therewith;
- (h) to provide for the utilization of a Substitute Credit Facility if the Bond Trustee has received a Favorable Opinion of Bond Counsel and, if such Substitute Credit Facility is a letter of credit, if the Bond Trustee has also received an unqualified opinion of nationally recognized bankruptcy counsel selected by the Borrower to the effect that such amendment or utilization would not result in payments of principal of and interest on the Series 2024B Bonds being classified as avoidable preferences within the meaning of Section 547 of the United States Bankruptcy Code in the event of a filing of a petition thereunder by or against the Authority or any Member of the Obligated Group;
- (i) upon conversion of the Series 2024B Bonds into any new Mode, to modify this Bond Indenture in such manner to reflect changes necessary for the latest and best practices for such new Mode if such amendments are effective only after the mandatory tender of all Series 2024B Bonds as a result of such Mode Change Date;
- (j) to provide for the delivery of a Replacement Master Indenture pursuant to Section 612 hereof; and

- (k) to make any other change that, in the judgment of the Bond Trustee (in reliance on an Opinion of Bond Counsel), does not materially adversely affect the rights of any Bondholders.

The Authority and the Bond Trustee may not enter into an indenture supplemental to this Bond Indenture pursuant to paragraph (f) of this Section 901 unless the Authority and the Bond Trustee shall have received an Opinion of Bond Counsel to the effect that the issuance of coupon Bonds will not adversely affect the validity of such Bonds.

Promptly after the execution by the Authority and the Bond Trustee of any supplemental indenture pursuant to this Section 901, the Bond Trustee shall provide a copy of the supplemental indenture to the Purchaser by electronic delivery. Any failure to provide such supplemental indenture copy, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 902. Supplemental Bond Indentures Requiring Consent of Bondholders. In addition to supplemental indentures covered by Section 901 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than a majority in aggregate principal amount of the Series 2024B Bonds which are outstanding hereunder at the time of the execution of such indenture or supplemental indenture, with the written consent of the Credit Facility Provider (if any) or the Purchaser (if any), shall have the right, from time to time, anything contained in this Bond Indenture to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Bond Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Bond Indenture or in any supplemental indenture; provided, however, that except as set forth in the next proviso, the Credit Facility Provider (if any) may consent to such amendment on behalf of the holders of the Series 2024B Bonds so long as the Credit Facility Provider has not lost any of its rights pursuant to Section 1312 hereof; and provided, further, that nothing contained in this Section or in Section 901 hereof shall permit, or be construed as permitting, a supplemental indenture to effect: (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Series 2024B Bonds, without the consent of the holders of such Series 2024B Bonds; (b) a reduction in the amount or extension of the time of any payment required to be made to or from the Interest Fund or the Bond Sinking Fund; (c) the creation of any lien prior to or on a parity with the lien of this Bond Indenture on the property described in the Granting Clauses of this Bond Indenture or the deprivation of any Bondholder of the lien created by this Bond Indenture on such property, without the consent of the holders of all the Series 2024B Bonds at the time outstanding; (d) a reduction in the aforesaid aggregate principal amount of Series 2024B Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Series 2024B Bonds at the time outstanding which would be affected by the action to be taken; or (e) a modification of the rights, duties or immunities of the Bond Trustee, without the written consent of the Bond Trustee; and provided, further, that no such amendment affecting the Series 2024B Bonds shall become effective until approved in writing by the Credit Facility Provider, if any.

If at any time the Authority shall request in writing the Bond Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Bond Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed to the Credit Facility Provider (if any) and to each holder of Series 2024B Bonds as shown on the registration books of the Bond Trustee. Such notice shall be prepared by the Authority or the Borrower, shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Bond Trustee for inspection by all Bondholders. The Bond Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental indenture when consented to and approved as provided in this Section. If the holders of the requisite principal amount of Series 2024B Bonds which are outstanding hereunder at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Series 2024B Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Bond Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Bond Indenture shall be and be deemed to be modified and amended in accordance therewith.

Promptly after the execution by the Authority and the Bond Trustee of any supplemental indenture pursuant to this Section 902, the Bond Trustee shall mail a notice, such notice to be prepared by the Borrower, setting forth in general terms the substance of such supplemental indenture to the Bondholders at the addresses shown on the registration books maintained by the Bond Trustee. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Anything herein to the contrary notwithstanding, so long as the Members of the Obligated Group are not in default under the Master Indenture and the Borrower is not in default under the Loan Agreement, a supplemental indenture under this Article IX shall not become effective unless and until the Borrower shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Bond Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture to which the Borrower has not already consented, together with a copy of the proposed supplemental indenture and a written consent form to be signed by the Borrower, to be mailed by certified or registered mail to the Borrower at least thirty days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 903. Notice of Supplemental Indentures to Rating Agencies. The Bond Trustee shall deliver to each Rating Agency maintaining a rating on the Series 2024B Bonds copies of any supplemental indenture delivered pursuant to Section 901(a) or (j) and Section 902 of this Bond Indenture. The Bond Trustee makes this covenant as a matter of courtesy and accommodation only and shall not be liable to any Person for any failure to comply therewith.

Section 904. Effect of Supplemental Bond Indenture. Upon the execution of any supplemental bond indenture pursuant to this Article, this Bond Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Bond Indenture of the Authority, the Bond Trustee and all holders of Bonds Outstanding

shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such supplemental bond indenture shall be deemed to be part of the terms and conditions of this Bond Indenture for any and all purposes.

Section 905. Endorsement of Bonds; Preparation of New Bonds. Bonds delivered after the execution of any supplemental bond indenture pursuant to this Article may, and if the Authority so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority and the Bond Trustee as to any modification or amendment provided for in such supplemental bond indenture, and, in that case, upon demand of the holder of any Bond Outstanding at the time of such execution and presentation of such holder's Bond for the purpose at the Principal Office of the Bond Trustee or at such additional offices as the Bond Trustee may select and designate for that purpose, a suitable notation shall be made on such Bond. If the supplemental bond indenture shall so provide, new Bonds so modified as to conform to any modification or amendment contained in such supplemental bond indenture shall be prepared by the Bond Trustee at the expense of the Borrower, executed by the Authority and authenticated by the Bond Trustee, and upon demand of the holders of any Bonds then Outstanding shall be exchanged at the Principal Office of the Bond Trustee, without cost to any Bondholder, for Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts of the same maturity and Series.

Section 906. Amendment of Particular Bonds. The provisions of this Article shall not prevent any Bondholder from accepting any amendment as to the particular Bonds held by such Bondholder, provided that due notation thereof is made on such Bonds.

Section 907. Signing by Trustee of Amendments and Supplements. The Bond Trustee will sign any amendment or supplement to the Bond Indenture or Bonds authorized by this Article IX if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Bond Trustee. If it does, the Bond Trustee may, but need not, sign it. In signing an amendment or supplement, the Bond Trustee will be entitled to receive and (subject to Section 801) will be fully protected in relying on an Opinion of Counsel stating that such amendment is authorized by this Bond Indenture.

ARTICLE X

AMENDMENTS TO THE LOAN AGREEMENT

Section 1001. Amendments, Etc. to Loan Agreement Not Requiring Consent. The Authority and the Borrower, with the written consent of the Bond Trustee and the Credit Facility Provider if the Credit Facility will be effective when any such supplement will be effective, but without the consent of or notice to the holders of the Series 2024B Bonds (other than the written consent of the Purchaser while the Series 2024B Bonds are in a Bank Fixed Mode or a Bank Index Mode), consent to any amendment, change or modification of the Loan Agreement as may be required (a) by the provisions of this Bond Indenture or the Loan Agreement, (b) for the purpose of curing any ambiguity or formal defect or omission, (c) to provide for the utilization of a Substitute Credit Facility, if the Bond Trustee has also received a Favorable Opinion of Bond Counsel, (d) in connection with any Mode Change Date to reflect the latest and best practices for

such new Mode and if such changes or modifications are effective only after the mandatory tender of all Series 2024B Bonds as a result of such Mode Change Date, (e) in connection with any other change therein which does not materially adversely affect the rights of the Bond Trustee or the holders of the Series 2024B Bonds, the Authority, the Borrower, the Credit Facility Provider and the Liquidity Facility Provider (if any), or (f) for the purpose of complying with the provisions of the Tax Certificate and Agreements; provided, however, that nothing in this Section 1001 shall permit, or be construed as permitting, any amendment, change or modification of the Loan Agreement that may result in anything described in the lettered clauses of Section 902 hereof, without the consent of each Bondholder affected. In addition, subject to the terms and provisions contained in Section 1003 hereof, the Bond Trustee may grant such waivers of compliance by the Borrower with the provisions of the Loan Agreement as to which the Bond Trustee may deem necessary or desirable to effectuate the purposes of the intent of the Loan Agreement; provided that the Bond Trustee shall file with the Authority any and all such waivers granted by the Bond Trustee within three (3) Business Days thereof.

If at any time the Borrower shall request the Authority and the Bond Trustee to consent to any amendment pursuant to subsection (d) above, the Bond Trustee shall cause notice prepared by the Borrower of the proposed execution of such amendment, change or modification to the Loan Agreement to be given to any Rating Agency then maintaining a rating on any of the Series 2024B Bonds in the manner provided in Section 1304 hereof at least 10 days prior to the execution of such amendment, change or modification to the Loan Agreement, which notice shall include a copy of the proposed amendment, change or modification. The Bond Trustee may decline in its discretion to consent to any amendment, change or modification to the Loan Agreement pursuant to this Section 1001 or Section 1002 of this Bond Indenture, that modifies its rights, duties or immunities under the Loan Agreement unless it receives a Favorable Opinion of Bond Counsel.

Section 1002. Amendments, Etc. to Loan Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 1001 hereof, neither the Authority, the Borrower nor the Bond Trustee shall consent to any other amendment, change or modification of the Loan Agreement without the written approval or consent, given and procured as in this Section provided, of the holders of not less than a majority in aggregate principal amount of the Series 2024B Bonds which are outstanding hereunder at the time of execution of any such amendment, change or modification, including the Purchaser while the Series 2024B Bonds are in a Bank Fixed Mode or a Bank Index Mode; provided, however, that nothing in this Section 1002 shall permit, or be construed as permitting, any amendment, change or modification of the Loan Agreement that may result in any amendment, change or modification described in the lettered clauses of Section 902 hereof without the consent of each Bondholder affected. If at any time the Authority and the Borrower shall request the consent of the Bond Trustee to any such proposed amendment, change or modification of the Loan Agreement, the Bond Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 902 hereof with respect to supplemental indentures. Such notice shall be prepared by the Borrower or the Authority, shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Principal Office of the Bond Trustee for inspection by all Bondholders. The Bond Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to give such notice, and any such failure shall not affect the validity of such amendment, change or modification

when consented to and approved as provided in this Section. If the holders of the requisite principal amount of Series 2024B Bonds which are outstanding hereunder at the time of the execution of any such amendment, change or modification shall have consented to and approved the execution thereof as herein provided, no holder of any Series 2024B Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Bond Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof.

Section 1003. No Amendment May Alter 2024-3 Master Indenture Obligation. Under no circumstances shall any amendment to the Loan Agreement alter the 2024-3 Master Indenture Obligation (other than in connection with the delivery of a Replacement Master Indenture pursuant to Section 612 hereof) or the payments of principal, premium, if any, and interest thereon, in a manner materially adverse to the holder of any Bond without the consent of the holders of all the Series 2024B Bonds outstanding.

Section 1004. Notice of Amendments to Rating Agencies. The Bond Trustee shall deliver to each Rating Agency maintaining a rating on the Series 2024B Bonds copies of any amendment to the Loan Agreement delivered pursuant to this Article X. The Bond Trustee makes this covenant as a matter of courtesy and accommodation only and shall not be liable to any Person for any failure to comply therewith.

Section 1005. Consents by Bond Trustee to Amendments. In signing a consent to an amendment, change or modification to the Loan Agreement, the Trustee shall be entitled to receive and (subject to Section 8.01) shall be fully protected in relying on an Opinion of Counsel stating that such amendment, change or modification is authorized or permitted by this Bond Indenture.

Section 1006. Continuing Covenant Agreement. For so long as a Purchaser is the registered owner of the Series 2024B Bonds, the provisions of a Continuing Covenant Agreement pertaining to any payments (or computation thereof) to the Purchaser by the Borrower, including without limitation supplemental fees, default fees, rate fees, default interest payments, breakage fees or prepayment premium, are hereby incorporated by reference and are considered to be terms of the Series 2024B Bonds. No amendments, supplements, modifications or waivers of such provisions of a Continuing Covenant Agreement shall be made unless the Borrower has provided the Authority and the Bond Trustee with a Favorable Opinion of Bond Counsel with respect to any such amendments, supplements, modifications or waivers. No replacement Continuing Covenant Agreement may be entered into with any Purchaser, and the provisions of any such replacement Continuing Covenant Agreement pertaining to any payments (or computation thereof) to the Purchaser by the Borrower, including without limitation supplemental fees, default fees, rate fees, default interest payments, breakage fees or prepayment premium, shall not be amended, supplemented, modified or waived, unless the Borrower has provided the Authority and the Bond Trustee with a Favorable Opinion of Bond Counsel with respect to such replacement Continuing Covenant Agreement, or any such amendment, supplement, modification or waiver thereof, as applicable.

ARTICLE XI

SATISFACTION OF THIS BOND INDENTURE

Section 1101. Defeasance. If the Authority shall pay or provide for the payment of the entire indebtedness on all Bonds (including for the purposes of this Section 1101, Bonds held by any Member of the Credit Group) outstanding in any one more of the following ways:

(a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on all Bonds outstanding, as and when the same become due and payable;

(b) by irrevocably depositing with the Bond Trustee, in trust, at or before maturity, moneys (which shall be Eligible Moneys when the Series 2024B Bonds are in an Eligible Moneys Mode covered by a Credit Facility) in an amount sufficient to pay or redeem (when redeemable) all Series 2024B Bonds outstanding (including the payment of premium, if any, and interest payable on such Series 2024B Bonds to the maturity or redemption date thereof), provided that such moneys, if invested, shall be invested in U.S. Government Obligations which are not prepayable or callable prior to, but mature on a date on or prior to the date the moneys therefrom are anticipated to be required in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Series 2024B Bonds outstanding at or before their respective maturity dates; it being understood that the investment income on such U.S. Government Obligations may be used for any other purpose under the Act;

(c) by delivering to the Bond Trustee, for cancellation by it, all Bonds outstanding; or

(d) by irrevocably depositing with the Bond Trustee, in trust, U.S. Government Obligations (purchased with Eligible Moneys when the Series 2024B Bonds are in an Eligible Moneys Mode covered by a Credit Facility) which are not prepayable or callable prior to, but mature on a date on or prior to the date the moneys therefrom are anticipated to be required in such amount that will, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, and any uninvested cash (which shall be Eligible Moneys when the Series 2024B Bonds are in an Eligible Moneys Mode covered by a Credit Facility), be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Series 2024B Bonds outstanding at or before their respective maturity dates; provided that the Bond Trustee shall be entitled to receive and shall be permitted to rely upon a verification report of an accountant selected by the Borrower as conclusive evidence of the sufficiency of the amount of such deposit;

and if the Authority shall pay or cause to be paid all other sums payable hereunder, and if any of the Series 2024B Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided hereunder or provisions satisfactory to the Bond Trustee shall have been made for the giving of such notice, this Bond Indenture and the estate and rights granted hereunder shall cease, determine, and become null and void, and thereupon the Bond Trustee shall,

upon Written Request of the Authority, and upon receipt by the Bond Trustee of an Officer's Certificate of the Borrower and an opinion of Independent Counsel, each stating that in the opinion of the signers all conditions precedent to the satisfaction and discharge of this Bond Indenture have been complied with, forthwith execute proper instruments acknowledging satisfaction of and discharging this Bond Indenture and the lien hereof. The satisfaction and discharge of this Bond Indenture shall be without prejudice to the rights of the Bond Trustee to charge and be reimbursed by the Authority and the Borrower for any expenditures which it may thereafter incur in connection herewith. The provisions of subparagraphs (b) and (d) of this paragraph shall only apply if (x) (A) such Series 2024B Bond matures or is called for redemption prior to the next date upon which such Series 2024B Bond is subject to purchase pursuant to Section 504, 505, 506, 507 or 508 hereof or (B) if such Series 2024B Bonds are in any Eligible Moneys Mode covered by a Credit Facility, the Bond Trustee, the Credit Facility Provider and the Authority receive evidence satisfactory to them that the moneys on deposit in the escrow established to advance refund such Series 2024B Bonds are in an amount sufficient to pay the principal of and interest on such Series 2024B Bonds at the Maximum Rate, on any date such Series 2024B Bonds may be tendered during the period prior to payment in full of principal, premium, if any, and interest payable on such Series 2024B Bonds, in which case the tendered Series 2024B Bonds shall be purchased with moneys on deposit in the escrow and shall be canceled, which evidence shall be accompanied by a written notice from each Rating Agency then maintaining a rating on the Series 2024B Bonds to be refunded that the rating on such Series 2024B Bonds will not be withdrawn, suspended or reduced from the rating borne by such Series 2024B Bonds immediately prior to such refunding, and (y) the Borrower waives, to the satisfaction of the Bond Trustee, its right to convert the method for determining the interest rate borne by such Series 2024B Bond pursuant to Section 212 hereof. Notwithstanding the foregoing, the provisions of subparagraphs (b) and (d) of this paragraph shall not apply to Series 2024B Bonds bearing interest at a Daily Rate or a Weekly Rate not covered by a Credit Facility.

Any moneys, funds, securities, or other property remaining on deposit in the Revenue Fund, Interest Fund, Costs of Issuance Fund, Optional Redemption Fund or any other fund or investment under this Bond Indenture (other than said Government Obligations or other moneys deposited in trust as above provided) shall, upon the full satisfaction of this Bond Indenture, forthwith be transferred, paid over and distributed to the Authority and the Borrower immediately preceding such satisfaction, as their respective interests may appear.

The Authority or the Borrower may at any time surrender to the Bond Trustee for cancellation by it any Bonds previously authenticated and delivered, which the Authority or the Members of the Obligated Group may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

If the Authority shall pay or provide for the payment of the Series 2024B Bonds as hereinabove described, the Bond Trustee shall give written notice of such payment or provision for payment to the Credit Facility Provider (if any). In addition, prior to any provision for payment of any portion of the Series 2024B Bonds pursuant to Section 1101(b) or 1101(d) above, the Credit Facility Provider (if any) shall have consented to any agreements providing for the forward purchase of U.S. Government Obligations which will be deposited with the Bond Trustee.

Section 1102. Liability of Authority Not Discharged. Upon the deposit with the Bond Trustee, in trust, at or before maturity, of money or Government Obligations in the necessary amount to pay or redeem all outstanding Bonds (whether upon or prior to their maturity or the redemption date of such Bonds) and compliance with the other payment requirements of Section 1101 hereof, provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Article V herein provided, or provisions satisfactory to the Bond Trustee shall have been made for the giving of such notice, and subject to the provisions of Section 1104 hereof, this Bond Indenture may be discharged in accordance with the provisions hereof but the liability of the Authority in respect of the Series 2024B Bonds shall continue provided that the holders thereof shall thereafter be entitled to payment only out of the moneys or the Government Obligations deposited with the Bond Trustee as aforesaid.

Section 1103. Provision for Payment of any Portion of the Series 2024B Bonds. If the Authority shall pay or provide for the payment of the entire indebtedness on any portion of the Series 2024B Bonds, in one or more of the following ways:

(a) by paying or causing to be paid the principal of (including premium, if any) and interest on such portion of the Series 2024B Bonds, as and when the same shall become due and payable;

(b) by irrevocably depositing with the Bond Trustee, in trust, at or before maturity, moneys (which shall be Eligible Moneys when such Series 2024B Bonds are in an Eligible Moneys Mode covered by a Credit Facility) in an amount sufficient to pay or redeem (when redeemable) all such Series 2024B Bonds (including the payment of premium, if any, and interest payable on such Series 2024B Bonds to the maturity or redemption date thereof), provided that such moneys, if invested, shall be invested in U.S. Government Obligations which are not prepayable or callable prior to, but mature on a date on or prior to, the date the moneys therefrom are anticipated to be required in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all such Series 2024B Bonds at or before their respective maturity dates; it being understood that the investment income on such U.S. Government Obligations may be used for any other purpose under the Act;

(c) by delivering to the Bond Trustee, for cancellation by it, such portion of the Series 2024B Bonds; or

(d) by irrevocably depositing with the Bond Trustee, in trust, U.S. Government Obligations (purchased with Eligible Moneys when such Series 2024B Bonds are in an Eligible Moneys Mode covered by a Credit Facility) which are not prepayable or callable prior to, but mature on a date on or prior to, the date the moneys therefrom are anticipated to be required in such amount that will, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, and any uninvested cash (which shall be Eligible Moneys when such Series 2024B Bonds are in an Eligible Moneys Mode covered by a Credit Facility), be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all such Series 2024B Bonds at or before their stated maturity date; provided that the Bond Trustee shall be entitled to receive and shall be

permitted to rely upon a verification report of an accountant selected by the Borrower as conclusive evidence of the sufficiency of the amount of such deposit;

and if the Authority shall also pay or cause to be paid all other sums payable hereunder with respect to such portion of the Series 2024B Bonds, and, if such portion of the Series 2024B Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Article V of this Bond Indenture provided or provisions satisfactory to the Bond Trustee shall have been made for the giving of such notice, such Bonds shall cease to be entitled to any lien, benefit or security under this Bond Indenture. The provisions of subparagraphs (b) and (d) of this paragraph shall only apply if (x) (A) such Series 2024B Bond matures or is called for redemption prior to the next date upon which such Series 2024B Bond is subject to purchase pursuant to Section 504, 505, 506, 507 or 508 hereof or (B) if such Series 2024B Bonds are in any Eligible Moneys Mode covered by a Credit Facility, the Bond Trustee, the Credit Facility Provider and the Authority receive evidence satisfactory to them that the moneys on deposit in the escrow established to advance refund such Series 2024B Bonds are in an amount sufficient to pay the principal of and interest on such Series 2024B Bonds at the Maximum Rate, on any date such Series 2024B Bonds may be tendered during the period prior to payment in full of principal, premium, if any, and interest payable on such Series 2024B Bonds, in which case the tendered Series 2024B Bonds shall be purchased with moneys on deposit in the escrow and shall be canceled, which evidence shall be accompanied by a written notice from each Rating Agency then maintaining a rating on the Series 2024B Bonds to be refunded that the rating on such Series 2024B Bonds will not be withdrawn, suspended or reduced from the rating borne by such Series 2024B Bonds immediately prior to such refunding, and (y) the Borrower waives, to the satisfaction of the Bond Trustee, its right to convert the method for determining the interest rate borne by such Series 2024B Bond pursuant to Section 212 hereof. The liability of the Authority in respect of such Series 2024B Bonds, if any, shall continue but the holders thereof shall thereafter be entitled to payment (to the exclusion of all other Bondholders) only out of the moneys or U.S. Government Obligations deposited with the Bond Trustee as aforesaid.

Section 1104. Redemption After Satisfaction of Indenture. Notwithstanding anything to the contrary herein, upon the provision for payment of the Series 2024B Bonds or a portion thereof as specified in Section 1101(b) or (d) or Section 1103(b) or (d) hereof, the optional redemption provisions of Section 501 hereof allowing such Bonds to be called prior to maturity upon proper notice (notwithstanding provision for the payment of such Bonds having been made through a date after the first optional redemption date provided for in Section 501 hereof) shall remain available to the Authority, upon direction of the Borrower, unless, in connection with making the deposits referred to in such Subsections, the Authority, at the direction of the Borrower, shall have irrevocably elected to waive any future right to call the Series 2024B Bonds or portions thereof for redemption prior to maturity. Notwithstanding anything to the contrary herein, upon the provision for payment of the Series 2024B Bonds or a portion thereof prior to the maturity thereof as specified in Section 1101(b) or (d) or Section 1103(b) or (d) hereof, the Authority, upon direction of the Borrower, may elect to pay such Bonds on the respective maturity dates therefor unless, in connection with making the deposits referred to in those Subsections, the Authority, at the direction of the Borrower, shall have irrevocably elected to waive such right to provide for the payment thereof on the maturity date. No such redemption or restructuring shall occur, however, unless the Borrower shall deliver on behalf of the Authority to the Bond Trustee (a) Government Obligations and/or cash sufficient to discharge such Bonds (or portion thereof) on the redemption

or maturity date or dates selected, and (b) a report of an independent certified public accountant or firm of such accountants or financial institution experienced in delivering verification reports verifying that such Government Obligations, together with the expected earnings thereon, and/or cash will be sufficient to provide for the payment of such Bonds to the redemption or maturity dates. The Bond Trustee shall give written notice of any such redemption or restructuring to the owners of the Series 2024B Bonds affected thereby.

Section 1105. When Defeasance is Not Permitted. None of the Series 2024B Bonds outstanding hereunder may be defeased as aforesaid nor may this Bond Indenture be discharged if such defeasance is to be accomplished with respect to Series 2024B Bonds in any Eligible Moneys Mode covered by a Credit Facility and (1) the moneys to be deposited to effect such defeasance do not constitute Eligible Moneys, or (2) the U.S. Government Obligations to be deposited to effect such defeasance were not purchased with Eligible Moneys. In addition, none of the Series 2024B Bonds outstanding hereunder may be defeased as aforesaid nor may this Bond Indenture be discharged if under any circumstances interest on such defeased Series 2024B Bonds is thereby made subject to any federal income taxation to which such interest would not otherwise be subject. As a condition precedent to the advance refunding of any Series 2024B Bonds, the Bond Trustee shall receive a Favorable Opinion of Bond Counsel.

ARTICLE XII

MANNER OF EVIDENCING OWNERSHIP OF BONDS

Section 1201. Proof of Ownership. Any request, direction, consent or other instrument provided by this Bond Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Indenture and shall be conclusive in favor of the Bond Trustee and the Authority, with regard to any action taken by them, or either of them, under such request or other instrument, namely:

(a) the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments in such jurisdiction, that the person signing such writing acknowledged before him the execution thereof, or by the affidavit of a witness of such execution; and

(b) the ownership of Bonds and the amounts and registration numbers of such Bonds and the date of holding the same shall be proved by the Bond Register.

Any action taken or suffered by the Bond Trustee pursuant to any provision of this Bond Indenture, upon the request or with the assent of any person who at the time is the holder of any Bond or Bonds, shall be conclusive and binding upon all future holders of the same Bond or Bonds.

For the purpose of determining whether a required portion of the Bondholders has (i) accepted, consented, approved or agreed to any action or document to which the Bondholders have been given the right to accept, consent, approve or agree, (ii) waived any covenant hereunder which

the Bondholders have been given the right to waive or (iii) consented to any supplement hereto which the Bondholders have been given the right to consent to, Bonds held directly or indirectly by the Borrower, any Member of the Credit Group or any affiliate thereof shall not be considered outstanding.

ARTICLE XIII

MISCELLANEOUS

Section 1301. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Indenture or the Series 2024B Bonds is intended or shall be construed to give to any person other than the parties hereto and the holders of the Series 2024B Bonds and the Credit Facility Provider (if any), any legal or equitable right, remedy or claim under or in respect to this Bond Indenture or any covenants, conditions and provisions herein contained; this Bond Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Borrower, the Credit Facility Provider (if any) and the holders of the Series 2024B Bonds as herein provided. The Credit Facility Provider (if any) is an express third party beneficiary of this Bond Indenture.

Section 1302. Unclaimed Moneys. Any moneys deposited with the Bond Trustee by the Authority in accordance with the terms and covenants of this Bond Indenture, in order to redeem or pay any Bond in accordance with the provisions of this Bond Indenture, and remaining unclaimed by the registered owner of the Bond for two (2) years after the date fixed for redemption or of maturity, as the case may be, shall, if the Authority is not at the time, to the knowledge of the Bond Trustee, in default with respect to any of the terms and conditions of this Bond Indenture, or contained in the Series 2024B Bonds, be repaid by the Bond Trustee to the Borrower upon its Written Request therefor; and thereafter the registered owner of the Bond shall be entitled to look only to the Borrower for payment thereof; provided, however, that the Bond Trustee, before being required to make any such repayment, shall, at the expense of the Borrower, mail to the registered owner thereof at its address, as the same shall last appear on the Bond Register, a notice to the effect that said moneys have not been so applied and that after the date named in said notice any unclaimed balance of said moneys then remaining shall be returned to the Borrower. If the Borrower makes arrangements satisfactory to the Authority and the Bond Trustee to indemnify the Authority and the Bond Trustee for any costs which it may incur due to the unavailability of moneys due to such investment, such moneys may be invested in accordance with Section 406 hereof. Investment income on any such unclaimed moneys received by the Bond Trustee shall be deposited as provided in Section 406 hereof until the final maturity or redemption date of the Series 2024B Bonds. Any such income generated after such date shall be deemed to be unclaimed moneys of the type referred to in the first sentence of this Section and shall be disposed of in accordance with such sentence. The Borrower must covenant and agree, as a condition to it receiving such funds, to indemnify and save the Authority and the Bond Trustee harmless from any and all loss, cost, liability and expense suffered or incurred by the Authority and the Bond Trustee by reason of having returned any such moneys to the Borrower as herein provided.

Section 1303. Severability. If any provision of this Bond Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in

any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Bond Indenture contained, shall not affect the remaining portions of this Bond Indenture, or any part thereof.

Section 1304. 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 Borrower, the Bond Trustee, and the Master Trustee 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 Bond Indenture. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be delivered as follows:

To the Authority:

Dalton-Whitfield County Joint Development Authority
Attention: Chairman
100 South Hamilton Street
Dalton, Georgia 30720
Telephone: (706) 278-7373

with a copy to: Gray Pannell & Woodward, LLP
347 West Hancock Avenue
Athens, Georgia 30601
Telephone: (678) 705-6280
Email: jwoodward@gplawfirm.com

And

McCamy, Phillips, Tuggle & Fordham
P.O. Box 1105
Dalton, Georgia 30722
Telephone: (706) 278-4499
Email: rmalley@gwblo.com

To the Borrower:

Hamilton Health Care System, Inc.
Attention: Chief Financial Officer
1200 Memorial Drive
Dalton, Georgia 30722-1900
Telephone: (706) 272-6000
Email: jsoekoro@hhcs.org

To the Bond Trustee and Master Trustee:

U.S. Bank Trust Company, National Association
Attention: Global Corporate Trust Services
2 Concourse Parkway
Suite 800
Atlanta, Georgia 30328
Telephone: (404) 898-8829
Email: april.bright@usbank.com

Section 1305. Bond Trustee as Paying Agent and Bond Registrar. The Bond Trustee, unless it elects to the contrary by a notice in writing delivered to the Authority, is hereby designated and agrees to act as principal Paying Agent and Bond Registrar for and in respect to the Series 2024B Bonds.

Section 1306. Deemed Consent to Restated Master Indenture. The Holders and beneficial owners of the Series 2024B Bonds, by purchasing the Series 2024B Bonds, will be deemed to have irrevocably consented to and approved the amendments to the Original Master Indenture set forth in the Restated Master Indenture, and to have waived, and be deemed to have waived, and to have authorized and directed the Bond Trustee to waive, any and all other formal notice, implementation, execution or timing requirements that may otherwise be required under the Original Master Indenture in order to implement the Restated Master Indenture. Such consent and waiver will be effective on the Closing Date, will be binding on any subsequent Holder and beneficial owner of any Series 2024B Bonds, and may not be revoked after the issuance of the Series 2024B Bonds. Pursuant to the consent of the Holders and beneficial owners of the Series 2024B Bonds, the Bond Trustee, as the assignee of the 2024-3 Master Indenture Obligation, is hereby irrevocably directed to consent to the amendments to the Original Master Indenture.

Section 1307. Counterparts. This Bond Indenture 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. The exchange of copies of this Bond Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Bond Indenture as to the parties hereto and may be used in lieu of the original Bond Indenture and signature pages for all purposes.

Section 1308. Applicable Law. This Bond Indenture shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 1309. Provisions for Payment of Expenses. The Authority shall not be obligated to execute any documents or take any other action under or pursuant to this Bond Indenture, the Loan Agreement, the 2024-3 Master Indenture Obligation or any other document in connection with the Series 2024B Bonds unless and until provision for the payment of expenses of the Authority, including legal counsel fees, shall have been made. Provisions for expenses shall be deemed to have been made upon arrangements reasonably satisfactory to the Authority for the provision of expenses being agreed upon by the Authority and the party requesting such execution.

Section 1310. Immunity of Officers, Employees and Members of Authority. No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Series 2024B Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Bond Indenture or the Loan Agreement or the Purchase Contract against any past, present or future member, officer, agent or employee of the Authority, or any incorporator, member, officer, employee, director or trustee of any successor corporation, as such, either directly or through the Authority or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, director, agent or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of this Bond Indenture or the Loan Agreement and the issuance of the Series 2024B Bonds.

Notwithstanding anything herein contained to the contrary, any obligation which the Authority may incur under this Bond Indenture or under any instrument executed in connection herewith which shall entail the expenditure of money shall not be a general obligation of the Authority but shall be a limited obligation payable solely from amounts assigned to the Bond Trustee pursuant to this Bond Indenture.

Section 1311. Force Majeure. In no event shall the Bond Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, pandemics, epidemics, recognized public emergencies, quarantine restrictions, nuclear or natural catastrophes or acts of God, interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, and hacking, cyber-attacks, or other use or infiltration of the Bond Trustee's technological infrastructure exceeding authorized access; it being understood that the Bond Trustee shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 1312. Additional Notices to Rating Agencies. The Bond Trustee hereby agrees that if at any time (a) payment of principal of and interest on the Series 2024B Bonds is accelerated pursuant to the provisions of Section 703 hereof, (b) the Authority shall redeem the entire principal amount of the Series 2024B Bonds outstanding hereunder prior to the maturity thereof, including without limitation, any optional redemption pursuant to Article V hereof, (c) a successor Bond Trustee, Remarketing Agent or Tender Agent is appointed hereunder, (d) a Responsible Officer of the Bond Trustee has actual knowledge of the execution of any supplement to the Loan Agreement, the Reimbursement Agreement (if any), the Credit Facility (if any), the Liquidity Facility (if any) or this Bond Indenture or of the execution by any party to any such documents of any waiver any provision of this Bond Indenture or the Loan Agreement, (e) the Authority shall provide for the

payment of any portion of the Series 2024B Bonds pursuant to Article XI hereof, (f) the Authority shall convert the Series 2024B Bonds to a different Mode pursuant to Section 212 hereof, or (g) any termination, substitution, extension or expiration of the Liquidity Facility (if any) or Credit Facility (if any) shall occur, then, in each case, to the extent the Series 2024B Bonds are rated and the Bond Trustee has knowledge thereof, the Bond Trustee shall promptly give notice to each Rating Agency rating the Series 2024B Bonds at the request of the Borrower, which notice in the case of an event described in clause (d) of this Section 1311 shall include a copy of any such supplement, amendment, modification, alteration or waiver; provided, however, the Bond Trustee shall incur no liability for failure to give such notices. The Bond Trustee shall also deliver to any Rating Agency then rating the Series 2024B Bonds any other information contained in the books and records of the Bond Trustee that such Rating Agency may reasonably request in order to maintain the rating on the Series 2024B Bonds. The Bond Trustee's agreement to provide the information required to be provided under this Section is made as a matter of courtesy and accommodation only, and the Bond Trustee shall have no liability to any person for any failure to comply therewith.

Section 1313. Rights of Credit Facility Provider. Anything contained in this Bond Indenture or in the Series 2024B Bonds to the contrary notwithstanding, to the extent there is a Credit Facility for the benefit of the Series 2024B Bonds, the existence of all rights given to the Credit Facility Provider hereunder with respect to the giving of consents or approvals or the direction of proceedings are expressly conditioned upon its timely and full performance of the Credit Facility. Any such rights shall not apply if at any time there are no Series 2024B Bonds outstanding or the Credit Facility Provider has wrongfully failed to honor a properly presented drawing made under, and in compliance with, the Credit Facility or has been declared insolvent or bankrupt by a court of competent jurisdiction, an order or decree shall have been entered by a court of competent jurisdiction appointing a receiver, receivers, custodian or custodians for any of its assets or revenues and such order or decree shall not have been dismissed or stayed for a period of thirty (30) or more days, or any proceeding shall be instituted with the consent or acquiescence of the Credit Facility Provider or any plan shall be entered into by the Credit Facility Provider for the purpose of effecting a composition between the Credit Facility Provider and its creditors or for the purpose of adjusting the claims of such creditors, the Credit Facility Provider makes any assignment for the benefit of its creditors or the Credit Facility Provider is generally not paying its debts as such debts become due or the Credit Facility Provider files a petition in bankruptcy or under Title 11 of the United States Code, as amended, or the Credit Facility has been determined to be void or unenforceable by final judgment of a court of competent jurisdiction; provided, that this Section 1312 shall not in any way limit or affect the rights of the Credit Facility Provider as a Bondholder, as subrogee of a Bondholder or as assignee of a Bondholder or to otherwise be reimbursed and indemnified for its costs and expenses and other payment on or in connection with the Series 2024B Bonds either by operation of law or at equity or by contract.

Section 1314. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Bond Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Bond Trustee. The parties to this Bond Indenture agree that they will provide the Bond Trustee with such information as it may request in order for the Bond Trustee to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, DALTON-WHITFIELD COUNTY JOINT DEVELOPMENT AUTHORITY caused these presents to be signed in its name and on its behalf by its Chairman and to evidence its acceptance of the trusts hereby created, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION has caused these presents to be signed in its name and on its behalf by one of its authorized officers, all as of the day and year first above written.

DALTON-WHITFIELD COUNTY JOINT
DEVELOPMENT AUTHORITY

By: _____
Chairman

(Bond Indenture)

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Bond Trustee

By: _____
April Bright
Vice President

(Bond Indenture)

EXHIBIT A

(Form of Bond)

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Authority or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF GEORGIA

DALTON-WHITFIELD COUNTY JOINT DEVELOPMENT AUTHORITY
REVENUE BONDS
(HAMILTON HEALTH CARE SYSTEM, INC. PROJECT),
SERIES 2024

R 1 \$ _____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
_____%	_August 15, 20[]	July 31, 2024	_____

PRINCIPAL SUM: _____ DOLLARS

REGISTERED OWNER: CEDE & CO.

DALTON-WHITFIELD COUNTY JOINT DEVELOPMENT AUTHORITY, a public body corporate and politic and instrumentality of the State of Georgia created and existing under the Constitution and Laws of the State of Georgia (the “**Authority**”), for value received, hereby promises to pay in lawful money of the United States of America to the registered owner specified above or registered assigns, on the maturity date identified above, unless this Bond shall be redeemable and shall have previously been called for redemption and payment of the redemption price made or provided for, but solely from amounts available under the Bond Indenture (hereinafter referred to), amounts payable under the Loan Agreement (hereinafter referred to) and payments on the Loan pledged under the Loan Agreement, which amounts and payments are pledged and assigned for the benefit and payment hereof pursuant to the Bond Indenture and not otherwise, upon surrender hereof, the principal sum set forth above and to pay interest on such principal amount as provided in the Bond Indenture in like manner, but solely from said amounts available under the Bond Indenture and amounts payable under the Loan Agreement and payments upon such Loan, from the dated date hereof at the rate provided in the Bond Indenture. Interest on this Bond is payable on each Interest Payment Date.

All capitalized terms appearing in this Bond and not otherwise defined shall have the meaning provided in the Bond Indenture.

THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON ARE SPECIAL, LIMITED OBLIGATIONS OF THE AUTHORITY, SECURED AS AFORESAID AND PAYABLE SOLELY OUT OF THE REVENUES AND INCOME DERIVED FROM THE LOAN AGREEMENT AND AS OTHERWISE PROVIDED IN THE BOND INDENTURE AND THE LOAN AGREEMENT. THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR AN OBLIGATION OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE PURVIEW OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS, IF ANY, OF ANY OF THEM. THE AUTHORITY DOES NOT HAVE THE POWER TO LEVY TAXES FOR ANY PURPOSES WHATSOEVER. NO OWNER OF THIS BOND SHALL HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF TO PAY ANY PRINCIPAL INSTALLMENT OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

The principal on this Bond and the redemption price, if any, are payable upon surrender at the designated corporate trust office of U.S. Bank Trust Company, National Association, as bond trustee (in such capacity, the “**Bond Trustee**”); provided, however, that there shall be no requirements to present the Series 2024B Bonds for payment except on the date on which the Series 2024B Bonds are paid in full. Interest on this Bond shall be payable on each Interest Payment Date by the Bond Trustee by check mailed on the date on which due to the holders of Bonds at the close of business on the Record Date (as determined in accordance with the Bond Indenture) in respect of such Interest Payment Date at the registered addresses of holders as shall appear on the registration books as of the close of business of the Bond Trustee as of such Record Date. In the case of any holder of Bonds in an aggregate principal amount in excess of \$1,000,000 as shown on the registration books who, prior to the Record Date next preceding any Interest Payment Date, shall have provided the Bond Trustee with written wire transfer instructions containing the wire transfer address within the continental United States, interest payable on such Bonds shall be paid in accordance with the wire transfer instructions provided by the holder of such Bond.

This Bond is issued under a Bond Indenture, dated as of July 1, 2024 (the “**Bond Indenture**”), duly executed and delivered by the Authority to the Bond Trustee, in the aggregate principal amount of \$74,625,000 (hereinafter referred to as the “**Bonds**”) and secured by the Bond Indenture. The proceeds of the Series 2024B Bonds will be loaned to Hamilton Health Care System, Inc., a Georgia nonprofit corporation (the “**Borrower**”), which funds will be used for the purpose of lending the proceeds of the sale of the Series 2024B Bonds to the Borrower pursuant to a Loan Agreement, of even date herewith (the “**Loan Agreement**”), for the purpose of (a) refunding all or a portion of the (i) Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2012B in the original aggregate principal amount of \$6,580,000 (the “**Series 2012B Bonds**”); (ii) Development Authority of the City of Dalton Revenue Bonds (Hamilton Health Care System), Series 2012C in the original aggregate principal amount of \$53,620,000 (the “**Series 2012C Bonds**”); and (iii) Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2022 in the

original aggregate principal amount of \$31,165,000 (the “**Series 2022 Bonds**” and, together with the Series 2012B Bonds and the Series 2012C Bonds, the “**Refunded Bonds**”); and (b) paying all or a portion of the costs of issuance, all as permitted under the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62-1, *et seq.*), as amended (the “**Act**”).

The loan by the Authority to the Borrower of the proceeds of the Series 2024B Bonds will be made under and secured by a Loan Agreement dated as of July 1, 2024 (the “**Loan Agreement**”), between the Borrower and the Authority. The terms of the Loan Agreement will require payments by the Borrower which, together with other moneys available therefor, will be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 2024B Bonds.

In order to provide for the repayment of such loan, the Borrower will execute and deliver to the Bond Trustee, as assignee of the Authority, its 2024-3 Master Indenture Obligation, dated the date of authentication of the Series 2024B Bonds (the “**2024-3 Master Indenture Obligation**”), which 2024-3 Master Indenture Obligation will be issued and secured under the Master Trust Indenture, dated as of December 1, 1996 (the “**1996 Master Indenture**”), among the Borrower, Hamilton Medical Center, Inc. (“**HMC**”) and U.S. Bank Trust Company, National Association, as master trustee (in such capacity, the “**Master Trustee**”), as supplemented by various supplemental indentures, including by the Fourteenth Supplemental Master Trust Indenture, dated as of July 1, 2024 (the “**Supplement No. 14**”), between the Borrower, in its separate capacities as “Obligated Group Agent,” “Credit Group Representative,” and an “Obligated Group Member,” and the Master Trustee, relating to the issuance of the 2024-3 Master Indenture Obligation (the 1996 Master Indenture, as supplemented from time to time, the “**Original Master Indenture**”), which such Original Master Indenture shall be amended and restated in its entirety on the date of issuance of the Series 2024B Bonds by the Amended and Restated Master Trust Indenture, dated July 31, 2024 (the “**Restated Master Indenture**”), among the Borrower, HMC, Bradley Medical Center, LLC (“**BMC**”) and VBMC, Inc. (“**VBMC**”) (collectively, the “**Obligated Group**” or individually an “**Obligated Group Member**”) and the Master Trustee (the Original Master Indenture as so amended and restated in its entirety on the date of issuance of the Series 2024B Bonds, the “**Master Indenture**”), and under the 2024-3 Master Indenture Obligation, the Borrower will be obligated to pay to the Bond Trustee amounts which will be sufficient to make payments due on the Series 2024B Bonds as and when the same are due and payable.

Each Obligated Group Member unconditionally and irrevocably (subject to the rights of each Member to cease its status as an Obligated Group Member pursuant to the terms and conditions of the Master Indenture), jointly and severally agrees to pay any and all payments on the 2024-3 Master Indenture Obligation and any other obligations issued pursuant to the Master Indenture.

The payment of the principal or Redemption Price of and premium, if any, on any Series 2024B Bond when due, whether upon maturity, redemption, acceleration or otherwise, shall be payable by check in lawful money of the United States of America to the registered owners of the Series 2024B Bonds on such date upon presentation and surrender of the Series 2024B Bonds to be paid at the Principal Office of the Bond Trustee. Interest on the Series 2024B Bonds shall be paid to the Person whose name appears on the bond registration books of the Bond Trustee as the Holder thereof as of the close of business on the Record Date for each Interest Payment Date without the necessity of surrendering the Bond on which payment is being made. Payment of the

interest on (i) any Series 2024B Bonds in a Daily Mode, a Weekly Mode, an Indexed Mode, a Bank Fixed Mode, a Bank Index Mode, a Commercial Paper Mode or a R-FLOATs Rate Mode shall be made by wire transfer in immediately available funds to an account within the United States of America designated by such Holder and (ii) any Series 2024B Bonds in a Term Rate Mode or a Fixed Rate Mode shall be made by check mailed by first class mail to such Holder at its address as it appears on such registration books, or, upon the written request of any Holder of at least \$1,000,000 in aggregate principal amount of the Series 2024B Bonds, submitted to the Bond Trustee at least five Business Days prior to the Record Date, by wire transfer in immediately available funds to an account within the United States of America designated by such Holder. As long as Cede & Co. is the Holder of the Series 2024B Bonds, said principal or Redemption Price and interest payments shall be made to Cede & Co. by wire transfer in immediately available funds. The principal of and interest on Liquidity Facility Bonds shall be paid as set forth in the Reimbursement Agreement or the Liquidity Facility, as applicable, relating to such Liquidity Facility Bonds.

The Series 2024B Bonds are all issued under and equally and ratably secured by and entitled to the security of the Bond Indenture, pursuant to which the Loan is pledged and assigned and all of the right, title and interest of the Authority in and to the Loan Agreement (excluding Unassigned Rights, as defined in the Bond Indenture) are assigned by the Authority to the Bond Trustee as security for the Series 2024B Bonds. In addition, all or any portion of any series of Bonds may be advance refunded through a deposit in escrow for the benefit of such refunded Bonds of cash or United States Government Obligations (as defined in the Bond Indenture) and become payable solely from such cash or United States Government Obligations. Pursuant to the terms and conditions contained in the Master Indenture, any Member may issue additional Obligations (as defined in the Master Indenture) to the Authority or to parties other than the Authority, which will not be pledged under the Bond Indenture but which may be equally and ratably secured with the 2024-3 Master Indenture Obligation or which may be entitled to Liens upon the Property of the Obligated Group (as such terms are defined in the Master Indenture) or other security in addition to any Liens or other security which secures all Obligations. Reference is made to the Bond Indenture, to all indentures supplemental thereto, to the Master Indenture, to all indentures supplemental thereto, and to the Loan Agreement and to all amendments thereto for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Authority, the Bond Trustee and the Master Trustee and the rights of the owners of the Series 2024B Bonds, and to all the provisions of which the owner hereof, by the acceptance of this Bond assents.

At such time as the Series 2024B Bonds are in the Bank Index Mode or the Bank Fixed Mode, the transfer of the Series 2024B Bonds is restricted and the Purchaser shall not transfer the Series 2024B Bonds unless either (i) there is delivered to the Borrower, the Authority, the Bond Trustee and the Purchaser a purchaser letter in the form substantially similar to the form attached to the Bond Indenture as **EXHIBIT B** or (ii) the transferee is a “Qualified Institutional Buyer” as such term is defined under Rule 144A of the Securities and Exchange Commission, as promulgated under the Securities Act of 1933, as amended. In addition, if the Borrower is making payments directly to the Purchaser as provided for in Sections 203 and 402 of the Bond Indenture, if any Bonds are sold or transferred, the transferring Bondholder shall notify the Bond Trustee in writing of the name and address of the transferee, the effective date of the transfer, the principal amount of the Series 2024B Bonds transferred and the payment information notated on the Series 2024B

Bonds, and the Bond Trustee will, prior to delivery of such Bonds, make a notation on such Bonds of the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof. The Bond Trustee shall have no duty or obligation to confirm that any such transfer restrictions are complied with and shall be fully protected in relying on the terms of the Bond Indenture or any purchaser letter delivered to it in accordance herewith if so delivered.

The Series 2024B Bonds are issuable only as registered Bonds in Authorized Denominations pursuant to the terms of the Bond Indenture.

“**Authorized Denomination**” means denominations of

- (a) \$5,000 and any integral multiple thereof with respect to the Series 2024B Bonds in the Fixed Rate Mode or the Term Rate Mode;
- (b) \$25,000 and any integral multiple thereof with respect to Series 2024B Bonds in an Indexed Mode;
- (c) \$100,000 and any integral multiple of \$5,000 in excess thereof with respect to Series 2024B Bonds in the Daily Mode, the Weekly Mode, or the Commercial Paper Mode;
- (d) \$250,000 and any integral multiple of \$5,000 in excess thereof with respect to Series 2024B Bonds in the Bank Index Mode or the Bank Fixed Mode; and
- (e) \$25,000 and any integral multiple of \$5,000 in excess thereof with respect to the Series 2024B Bonds in the R-FLOATs Rate Mode.

The Series 2024B Bonds are subject to optional redemption, extraordinary optional redemption, special sinking fund redemption, purchase in lieu of redemption and, in certain cases, optional and mandatory tender for purchase, as provided in the Bond Indenture, including but not limited to, as follows:

Optional Redemption. During the Initial Fixed Rate Mode (as defined in the Bond Indenture), the Series 2024B Bonds are subject to redemption prior to the Maturity Date by the Authority at the written direction of the Borrower, in whole or in part at any time on or after August 15, 2034 (and if in part, in such order of maturity as the Borrower shall specify and within maturity by lot using such other method the Bond Trustee determines to be fair and reasonable and in Authorized Denominations), at the Redemption Price equal to 100% of the principal amount of Bonds called for redemption plus accrued interest, if any, to the redemption date.

Notice for the call for any redemption or purchase of the Series 2024B Bonds shall be given in accordance with the terms of the Bond Indenture. Failure to give notice in the manner prescribed in the Bond Indenture with respect to any Series 2024B Bond, or any defect in such notice, shall not affect the validity of the proceedings for redemption for any Series 2024B Bond with respect to which notice was properly given to the holder thereof. Upon the happening of the above conditions and if sufficient moneys are on deposit with the Bond Trustee on the applicable redemption or purchase date to redeem or purchase the Series 2024B Bonds to be redeemed or

purchased and to pay interest due thereon and premium, if any, the Series 2024B Bonds thus called shall not bear interest after the applicable redemption or purchase date, be protected by the Bond Indenture or be deemed to be outstanding under the provisions of the Bond Indenture. If less than all of the Series 2024B Bonds shall be called for redemption or purchase under any provision of the Bond Indenture permitting such partial redemption, the particular Bonds or portions thereof to be redeemed shall be selected as required by the Bond Indenture.

The Series 2024B Bonds are subject to advance defeasance of the Bond Indenture by depositing with the Bond Trustee, in trust, Government Obligations (as defined in the Bond Indenture), which are not prepayable or callable prior to the date the moneys therefrom are anticipated to be required, in such amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, and any uninvested cash, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Bonds outstanding at or before their respective maturity dates; provided that the Bond Trustee shall be permitted to conclusively rely upon an accountant’s verification report as conclusive evidence of the sufficiency of the amount of such deposit. The Series 2024B Bonds are also subject to advance defeasance of the Bond Indenture by depositing with the Bond Trustee in trust, at or before maturity, moneys in an amount sufficient to pay or redeem (when redeemable) such portion of the Series 2024B Bonds (including the payment of premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof), provided that such moneys, if invested, shall be invested in Government Obligations, which are not prepayable or callable prior to the date the moneys therefrom are anticipated to be required, in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such portion of the Series 2024B Bonds at or before their respective maturity dates; it being understood that the investment income on such Government Obligations may be used for any other purpose under the Act. Upon such payment or provision therefor, together with all other payments required under the Bond Indenture, the Bond Indenture may be discharged in accordance with the provisions thereof, but the Authority shall remain the obligor on all Bonds, although the holders thereof and the holder hereof shall be entitled to payment solely out of such moneys or Government Obligations deposited with the Bond Trustee.

The Authority may also pay or provide for the payment of the entire indebtedness on any portion of the Series 2024B Bonds by: (a) depositing with the Bond Trustee, in trust, Government Obligations, which are not prepayable or callable prior to the date the moneys therefrom are anticipated to be required, in such amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, and any uninvested cash, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such portion of the Series 2024B Bonds at or before their respective maturity dates; provided that the Bond Trustee shall be permitted to conclusively rely upon an accountant’s verification report as conclusive evidence of the sufficiency of the amount of such deposit; or (b) depositing with the Bond Trustee in trust, at or before maturity, moneys in an amount sufficient to pay or redeem (when redeemable) such portion of the Series 2024B Bonds (including the payment of premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof), provided that such moneys, if invested, shall be invested in Government Obligations, which are not prepayable or callable prior to the date the moneys therefrom are anticipated to be required, in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such portion of the Series 2024B Bonds at or before their respective

maturity dates; it being understood that the investment income on such Government Obligations may be used for any other purpose under the Act. Upon such deposit in accordance with the provisions of the Bond Indenture, such portion of the Series 2024B Bonds shall cease to be entitled to any lien, benefit or security under the Bond Indenture. The Authority shall remain the obligor on such portion of the Series 2024B Bonds but the holders thereof shall be entitled to payment (to the exclusion of all other Bondholders) solely out of such moneys or Government Obligations deposited with the Bond Trustee.

Notwithstanding anything to the contrary herein, upon the provision for payment of the Series 2024B Bonds or a portion thereof by depositing with the Bond Trustee, in trust, moneys or Government Obligations as specified in the Bond Indenture, the optional redemption provisions of the Bond Indenture allowing such Bonds to be called prior to maturity upon proper notice (notwithstanding provision for the payment of such Bonds having been made through a date after the first optional redemption date provided for in the Bond Indenture) shall remain available to the Authority, upon direction of the Borrower unless, in connection with making the deposits referred to in the Bond Indenture, the Authority, at the direction of the Borrower, shall have irrevocably elected to waive any future right to call the Series 2024B Bonds or portions thereof for redemption prior to maturity. Notwithstanding anything to the contrary herein, upon provision for payment of the Series 2024B Bonds or a portion thereof prior to the maturity thereof by depositing with the Bond Trustee, in trust, moneys or Government Obligations as specified in the Bond Indenture, the Authority, upon direction of the Borrower, may elect to pay such Bonds on the respective maturity dates therefore unless, in connection with making the deposits referred to in the Bond Indenture, the Authority, at the direction of the Borrower, shall have irrevocably elected to waive such right to provide for the payment thereof on the maturity date. No such redemption or restructuring shall occur, however, unless the Borrower shall deliver on behalf of the Authority to the Bond Trustee (a) Government Obligations and/or cash sufficient to discharge such Bonds (or portion thereof) on the redemption or maturity date or dates selected, and (b) a report of an independent certified public accountant verifying that such Government Obligations, together with the expected earnings thereon, and/or cash will be sufficient to provide for the payment of such Bonds to the redemption or maturity dates. The Bond Trustee will give written notice of any such redemption to the owners of the Series 2024B Bonds affected thereby.

The owner of this Bond shall have no right to enforce the provisions of the Bond Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Bond Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Bond Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Bond Indenture, the principal of all Bonds issued under the Bond Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Bond Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Bond Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Act and under the Bond Indenture precedent to and in the issuance of this Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Bond have been duly authorized by resolution of the Authority duly adopted.

No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Series 2024B Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Bond Indenture or Loan Agreement or Purchase Contract (as defined in the Bond Indenture) contained, against any past, present or future member, officer, agent or employee of the Authority, or any incorporator, member, officer, employee, director or trustee of any successor corporation, as such, either directly or through the Authority or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, director, agent or trustee, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Bond Indenture, the Loan Agreement and the Purchase Contract and the issuance of any of the Series 2024B Bonds.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Indenture until the certificate of authentication hereon shall have been duly executed by the Bond Trustee.

In the event of any conflict between the terms of this Bond and the terms of the Bond Indenture, the terms of the Bond Indenture shall prevail.

IN WITNESS WHEREOF, as provided by the Act, DALTON-WHITFIELD COUNTY JOINT DEVELOPMENT AUTHORITY has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman and its corporate seal to be hereunto affixed manually or by facsimile and attested by the facsimile or manual signature of its Secretary, all as of the dated date specified above.

DALTON-WHITFIELD COUNTY JOINT
DEVELOPMENT AUTHORITY

By: _____
Chairman

(SEAL)

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2024B Bonds described in the within mentioned Bond Indenture.

Authentication Date: _____, 2024

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Bond Trustee

By: _____
Authorized Signatory

(Form of Validation Certificate)

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF WHITFIELD

The undersigned Clerk of the Superior Court of Whitfield County, Georgia, HEREBY CERTIFIES that the within Certificate was confirmed and validated by judgment of the Superior Court of Whitfield County, Georgia, rendered on the 20th day of June, 2024, Civil Action File Number _____, that no intervention or objection was filed thereto and that no appeal has been taken therefrom.

WITNESS my signature and the seal of such Court.

(SEAL)

Clerk, Superior Court,
Whitfield County, Georgia

* * * * *

A-11

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, Attorney, to transfer the said Bond on the Bond Register thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A-12

EXHIBIT B

(Form of Investor Letter)

[LETTERHEAD OF INVESTOR]

[Date]

Dalton-Whitfield County Joint Development Authority
Dalton, Georgia

U.S. Bank Trust Company, National Association,
Atlanta, Georgia

Re: \$74,625,000 Dalton-Whitfield County Joint Development Authority Revenue
Bonds (Hamilton Health Care System, Inc. Project), Series 2024B (the “**Series
2024B Bonds**”)

Ladies & Gentleman:

The undersigned, on behalf of _____ (the “**Investor**”), hereby represents and warrants to you as follows:

1. The Investor proposes to purchase the Series 2024B Bonds. The Investor understands that the Series 2024B Bonds have not been registered under the Securities Act of 1933, as amended (the “**1933 Act**”), or the securities laws of any state, and will be sold to the Investor in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Investor set forth herein. Capitalized terms used herein shall have the meanings given to them in the Bond Indenture dated as of July 1, 2024 (the “**Bond Indenture**”) between Dalton-Whitfield County Joint Development Authority (the “**Authority**”) and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, as bond trustee (the “**Bond Trustee**”).

2. The Investor has sufficient knowledge and experience in business and financial matters in general, and investments such as the Series 2024B Bonds in particular, and is capable of evaluating the merits and risks involved in an investment in the Series 2024B Bonds. The Investor is able to bear the economic risk of, and an entire loss of, an investment in the Series 2024B Bonds.

3. The Investor acknowledges it has had an opportunity to ask questions of and has received answers from Hamilton Health Care System, Inc., a Georgia nonprofit corporation organized and existing under the laws of the State of Georgia (the “**Borrower**”); and it has received from the Borrower all information and materials which it regards as necessary to evaluate all merits and risks of its investment. The Investor has not received nor relied upon any offering or disclosure

document with respect to the Series 2024B Bonds in making its decision to purchase the Series 2024B Bonds.

4. The Investor acknowledges and understands that an investment in the Series 2024B Bonds involves a high degree of risk regarding, among other things, the payment of current interest and the payment of principal on the Series 2024B Bonds.

5. The Investor has authority to purchase the Series 2024B Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Series 2024B Bonds.

6. The Investor understands and acknowledges that (i) under no circumstances shall the Series 2024B Bonds and the interest thereon be or become an indebtedness or obligation of the State of Georgia (the “**State**”), within the purview of any constitutional or statutory limitation or provision, or a charge against the credit of, or a pledge of the taxing power of, the State or any political subdivision thereof, (ii) the Series 2024B Bonds shall be limited obligations of the Authority, and no taxes are required to be levied for the payment of principal, premium, if any, and interest on the Series 2024B Bonds; such principal of, premium, if any, and interest on the Series 2024B Bonds being payable (except as otherwise provided in the Bond Indenture) solely out of moneys to be received by the Authority as proceeds from the sale of the Series 2024B Bonds or payments or prepayments to be made on the obligations pledged under the Bond Indenture, from amounts payable under the Loan Agreement, from certain amounts on deposit with the Bond Trustee pursuant to the Bond Indenture and from certain income, if any, from the temporary investment of any of the foregoing and (iii) the Authority does not have the power to levy taxes for any purpose whatsoever, including, but not limited to payment of principal of, premium, if any, and interest on the Series 2024B Bonds. The Investor also acknowledges that the Series 2024B Bonds do not represent general obligations of the Authority, the State of Georgia or any political subdivision thereof. The Investor understands that the Series 2024B Bonds are not payable from taxes or any moneys provided by or to the Authority, other than those described in the Bond Indenture.

7. The Investor acknowledges and understands that the Series 2024B Bonds: (i) have not been and will not be registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any jurisdiction, (ii) will not be listed on any stock or other securities exchange, (iii) will carry no rating from any rating service, and (iv) will not be readily marketable.

8. The Investor is purchasing the Series 2024B Bonds solely for its own account for investment purposes and has no intention to resell or distribute all or any portion of, or interest in, the Series 2024B Bonds; provided that the Investor reserves the right to transfer or dispose of the Series 2024B Bonds at any time, and from time to time, in its complete and sole discretion, subject, however, to the restrictions described in paragraphs 9 and 10 of this letter. Under no circumstances will the Series 2024B Bonds (or any portion thereof) become a part of any securitization whereby beneficial interests in the Series 2024B Bonds are offered and sold to downstream investors as a separate security other than as specifically set forth herein related to Investor Trusts (as hereinafter defined).

9. The Investor agrees that it will only offer, sell, pledge, transfer or exchange the Series 2024B Bonds (or any legal or beneficial interest therein) in whole, and then only (i) in accordance with an available exemption from the registration requirements of Section 5 of the 1933 Act, (ii) in accordance with any applicable federal and state securities laws and (iii) upon written notice to the Authority and the Bond Trustee.

10. The Investor is [an institutional “accredited investor” within the meaning of Regulation D, Section 501 through 506 of the 1933 Act][a “qualified institutional buyer” within the meaning of Section 144A of the 1933 Act] and understands and acknowledges that the Series 2024B Bonds may be offered, resold, pledged or transferred in compliance with the Bond Indenture and herein and only to: (a) an affiliate of the Investor that is a “qualified institutional buyer”, (b) a trust or other custodial arrangement established by the Investor or an affiliate of the Investor of which the owners of any beneficial interests therein are limited to “qualified institutional buyers” or institutional “accredited investors” (each as defined in this paragraph 10) and such beneficial interests are in minimum authorized denominations set forth in the Bond Indenture (herein referred to as an “*Investor Trust*”), or (c) a person who is an institutional “accredited investor,” within the meaning of Regulation D, Section 501 through 506 of the 1993 Act or a “qualified institutional buyer,” within the meaning of Section 144A of the 1933 Act, which institutional accredited investor or qualified institutional buyer, as the case may be, executes and delivers to the Authority an “investor letter” in the form of this letter. The Investor understands and acknowledges that any and all subsequent offers, resales, pledges or transfers by an affiliate of the Investor or an Investor Trust as described in this paragraph 10 remain subject to the preceding requirements of this paragraph 10.

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11. In entering into this transaction the Investor has not relied upon any representations or opinions made by the Authority or its counsel relating to the legal or financial consequences or other aspects of the transactions, nor has it looked to, nor expected, the Authority to undertake or require any credit investigation or due diligence reviews relating to the Borrower, its financial condition or business operations, the Borrower's facilities (including the financing, operation or management thereof), or any other matter pertaining to the merits or risks of the transaction, or the adequacy of any collateral pledged to secure repayment of the Series 2024B Bonds.

12. The Investor hereby indemnifies the Authority and the Bond Trustee against any failure by the Investor, an affiliate of the Investor or an Investor Trust to transfer the Series 2024B Bonds in accordance with the restrictions relating thereto set forth in the Series 2024B Bonds, the Bond Indenture and herein.

By: _____
Its: _____

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APPENDIX C-2

FORMS OF THE LOAN AGREEMENTS

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LOAN AGREEMENT

by and between

HAMILTON HEALTH CARE SYSTEM, INC.

and

THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE CITY OF CLEVELAND, TENNESSEE

Dated as of July 1, 2024

\$205,230,000

THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE CITY OF CLEVELAND, TENNESSEE REVENUE BONDS (HAMILTON HEALTH CARE SYSTEM, INC. PROJECT), SERIES 2024A

Certain rights of The Health and Educational Facilities Board of the City of Cleveland, Tennessee hereunder have been assigned to U.S. Bank Trust Company, National Association, as Bond Trustee, under a Bond Indenture dated as of July 1, 2024 from The Health and Educational Facilities Board of the City of Cleveland, Tennessee.

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LOAN AGREEMENT

This is a LOAN AGREEMENT dated as of July 1, 2024 (as amended, restated or supplemented from time to time, this “*Loan Agreement*”), between HAMILTON HEALTH CARE SYSTEM, INC., a Georgia nonprofit corporation (the “*Borrower*”), and THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE CITY OF CLEVELAND, TENNESSEE (the “*Authority*”), a public, nonprofit corporation organized pursuant to the laws of the State of Tennessee created and existing under the laws of the State of Tennessee.

WITNESSETH:

WHEREAS, the Authority is a public, nonprofit corporation organized pursuant to the laws of the State of Tennessee, specifically Title 48, Chapter 101, Part 3 of the Tennessee Code Annotated, as amended (the “*Act*”); and

WHEREAS, the Authority was created for the purpose of developing and promoting for the public benefit and good and general commerce, welfare and prosperity and the improvement and maintenance of health and living conditions of the State of Tennessee, and the Act empowers the Authority to issue its bonds, in accordance with the applicable provisions of the Act, as heretofore or hereafter amended, and to enter into a “loan agreement” (as defined in the Act) with a “hospital institution” (as defined in the Act) for the purpose of financing or refinancing the cost of acquiring, constructing and installing any “project” (as defined in the Act) in furtherance of the public purpose for which it was created or for the purpose of refunding any bonds previously issued for such purpose; and

WHEREAS, in furtherance of the public purpose for which the Authority was created, the Authority proposes to issue its \$205,230,000 in aggregate principal amount The Health and Educational Facilities Board of the City of Cleveland, Tennessee Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024A (the “*Series 2024A Bonds*”) pursuant to the Bond Indenture, dated as of July 1, 2024 (the “*Bond Indenture*”), between the Authority and U.S. Bank Trust Company, National Association, as bond trustee (in such capacity, the “*Bond Trustee*”); and

WHEREAS, the Authority proposes to loan (the “*Loan*”) the proceeds of the sale of the Series 2024A Bonds to the Borrower pursuant to this Loan Agreement for the purpose of (i) financing a portion of the acquisition price of the assets of Tennova Healthcare – Cleveland located at 2305 Chambliss Avenue, NW, Cleveland, Tennessee 37311 and presently known as “Bradley Medical Center” (the “*Hospital*”), together with certain related businesses including medical office buildings, outpatient care facilities, physician practices and ancillary services and improvements thereto (collectively with the Hospital, the “*Bradley Medical Center Facilities*”); (ii) financing, in whole or in part, the cost of the acquisition, construction, installation and equipping of certain healthcare facilities, equipment and improvements at the Bradley Medical Center Facilities (clause (i) and (ii) are collectively referred to herein as, the “*Project*”); and (iii) paying certain costs of issuance of the Series 2024A Bonds; and

WHEREAS, the Borrower will execute and deliver to the Bond Trustee, as assignee of the Authority, its 2024-2 Master Indenture Obligation, dated the date of authentication of the Series 2024A Bonds (the “*2024-2 Master Indenture Obligation*”), to evidence and secure the obligations of the Borrower and the other Obligated Group Members (as defined in the Original Master Indenture as defined below) to make payments due on the Series 2024A Bonds as and when the same are due and payable, which 2024-2 Master Indenture Obligation will be issued and secured under the Master Trust Indenture, dated as of December 1, 1996 (the “*1996 Master Indenture*”), among the Borrower, Hamilton Medical Center, Inc. (“*HMC*”) and U.S. Bank Trust Company, National Association, as successor master trustee (in such capacity, the “*Master Trustee*”), as supplemented by various supplemental indentures, including by the Thirteenth Supplemental Master Trust Indenture, dated as of July 1, 2024 (the “*Supplement No. 13*”), between the Borrower, in its separate capacities as “Obligated Group Agent,” “Credit Group Representative,” and an “Obligated Group Member,” and the Master Trustee, relating to the issuance of the 2024-3 Master Indenture Obligation (the 1996 Master Indenture, as so supplemented, the “*Original Master Indenture*”); and

WHEREAS, pursuant to Section 9.2 of the Original Master Indenture, with the consent of the Holders of not less than a majority in aggregate principal amount of “Obligations” (as defined in the Original Master Indenture) then Outstanding, the Obligated Group Members and the Master Trustee may enter into amendments, supplements and restatements to the Original Master Indenture; and

WHEREAS, upon the receipt of the requisite consent required by Section 9.2 of the Original Master Indenture, the Original Master Indenture will be amended and restated by the Amended and Restated Master Trust Indenture, dated July 31, 2024 (as may be further amended and supplemented from time to time, the “*Restated Master Indenture*”), among the Borrower, HMC, Bradley Medical Center, LLC (“*BMC*”), and VBMC, Inc. (“*VBMC*”) and the Master Trustee, which such Restated Master Indenture will be effective, following the issuance of the Series 2024A Bonds, on the date of issuance of the Series 2024A Bonds (the “*Date of Issuance*”); and

WHEREAS, the Holders, by purchasing the Series 2024A Bonds, will be deemed to have irrevocably consented to the amendment, restatement and replacement of the Original Master Indenture with the Restated Master Indenture and such Holders will be deemed to have irrevocably directed the Bond Trustee, as Holder of the 2024-2 Master Indenture Obligation, to consent to the amendment, restatement and replacement of the Original Master Indenture with the Restated Master Indenture; and

WHEREAS, on the Date of Issuance, the following Obligations are currently outstanding under the Original Master Indenture (collectively, the “*Prior Outstanding Obligations*”): (i) the Series 1996-1 Master Note (the “*Series 1996-1 Master Note*”) in the outstanding aggregate principal amount of \$7,845,000 securing payments to be made on the Development Authority of the City of Dalton Revenue Certificates (Hamilton Health Care System Project), Series 1996 (the “*Series 1996 Bonds*”); (ii) the Series 2017-1 Master Note (the “*Series 2017-1 Master Note*”) in the outstanding aggregate principal amount of \$90,000,000 securing payments to be made on the Dalton-Whitfield County Joint Development Authority Revenue Bonds (Hamilton Health Care System Project), Series 2017 (the “*Series 2017 Bonds*”); and (iii) the Series 2024-1 Master Note

(the “*Series 2024-1 Master Note*”) in the commitment amount of \$50,000,000 (but the drawn amount of \$0) securing payments to be made on the Credit Agreement, between HHCS and Bank of America, N.A.; and

WHEREAS, contemporaneously with the issuance and delivery of the Series 2024A Bonds, the Dalton-Whitfield County Joint Development Authority (the “*Dalton Authority*”), is issuing its \$74,625,000 in aggregate principal amount Dalton-Whitfield County Joint Development Authority Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024B (the “*Dalton Bonds*”), and in connection therewith, the Borrower will execute and deliver to and U.S. Bank Trust Company, National Association, as bond trustee, as assignee of the Dalton Authority, its 2024-3 Master Indenture Obligation which will be issued and secured under the Original Master Indenture;

WHEREAS, the aggregate outstanding principal amount of the Prior Outstanding Obligations, the 2024-2 Master Indenture Obligation and the 2024-3 Master Indenture Obligation is \$377,700,000 which means that in order to obtain the consent required by Section 9.2 of the Original Master Indenture (the consent of the Holders of not less than a majority in aggregate principal amount of “Obligations” under the Original Master Indenture), the aggregate principal amount of \$188,850,001 is required to amend, restate and replace the Original Master Indenture; and

WHEREAS, the aggregate principal amount of the 2024-2 Master Indenture Obligation and the 2024-3 Master Indenture Obligation is \$279,855,000 which constitutes more than a majority of the aggregate principal amount of “Obligations” Outstanding under the Original Master Indenture, and accordingly, the amendment, restatement and replacement of the Original Master Indenture with the Restated Indenture shall be effective following the issuance of the Series 2024A Bonds, on the Date of Issuance; and

WHEREAS, all references herein to the Master Indenture shall upon the Date of Issuance, following the issuance of the Series 2024A Bonds and the execution and delivery of the Restated Master Indenture, be references to the Restated Master Indenture, as it may be further supplemented and amended from time to time; and

WHEREAS, the Series 2024A Bonds shall be secured by a pledge by the Authority to the Bond Trustee of the Trust Estate, including the payments to be paid by the Borrower pursuant to the 2024-2 Master Indenture Obligation; and

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto DO HEREBY AGREE as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The terms used in this Loan Agreement, unless the context requires otherwise, shall have the same meanings as set forth in the Bond Indenture or in the Master

Indenture, as the case may be. All accounting terms not otherwise defined in the Master Indenture or the Bond Indenture or herein shall have the meanings assigned to them in accordance with generally accepted accounting principles in the United States.

All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision unless the context indicates otherwise.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations and Warranties of the Authority. The Authority represents and warrants that:

(a) The Authority is a public, nonprofit corporation organized pursuant to the laws of the State of Tennessee created and existing under the Act, is authorized to enter into the transactions contemplated by this Loan Agreement and the Bond Indenture (the “*Authority Documents*”) and to carry out and consummate all transactions contemplated on its part by the Authority Documents.

(b) It is the Authority’s understanding, based upon certain representations of the Borrower, that the issuance and sale of the Series 2024A Bonds and the loaning of the proceeds of the Series 2024A Bonds to the Borrower is to provide a portion of the moneys for the financing of the Project and the payment of all or a portion of the costs of issuance of the Series 2024A Bonds.

(c) To provide funds to loan to the Borrower for such purposes, the Authority has authorized its Series 2024A Bonds in the aggregate principal amount of \$205,230,000 to be issued upon the terms set forth in the Bond Indenture, under the provisions of which the Authority’s interests in this Loan Agreement and the payments of principal, premium, if any, interest and other revenues hereunder (other than Unassigned Rights), and under the 2024-2 Master Indenture Obligation are pledged and assigned to the Bond Trustee as security for the payment of the principal of, premium, if any, and interest on the Series 2024A Bonds. The Authority covenants that it has not and will not pledge or assign its interest in this Loan Agreement, or the revenues and receipts derived pursuant to this Loan Agreement, excepting the Unassigned Rights, other than to the Bond Trustee under the Bond Indenture to secure the Series 2024A Bonds.

(d) The execution and delivery by the Authority of the Authority Documents, and the performance by the Authority of its obligations under the Authority Documents, have been duly and effectively authorized by all necessary corporate action on the part of the Authority, including the adoption of an appropriate approving resolution of its governing board, and do not and will not conflict with or result in any breach of any of the material terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any material lien, charge or encumbrance upon any property or assets of the Authority pursuant to any indenture, loan agreement or other agreement or instrument (other than the Bond Indenture and this Loan

Agreement) or of any material restriction to which the Authority is a party or by which the Authority, its properties or operations may be bound, and such action will not result in any material violation of the provisions of its by-laws or similar governing documents of the Authority or any material laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Authority, its properties or operations is subject.

(e) The Authority Documents have been duly authorized, executed and delivered by the Authority, and the Authority Documents are legal, valid and binding obligations of the Authority.

(f) To the knowledge of the Authority, no event has occurred and no condition exists that, upon execution of this Loan Agreement, would constitute a Default or Loan Default hereunder. To the knowledge of the Authority, no event of default has occurred and no condition exists that, upon the execution of the Bond Indenture, would constitute a Default or Event of Default thereunder.

(g) No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Authority as a condition to the execution and delivery of this Loan Agreement or the Bond Indenture, or the consummation of any transaction herein or therein contemplated on the part of the Authority.

(h) Neither the Authority's execution of this Loan Agreement, its consummation of the transaction contemplated on its part hereby, nor the Authority's fulfillment or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions and provisions of any material restriction, agreement or instrument to which the Authority is a party, or by which it or any of its property is bound, or constitutes a default under any of the foregoing.

Section 2.2. Representations and Warranties by the Borrower. The Borrower, on behalf of itself and the Obligated Group Members, makes the following representations and warranties:

(a) The Borrower has been duly incorporated and is validly existing as a domestic nonprofit corporation in good standing under the laws of the State of Georgia, and has all requisite power and authority and all necessary licenses and permits to own, lease and operate its properties, to carry on its activities as now conducted, to execute and deliver this Loan Agreement, the Restated Master Indenture, the Supplement No. 13, and the 2024-2 Master Indenture Obligation (the "***Borrower Execution Documents***") and perform its obligations under this Loan Agreement, the Restated Master Indenture, the Original Master Indenture, and the 2024-2 Master Indenture Obligation (the "***Borrower Documents***"), and to carry out and consummate all transactions contemplated on its part by the Borrower Documents.

(b) The execution and delivery by Borrower of the Borrower Execution Documents, and the performance by Borrower of its obligations under the Borrower Documents (i) have been duly and effectively authorized by all necessary corporate action on the part of Borrower, (ii) do not conflict with or result in any breach of any of the material terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any material lien, charge or encumbrance upon any property or assets of Borrower pursuant to any indenture, loan agreement

or other agreement or instrument (other than the Master Indenture, this Loan Agreement, and the 2024-2 Master Indenture Obligation) to which Borrower is a party or by which Borrower, its properties or operations may be bound, and (iii) will not result in any material violation of the provisions of the articles of incorporation or by-laws or similar incorporating or governing documents of Borrower or any material laws, ordinances, governmental rules or regulations or court or other governmental orders to which Borrower, its properties or operations is subject.

(c) No event has occurred and no condition exists that, upon execution of this Loan Agreement, would constitute a Loan Default hereunder.

(d) No event of default has occurred, and no event which, with the passage of time or the giving of notice, or both, would constitute such an event of default, has occurred and is continuing under the Master Indenture or the Bond Indenture.

(e) There is no proceeding pending, and to the best knowledge of Borrower or any Benefited Affiliate, threatened, nor, to the best knowledge of Borrower or any Benefited Affiliate, is there any reasonable basis therefore, challenging or questioning the status of Borrower or any Benefited Affiliate as an entity described in Section 501(c)(3) of the Code.

(f) The Borrower Execution Documents have been duly authorized, executed and delivered by the Borrower, and the Borrower Documents are legal, valid and binding obligations of the Borrower.

(g) No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of Borrower as a condition to the execution and delivery of the Borrower Execution Documents, or the consummation of any transaction contemplated on the part of Borrower under the Borrower Documents.

ARTICLE III

RESERVED

ARTICLE IV EXPENSE FUND AND PROJECT FUND

Section 4.1. Disbursements from Expense Fund and Project Fund.

(a) In the Bond Indenture, the Authority has authorized and directed the Bond Trustee to make disbursements from the Expense Fund to pay Issuing Expenses, or to reimburse the Borrower for any Issuing Expenses paid by the Borrower. Funds on deposit in the Expense Fund shall be disbursed as set forth in the closing memorandum for the Series 2024A Bonds dated the Closing Date and/or upon receipt of a Written Request of the Borrower for the payment of Issuing Expenses or for the reimbursement to the Borrower for Issuing Expenses for which it has paid directly. At such time as the Bond Trustee is furnished with a Written Request of the Borrower stating that all Issuing Expenses to be paid with proceeds of the Series 2024A Bonds have been

paid, and in no event later than six months from the Date of Issuance of the Series 2024A Bonds, the Bond Trustee shall transfer any funds remaining in the Expense Fund to the Project Fund, unless the Bond Trustee is provided with an Opinion of Bond Counsel to the effect that some other disposition of those amounts will not adversely affect the validity of the Series 2024A Bonds or any exclusion from gross income for federal income tax purposes to which interest on the Series 2024A Bonds would otherwise be entitled, and the Bond Trustee shall close the Expense Fund. The Bond Trustee shall be fully protected in disbursing the amounts set forth in any such Written Request of the Borrower and shall have no duty or obligation to confirm that such requested disbursements are for a permitted purpose.

(b) The amount requested for disbursement from the Expense Fund to pay or reimburse the payment of Issuing Expenses shall not result in more than two percent of the Sale Proceeds of the Series 2024A Bonds being applied to pay costs of issuance relating to the Series 2024A Bonds.

(c) In the Bond Indenture, the Authority has authorized and directed the Bond Trustee to make disbursements from the Project Fund to pay Costs of the Project, or to reimburse the Borrower for any Costs of the Project paid by the Borrower. The Bond Trustee shall not make any disbursement from the Project Fund until the Borrower shall have provided the Bond Trustee with a requisition in substantially the form attached to the Bond Indenture as **Exhibit C** and shall have delivered such requisition in accordance with Section 303 of the Bond Indenture.

(d) Upon the earlier of the receipt by the Bond Trustee of a Completion Certificate or July 31, 2027, amounts on deposit in the Project Fund or deposited in the Project Fund on any date thereafter will be transferred to the Interest Fund to the extent of the amount necessary to make any interest payments on the Series 2024A Bonds occurring within one year of such transfer, then to the Bond Sinking Fund to the extent of the amount required to be deposited therein on the next scheduled Maturity Date or mandatory redemption date if one is scheduled within one year of the date of such transfer, and then to the Redemption Fund, unless the Bond Trustee is provided with a written direction from the Borrower to apply such amounts in another manner and an Opinion of Bond Counsel to the effect that such other disposition of those amounts will not adversely affect the validity of the Series 2024A Bonds or any exclusion from gross income for federal income tax purposes to which interest on the Series 2024A Bonds would otherwise be entitled.

(e) Upon an Event of Default and an acceleration of the Series 2024A Bonds, all moneys in the Project Fund shall be transferred without any further authorization or direction to the Bond Sinking Fund.

ARTICLE V

INVESTMENT OF FUNDS

Section 5.1. Investment of Funds Arbitrage; Tax Certificate and Agreement. The Borrower covenants and agrees that it will direct the Bond Trustee, in writing, so that moneys on deposit in any fund created under the Bond Indenture shall at all times be invested by the Bond Trustee in Qualified Investments, and the Borrower will take all actions necessary, including, without limitation, providing the Bond Trustee with, or causing the Bond Trustee to receive, all

necessary directions in writing to assure that such moneys are continuously invested in accordance with the provisions of the Bond Indenture and the Tax Certificate and Agreement.

ARTICLE VI

ISSUANCE OF BONDS OF THE AUTHORITY

Section 6.1. Proceeds of the Series 2024A Bonds. The Borrower agrees that the proceeds of the Series 2024A Bonds loaned to the Borrower, shall be deposited with the Bond Trustee and applied for the benefit of the Borrower as provided in the Bond Indenture.

Section 6.2. Payment of Bonds. The Borrower agrees that the principal of, premium, if any, and interest on the Series 2024A Bonds shall be made payable in accordance with the provisions of the Bond Indenture and this Loan Agreement. The Borrower further agrees that this Loan Agreement and payments to be made hereunder and thereunder (excluding Unassigned Rights) and thereon shall be assigned and pledged to the Bond Trustee to secure the payment of the Series 2024A Bonds. The Borrower agrees that the 2024-2 Master Indenture Obligation and payments to be made thereunder (excluding Unassigned Rights) and thereon shall be assigned and pledged to the Bond Trustee to secure the payment of the Series 2024A Bonds. The foregoing notwithstanding, the Borrower agrees that the moneys and securities, if any, on deposit in the Rebate Fund and the Purchase Fund are not part of the “trust estate” and are not available to make payments of principal, premium, if any, and interest on the Series 2024A Bonds.

Section 6.3. Right of Bond Trustee to Enforce Loan Agreement and Any Obligation Pledged Under the Bond Indenture. The Borrower agrees that the 2024-2 Master Indenture Obligation, this Loan Agreement and all of the rights, interests, powers, privileges and benefits accruing to or vested in the Authority under the 2024-2 Master Indenture Obligation and this Loan Agreement may be protected and enforced in conformity with the Bond Indenture and (except for Unassigned Rights) will be thereby assigned by the Authority to the Bond Trustee as additional security for the Series 2024A Bonds and may be exercised, protected and enforced for or on behalf of the Bondholders in conformity with the provisions of this Loan Agreement, the Master Indenture and the Bond Indenture.

ARTICLE VII

PAYMENTS; FUND DEPOSITS; PREPAYMENTS AND OTHER PAYMENTS

Section 7.1. Payment of Principal, Premium, if any, and Interest. The Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Loan at the dates and the places and in the manner mentioned in the Bond Indenture and in this Loan Agreement, according to the true intent and meaning thereof and hereof. The Borrower agrees to make payments at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the Series 2024A Bonds outstanding under the Bond Indenture when due, whether upon a scheduled interest payment date, at maturity or acceleration upon the Series 2024A Bonds or otherwise. The Borrower will duly and punctually pay all amounts due under the 2024-2 Master Indenture Obligation at the dates and the places and in the manner therein provided.

Section 7.2. Payments in Respect of the Loan. The Borrower covenants and agrees to make the following payments directly to the Bond Trustee for deposit into the appropriate fund on the following dates:

(a) *Interest.* (x) *During the Commercial Paper Mode, the Indexed Mode, the Daily Mode, the Weekly Mode, the Term Rate Mode, the Bank Index Mode, the Bank Fixed Mode and the R-FLOATs Rate Mode:* On or before each Interest Payment Date during a Commercial Paper Mode, Indexed Mode, Daily Mode, Weekly Mode, Term Rate Mode, the Bank Index Mode, the Bank Fixed Mode and the R-FLOATs Rate Mode, an amount not less than the amount of interest to become due on the Series 2024A Bonds on such Interest Payment Date; provided, however, that the Borrower may be entitled to certain credits on such payments as permitted under Section 7.3 hereof; and (y) *During the Fixed Rate Mode:* On or before each February 15 and August 15 during a Fixed Rate Mode, an amount not less than the amount of interest to become due on the Series 2024A Bonds on the next succeeding Interest Payment Date; provided, however, that the Borrower may be entitled to certain credits on such payments as permitted under Section 7.3 hereof.

(b) *Principal.* On or before each Maturity Date and mandatory Bond Sinking Fund redemption date, an amount equal to not less than the next installment of principal becoming due on the Series 2024A Bonds by maturity or mandatory Bond Sinking Fund redemption or by special mandatory redemption under Section 502 of the Bond Indenture; provided, however, that the Borrower may be entitled to certain credits on such payments as permitted under Section 7.3 hereof.

(c) *Insufficient Funds.* If at any time the Borrower receives a notice from the Bond Trustee pursuant to Section 403 or 404 of the Bond Indenture that there are insufficient funds on deposit in the Interest Fund, Bond Sinking Fund or Redemption Fund and demanding payment thereof by the Borrower, the Borrower shall immediately provide immediately available funds to the Bond Trustee in the amount necessary for the Bond Trustee to make timely payments of debt service to bondholders.

(d) *Purchase Price.* If no Liquidity Facility is in effect, at or before 2:30 p.m., New York time, on any Purchase Date or Mandatory Purchase Date, an amount sufficient, together with the proceeds of the remarketing of tendered Series 2024A Bonds, to enable the Tender Agent to pay the Purchase Price in connection therewith, as specified in a notice to the Borrower from the Tender Agent in accordance with Section 509(C)(3) of the Bond Indenture. If at any time when a Liquidity Facility is in effect and the Borrower receives a notice from the Tender Agent or the Bond Trustee pursuant to Section 509(C) of the Bond Indenture that there are insufficient funds available in the Purchase Fund to pay the Purchase Price of tendered Series 2024A Bonds on any Purchase Date, the Borrower shall immediately provide immediately available funds to the Tender Agent in the amount of such insufficiency.

Section 7.3. Credits. Notwithstanding any provision contained in this Loan Agreement or in the Bond Indenture to the contrary, in addition to any credits on the amount owing hereunder resulting from payments on the 2024-2 Master Indenture Obligation or resulting from the payment or prepayment of the amount owing hereunder from other sources:

(a) any moneys irrevocably deposited by the Borrower or by the Bond Trustee on the Borrower's behalf in the Interest Fund, including Eligible Moneys on deposit in the LOC Interest Account, or transferred by the Borrower directly to the Purchaser in payment of interest on the Series 2024A Bonds as permitted under Section 402 of the Bond Indenture, shall be credited against the obligation of the Borrower under Section 7.2(a) hereof to pay interest on the amount owing hereunder as the same becomes due;

(b) any moneys irrevocably deposited by the Borrower or by the Bond Trustee on the Borrower's behalf in the Bond Sinking Fund, including Eligible Moneys on deposit in the LOC Principal Account, or transferred by the Borrower directly to the Purchaser in payment of principal of the Series 2024A Bonds as permitted under Section 402 of the Bond Indenture, shall be credited against the obligation of the Borrower under Section 7.2(b) hereof to pay the principal of the amount owing hereunder as the same becomes due and in the order of maturity to the same extent as payments are applied upon the Series 2024A Bonds through the Bond Sinking Fund; and

(c) the principal amount of the Series 2024A Bonds of any maturity purchased by the Borrower and delivered to the Bond Trustee, or purchased by the Bond Trustee on behalf of the Borrower upon the direction of the Borrower and canceled, shall be credited against the obligation of the Borrower to pay principal pursuant to Section 7.2(b) (including installment payments corresponding to mandatory sinking fund payments on such Series 2024A Bonds) on the Series 2024A Bonds and maturity.

Section 7.4. Prepayment. The Borrower shall be permitted to prepay the amounts payable hereunder so as to provide for any prepayment of a related Bond pursuant to the provisions of the Bond Indenture.

Section 7.5. Notice of Prepayment. Not less than ten (10) days prior to the date the Authority must give written notice to the Bond Trustee of any optional prepayment of the Loan, the Borrower shall give the Authority prior written notice of any optional prepayment of the Loan, which notice shall designate the date of prepayment and the amount thereof and direct the redemption of Bonds in the amounts corresponding to the amounts to be prepaid. Such notice may be withdrawn by the Borrower prior to the mailing of notice of redemption to the Bondholders pursuant to Section 5.3 of the Bond Indenture.

Section 7.6. Effect of Partial Prepayment. Upon any partial prepayment of the Loan, each installment of interest which shall thereafter be payable on the Loan shall be reduced, taking into account the interest rate or rates on the Series 2024A Bonds remaining outstanding after the redemption of Bonds from the proceeds of such partial prepayment and after the purchase and delivery and cancellation of Bonds described in Section 7.3(c) hereof so that the interest remaining payable on the Loan shall be sufficient to pay the interest on such outstanding Bonds when due.

Section 7.7. Reserved.

Section 7.8. Additional Payments. The Borrower shall pay a one-time issuance fee to the Authority based on the Authority's fee schedule for healthcare transactions in effect on the date the Series 2024A Bonds are issued and the fee of its counsel prior to or contemporaneously

with the issuance of the Series 2024A Bonds. The Borrower will also pay the following within 30 days after receipt of a bill therefor:

(a) The reasonable fees and expenses of the Authority in connection with and as provided in this Loan Agreement and the Series 2024A Bonds, such fees and expenses to be paid directly to the Authority or as otherwise directed in writing by the Authority;

(b) (i) The fees and expenses of the Bond Trustee and all other agents serving under the Bond Indenture (including any expenses in connection with any redemption of the Series 2024A Bonds), and (ii) all fees and expenses, including attorneys' fees and expenses, of the Bond Trustee for any extraordinary services rendered by it under the Bond Indenture. All such fees and expenses are to be paid directly to the Bond Trustee or other agent for its own account as and when such fees and expenses become due and payable; and

(c) All other reasonable fees and expenses incurred in connection with the issuance of the Series 2024A Bonds.

Section 7.9. The Borrower's Obligations Unconditional. (a) As security for the payment of the Series 2024A Bonds, the Authority will assign and pledge to the Bond Trustee all right, title and interest of the Authority in and to this Loan Agreement and the 2024-2 Master Indenture Obligation, including the right to receive payments hereunder and thereunder (except its Unassigned Rights, including without limitation, the right to receive payment of expenses, fees, indemnification and the rights to make determinations and receive notices as herein provided), and hereby directs the Borrower to make said payments directly to the Bond Trustee. The Borrower herewith assents to such assignment and pledge and will make payments directly to the Bond Trustee without defense or set off by reason of any dispute between the Borrower and the Authority or Bond Trustee, and hereby agrees that its obligation to make payments hereunder and to perform its other agreements contained herein are absolute and unconditional. Until the principal of and interest on the Series 2024A Bonds shall have been fully paid or provision for the payment of the Series 2024A Bonds made in accordance with the Bond Indenture, the Borrower (i) will not suspend or discontinue any payments provided for in this Loan Agreement, (ii) will perform all of its other duties and responsibilities called for by this Loan Agreement, and (iii) will not terminate this Loan Agreement for any cause including any acts or circumstances that may constitute commercial frustration of purpose, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the Authority to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Loan Agreement.

(b) The Authority and the Borrower agree that the Borrower shall bear all risk of damage, destruction or loss of title in whole or in part to its Property, or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation of such Property, or any manner or thing which for any reason interferes with, prevents or renders burdensome, the use or occupancy of its Property or the compliance by the Borrower with any of the terms of this Loan Agreement. In furtherance of the foregoing, but without limiting any of the other provisions of this Loan Agreement, the Borrower agrees that it will perform all of its duties and responsibilities called for by this Loan Agreement and that its obligations to pay the principal, premium, if any, and interest owing hereunder, to pay the other sums herein provided for and to

perform and observe its other agreements contained herein shall be absolute and unconditional and that the Borrower shall not be entitled to any suspension, discontinuation, abatement or diminution thereof nor to any termination of this Loan Agreement for any reason whatsoever (including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Bond Financed Property, commercial frustration of purpose, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the Authority to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Loan Agreement). Under no circumstances shall payments on the Series 2024A Bonds made pursuant to payments by a Credit Facility Provider under a Credit Facility, if any, diminish, abate or otherwise discharge the obligations of the Borrower under this Loan Agreement.

Section 7.10. Exchange of Bonds. In the event the Act or the Authority created thereunder is determined to be unconstitutional under the laws of the State of Tennessee or under the laws of the United States of America and, as a result thereof, the Series 2024A Bonds issued by the Authority are declared to be invalid and unenforceable, and if as a result thereof the obligations of the Borrower to make payments on the Loan are determined to be unenforceable, then the Borrower agrees that it will issue its own bonds in exchange for the Series 2024A Bonds, principal amount for principal amount, having the same rates of interest, maturities, redemption provisions and prepayment provisions as are then applicable to the Series 2024A Bonds being exchanged. The Series 2024A Bonds to be issued by the Borrower will be issued under an indenture having substantially the same terms and provisions as the Bond Indenture and this Loan Agreement and such bonds of the Borrower will be issued thereunder in exchange for the Series 2024A Bonds surrendered by the holders thereof. Notice of any such exchange shall be given as provided for redemption of the Series 2024A Bonds under the Bond Indenture and the expenses of such exchange, including the printing of the Series 2024A Bonds and other reasonable expenses in connection therewith, shall be borne by the Borrower.

ARTICLE VIII

COVENANTS RELATING TO THE USE AND OPERATION OF THE BORROWER'S PROPERTY

Section 8.1. Use of Bond Financed Property. The Borrower agrees to use, or cause each Benefited Affiliate which uses, the Bond Financed Property as a "project" within the meaning of the Act and will use or cause to be used only in furtherance of lawful corporate purposes. The Borrower further agrees and covenants that facilities will be operated so as not to discriminate on a legally impermissible basis.

The Borrower and each Benefited Affiliate agrees that it has not and will not use or permit to be used any of the Bond Financed Property, (i) by any Person in an Unrelated Trade or Business of the Borrower or (ii) by any Person who is not a Tax-Exempt Organization, in either case in such manner or to such extent as would result in the loss of any exemption for purposes of federal income taxation to which the interest on the Series 2024A Bonds would otherwise be entitled.

The Borrower and each Benefited Affiliate further agrees that it will not use or permit to be used any of the Bond Financed Property, (a) primarily for sectarian instruction or study or as a

place of devotional activities or religious worship or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination or the training of ministers, priests, rabbis or other similar persons in the field of religion or (b) in a manner which is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America and the decisions of the United States Supreme Court interpreting the same or by any comparable provisions of the Constitution of the State and the decisions in the Supreme Court of the State interpreting the same.

The covenants and agreements contained in this Section 8.1 need not be observed or may be changed if the Bond Trustee and the Borrower receive an Opinion of Bond Counsel to the effect that such nonobservance or change will not adversely affect exclusion from gross income of interest on the Series 2024A Bonds for federal income tax purposes or the validity of the Series 2024A Bonds.

Section 8.2. No Warranty by Authority. THE BORROWER RECOGNIZES THAT THE AUTHORITY HAS NOT MADE AN INSPECTION OF THE BOND FINANCED PROPERTY OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, CONDITION, WORKMANSHIP, OR FITNESS, SUITABILITY OR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF. THE BORROWER FURTHER RECOGNIZES THAT THE AUTHORITY HAS NO TITLE OR INTEREST TO ANY PART OF THE BOND FINANCED PROPERTY AND THAT THE AUTHORITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE BORROWER'S TITLE THERETO OR OWNERSHIP THEREOF OR OTHERWISE, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE BORROWER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE BOND FINANCED PROPERTY OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE AUTHORITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION 8.2 HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE AUTHORITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE BOND FINANCED PROPERTY OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OF THE STATE OF TENNESSEE, THE STATE OF GEORGIA OR ANOTHER LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE.

Section 8.3. Compliance with Laws. The Borrower shall, through the term of this Loan Agreement and at no expense to the Authority, promptly comply or cause compliance with all applicable laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the Bond Financed Property or to the repair and alteration thereof, or to the use or manner of use of the Bond Financed Property, all Federal, State and local environmental, health and safety laws, rules, regulations and orders applicable to or pertaining to the Bond Financed Property and Federal Worker Adjustment and Retraining Notification Act. The Borrower acknowledges that it is aware that Tennessee statutes, laws, ordinances, including

building and zoning codes, etc., may have materially different requirements and utilize different definitions than comparable laws in other states and jurisdictions, and the application of such laws may be impacted by the use of Bond proceeds to finance, in whole or in part, the Bond Financed Property. The Borrower has consulted with counsel with respect to the interpretation and application of these statutes, laws, ordinances, etc.

Section 8.4. Authority's and Bond Trustee's Right of Access to Bond Financed Property. The Borrower agrees that during the term of this Loan Agreement, the Authority, Bond Trustee, and their duly authorized agents shall have the right, but shall be under no duty or obligation whatsoever to exercise this right, during regular business hours, with reasonable notice, to enter upon the premises and examine and inspect the Bond Financed Property, subject to such limitations, restrictions and requirements as the Borrower may reasonably prescribe.

ARTICLE IX

PARTICULAR COVENANTS OF THE BORROWER

Section 9.1. Master Indenture Covenants.

The Borrower shall perform, and cause the other Obligated Group Members to perform, its covenants under the Master Indenture or any successor agreement thereto while the Master Indenture or any successor agreement is in effect.

Section 9.2. Covenants Relating to the Tax Status of the Series 2024A Bonds.

The Borrower covenants and agrees, for itself and on behalf of the Authority, that it will at all times do and perform, for itself and on behalf of the Authority, all acts and things permitted by law and this Loan Agreement which are necessary in order for the Series 2024A Bonds to satisfy the requirements of Sections 103 and 141 through 150 of the Code in order to assure that interest paid on the Series 2024A Bonds will be excluded from gross income for federal income tax purposes and will take no action that would result in failure of the Series 2024A Bonds to satisfy those requirements of the Code. Without limiting the generality of the foregoing, the Borrower agrees to comply, and to cause the other Members of the Obligated Group to comply to the extent applicable to such other Members of the Obligated Group, with the provisions of the Tax Certificate and Agreement. This covenant shall survive payment in full or defeasance of the Bonds.

Section 9.3. Compensation and Indemnity.

(a) The Borrower hereby covenants to pay the Bond Trustee from time to time, and the Bond Trustee shall be entitled to, reasonable compensation for all services rendered by it in the execution of the trusts created herein or in the Bond Indenture and in the exercise and performance of any of the powers and duties hereunder of the Bond Trustee, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the Borrower hereby covenants to pay or reimburse the Bond Trustee upon its request for all expenses, disbursements and advances incurred without limitation or made by or on behalf of the Bond Trustee in accordance with any of the provisions of this Loan Agreement, including the reasonable compensation and the expenses and disbursements of its counsel and of all persons

not regularly in its employ, except any such expense, disbursement or advance as may arise from its gross negligence or willful misconduct. The Bond Trustee, if and to the extent authorized by a receivership, bankruptcy or other court of competent jurisdiction, shall be entitled (but not obligated) to make advances for the purpose of preserving property of the Borrower or the Authority.

(b) The Borrower releases the Authority and the Bond Trustee from, agrees that the Authority and the Bond Trustee shall not be liable for, and agrees to indemnify, defend and hold the Authority and the Bond Trustee harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the facilities financed with the proceeds of the Series 2024A Bonds or the use thereof. The Borrower shall indemnify and hold harmless the Authority and the Bond Trustee from and against all causes of action, legal or equitable, arising by reason of any act of the Borrower or the failure of the Borrower or any of its agents or employees to fulfill any duty toward the Authority or the Bond Trustee or toward the public or toward any person or persons whomsoever the Borrower, the Authority, or the Bond Trustee may owe in connection with the facilities financed with the proceeds of the Series 2024A Bonds. The Borrower further agrees to indemnify, defend and hold the Authority and the Bond Trustee harmless against any claim arising out of or in connection with contracts for the construction of the facilities financed with the Series 2024A Bonds or the purchase of material or supplies for facilities financed with the Series 2024A Bonds, whether such claims are made by a party to such contracts, by a seller of material or supplies, by the Borrower, by any state, federal or local government, or any agency or instrumentality thereof, for payment of any sum, including but not limited to any taxes, or by any third party. The Borrower shall at its own cost and expense defend any such actions which may be brought against the Authority or the Bond Trustee, as aforementioned, whether or not such actions have any basis in law or in fact, and shall pay all amounts which may be recovered therein against the Authority or the Bond Trustee. For the purposes of this Section 9.3, “**Authority**” and “**Bond Trustee**” shall mean The Health and Educational Facilities Board of the City of Cleveland, Tennessee, and U.S. Bank Trust Company, National Association, respectively, and their board members, officers, directors, agents, servants, assignees and employees, and in the case of the Bond Trustee shall include any successor trustee under the Bond Indenture. The Borrower agrees, whether or not the transactions contemplated by this Loan Agreement, the 2024-2 Master Indenture Obligation and the Bond Indenture shall be consummated, to pay, and save the Authority harmless against liability for the payment of, all expenses arising in connection with said contemplated transaction, including the reasonable fees and expenses of the Authority’s Counsel. The Borrower agrees to indemnify and hold harmless the Authority and the Bond Trustee against any and all losses, liabilities, claims, taxes, penalties, disbursements, court costs, damages, expenses (including without limitation reasonable counsel fees and expenses) and liabilities arising from, in connection with, or as a result of the issuance of the Series 2024A Bonds, the execution, administration and delivery of this Loan Agreement, the Bond Indenture, the Master Indenture and all related documents (including the 2024-2 Master Indenture Obligation) or the performance and observance by or on behalf of the Borrower of those things on the part of the Borrower agreed to be performed or observed hereunder and thereunder. No member of the board of directors, officer, director, agent, servant, assignee or employee of the Borrower shall be personally liable for the obligations of the Borrower created hereunder.

(c) If any action shall be brought against the Authority or the Bond Trustee in respect of which indemnity may be sought under the foregoing provisions of this Section 9.3

against the Borrower, the Authority or the Bond Trustee, as the case may be, shall promptly notify the Borrower in writing, and the Borrower shall assume the defense thereof, including the employment of counsel and the payment of all expenses. In any such action, the Authority and the Bond Trustee shall have the right to employ separate counsel, but the fees and expenses of such counsel shall be at the expense of the Authority or the Bond Trustee, as the case may be, unless the Borrower and the Authority or the Bond Trustee shall have mutually agreed to the employment of such counsel to represent both the Borrower and the Authority or the Bond Trustee; provided, however, that the Authority or the Bond Trustee shall be entitled to employ separate counsel and the fees and expenses of such counsel shall be paid by the Borrower if the Authority or the Bond Trustee believes in good faith that there are defenses available to the Borrower which are not available to them or vice versa, or that a conflict of interest exists between the Borrower and the Authority or the Bond Trustee, as applicable. The Borrower shall not be liable for any settlement of such action effected without its written consent, but if settled with the written consent of the Borrower or if there shall be a final judgment for the plaintiff in any action, the Borrower agrees to indemnify and hold harmless the Authority and the Bond Trustee from and against any loss or liability by reason of such settlement or judgment. The obligations of the Borrower under this Section 9.3 shall survive the termination of this Loan Agreement and any resignation or removal of the Bond Trustee.

(d) Nothing contained in this Section 9.3 shall be construed to provide for indemnification of, or payment of expenses to, the Authority or the Bond Trustee as a result of the Authority’s or the Bond Trustee’s respective own gross negligence or willful misconduct.

(e) Failure by the Borrower to make payments required under this Section 9.3 shall not constitute an Event of Default under Section 10.1(a) hereof.

(f) The Borrower will pay, and will protect, indemnify and save each of the Authority and the Bond Trustee and their respective past, present and future members, officers, directors, employees, agents, successors, assigns and any other person, if any, who “controls” the Authority or the Bond Trustee, as the case may be, as that term is defined in Section 15 of the Securities Act of 1933, as amended (the Authority, the Bond Trustee and the other listed persons, collectively referred to as, the “**Indemnified Persons**”) harmless from and against any and all liabilities, losses, damages, tax penalties, costs and expenses (including attorneys’ fees and expenses of each of the Authority and the Bond Trustee), causes of action, suits, proceedings, claims, demands, tax reviews, investigations and judgments of whatsoever kind and nature (including, but not limited to, those arising or resulting from any injury to or death of any person or damage to property) arising from or in any manner directly or indirectly growing out of or connected with the following:

(1) the use, financing, non-use, condition or occupancy of any of the Bond Financed Property, any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto or the condition of any of such Bond Financed Property including adjoining sidewalks, streets or alleys and any equipment or facilities at any time located on or connected with such Bond Financed Property or used in connection therewith but which are not the result of the gross negligence of the Authority or the Bond Trustee;

(2) a violation of any agreement, warranty, covenant or condition of this Loan Agreement or any other agreement executed in connection with this Loan Agreement;

(3) a violation of any contract, agreement or restriction by the Borrower relating to its Property;

(4) a violation of any law, ordinance, rules, regulation or court order affecting any of the Bond Financed Property or the ownership, occupancy or use thereof or the Series 2024A Bonds or the use of the proceeds thereof;

(5) a violation of any law, ordinance, rule, regulation or court order relating to the sale of the Series 2024A Bonds; and

(6) the acceptance or administration of the Bond Indenture or this Loan Agreement, including without limitation the enforcement of any remedies under the Bond Indenture or this Loan Agreement and related documents, provided that the Bond Trustee shall not be entitled to any Indemnity related to this clause (6) caused solely by the negligence or willful misconduct of the Bond Trustee, as finally determined by a court of competent jurisdiction.

(g) In case any claim shall be made or any action shall be brought against one or more of the Indemnified Persons in respect of which indemnity can be sought against the Borrower pursuant to any of the preceding paragraphs, the Indemnified Person seeking indemnity shall promptly notify the Borrower, in writing, and the Borrower shall promptly assume the defense thereof, including the employment of counsel chosen by the Borrower and approved by the Authority or the Bond Trustee, as the case may be (provided, that such approval by the Authority or the Bond Trustee shall not be unreasonably withheld), the payment of all expenses and the right to negotiate and consent to settlement. If any Indemnified Person is advised in a written opinion of counsel that there may be legal defenses available to such Indemnified Person which are adverse to or in conflict with those available to the Borrower, or that the defense of such Indemnified Person should be handled by separate counsel, the Borrower shall not have the right to assume the defense of such Indemnified Person, but the Borrower shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Person in assuming its own defense, and provided also that, if the Borrower shall have failed to assume the defense of such action or to retain counsel reasonably satisfactory to the Authority or the Bond Trustee, as the case may be, within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Person shall be paid by the Borrower. Notwithstanding the foregoing, any one or more of the Indemnified Persons shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Person unless the employment of such counsel has been specifically authorized by the Borrower or unless the provisions of the immediately preceding sentence are applicable. The Borrower shall not be liable for any settlement of any such action affected without the consent of the Borrower, which consent shall not be unreasonably withheld, but if settled with the consent of the Borrower or if there be a final judgment for the plaintiff in any such action with or without consent, the Borrower agrees to indemnify and hold harmless the Indemnified Person from and against any loss, liability or expense by reason of such settlement or judgment.

(h) The Borrower shall also indemnify the Authority, Bond Trustee and such Indemnified Persons for all reasonable costs and expenses, including, but not limited to, reasonable counsel fees and expenses, incurred in: (i) enforcing any obligation of the Borrower under this Loan Agreement or any related agreement, (ii) taking any action requested by the Borrower, (iii) taking any action required by this Loan Agreement or any related agreement, or (iv) taking any action considered necessary by the Authority and which is authorized by this Loan Agreement or any related agreement. If the Authority is to take any action under this Loan Agreement or any other instrument executed in connection herewith for the benefit of the Borrower, it will do so if and only if (i) the Authority is a necessary party to any such action or proceeding, and (ii) the Authority has received specific written direction from the Borrower, as required hereunder or under any other instrument executed in connection herewith, as to the action to be taken by the Authority.

(i) All amounts payable to the Authority under this Section 9.3 shall be deemed to be fees and expenses payable to the Authority for the purposes of the provisions hereof and of the Bond Indenture dealing with assignment of the Authority's rights hereunder. The Authority and its members, officers, agents, employees and their successors and assigns shall not be liable to the Borrower for any reason.

(j) Any provision of this Loan Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Authority retains the right to (i) enforce any applicable Federal or State law or regulation or resolution of the Authority, and (ii) enforce any rights accorded to the Authority by Federal or State law or regulation or policy or procedure of the Authority, and nothing in this Loan Agreement shall be construed as an express or implied waiver thereof.

(k) The provisions of this Section 9.3 shall survive the termination of this Loan Agreement or the Bond Indenture and the Bond Trustee's resignation or removal.

Section 9.4. Encumbrance, Sale, Lease or Disposition of Bond Financed Property.

Subject to the Master Indenture, the Borrower and the Benefited Affiliates may encumber, sell, lease and dispose of the Bond Financed Property, in whole or in part, without the prior written consent of the Authority or the Bond Trustee, provided that in connection with any such encumbrance, sale, lease or disposition of the Bond Financed Property, in whole or in part, other than in the ordinary course of business, the Borrower shall provide the Bond Trustee with (i) a certificate to the effect that such encumbrance, sale, lease or disposition will not result in any event of default, or event which, with the passage of time or the giving of notice or both, would constitute such event of default under the Master Indenture and (ii) an opinion of Bond Counsel to the effect that such encumbrance, sale, lease or disposition is authorized or permitted under the terms of the Act and will not, by itself, result in the interest on the Series 2024A Bonds becoming includable in gross income for federal income tax purposes. No such encumbrance, sale, lease or disposition shall relieve the Borrower from its obligations hereunder or the Obligated Group Members of their obligations under the 2024-2 Master Indenture Obligation.

Section 9.5. Maintenance and Operation of Bond Financed Property.

The Borrower shall be responsible for operating the Bond Financed Property and maintaining the Bond Financed Property in good working order; provided, however, that nothing in this Section 9.5 shall require the Borrower to operate or maintain the Bond Financed Property or any part thereof if it determines that it is not in its best interests to do so.

Section 9.6. Insurance.

The Authority shall not have any obligation to keep or maintain or cause to be kept or maintained the Bond Financed Property or a portion thereof insured. Subject to the Master Indenture, the Borrower shall be responsible for maintaining, or causing to be kept and maintained, insurance in accordance with the provisions of the Master Indenture.

Section 9.7. Additions, Modifications and Improvements.

The Borrower may remodel, renovate, or improve all or any portion of the Bond Financed Property or any of its other properties or make additions, modifications or improvements thereon or thereto as it, in its discretion, may deem desirable for its purposes and uses.

Section 9.8. Limitation of Liability of Members of Authority.

No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any member, officer, employee or agent of Authority in his or her individual capacity, and neither the members of the Authority nor any officer thereof executing the Series 2024A Bonds shall be liable personally on the Series 2024A Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No member, officer, employee or agent of Authority shall incur any personal liability with respect to any other action taken by him or her pursuant to this Loan Agreement or the Bond Indenture, provided such member, officer, employee or agent acts in good faith.

Section 9.9. Consent to Assignment of Rights to Bond Trustee. The Borrower agrees that this Loan Agreement, and payments to be made on the Loan, shall be assigned and pledged to secure the payment of the Series 2024A Bonds and all of the rights, interests, powers, privileges and benefits accruing to or vested in the Authority thereunder may be protected and enforced in conformity with the Bond Indenture and may be assigned by the Authority to the Bond Trustee as additional security for the Series 2024A Bonds, other than Unassigned Rights.

Section 9.10. Maintenance; Recording.

(a) The Borrower will, at its own expense, take all necessary action to maintain and preserve the liens and security interest of this Loan Agreement so long as any principal, premium, if any, or interest on the Series 2024A Bonds remains unpaid.

(b) The Borrower will, forthwith after the execution and delivery of this Loan Agreement and thereafter from time to time, cause this Loan Agreement, including any amendments thereof and supplements thereto, and any financing statements in respect thereof to be filed, registered and recorded in such manner and in such places as may be required by law in

order to publish notice of and fully to perfect and protect (i) any lien and security interest thereof upon and the title to the Bond Financed Property, and (ii) any lien and security interest therein granted to the Bond Trustee or owner of the Series 2024A Bonds to the rights, if any, of the Authority assigned under this Loan Agreement, and from time to time will perform or cause to be performed any other act as provided by law and will execute or cause to be executed any and all continuation statements and further instruments necessary for such publication, perfection and protection. Except to the extent it is exempt therefrom, the Borrower will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all Federal or State fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Loan Agreement and such instruments of further assurance.

(c) The Authority shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the maintenance of any security interest intended to be perfected thereby. The Authority shall execute such instruments provided to it by the Borrower as may be reasonably necessary in connection with such filing or recording.

(d) Notwithstanding anything to the contrary contained herein, the Bond Trustee shall not be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings required by any amendments to applicable law, and unless the Bond Trustee shall have been notified by the Borrower or the Authority that any such initial filing or description of collateral was or has become defective, the Bond Trustee shall be fully protected in relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto and in filing any continuation statements in the same filing offices as the initial filings were made.

Section 9.11. Liquidity Facility; Substitute Liquidity Facility.

(a) Subject to Section 9.4(d) below, when Series 2024A Bonds are in any Eligible Moneys Mode, the Borrower may furnish a Liquidity Facility (or, if a Liquidity Facility is then in existence, a Substitute Liquidity Facility in substitution for the Liquidity Facility then in effect if permitted by the Liquidity Facility then in effect) to the Tender Agent to provide for the purchase of the Series 2024A Bonds in any Eligible Moneys Mode upon their optional or mandatory tender in accordance with Sections 504, 505, 506 and 508 of the Bond Indenture. Any Liquidity Facility (or Substitute Liquidity Facility) shall be a facility provided by a Liquidity Facility Provider in an amount equal to the Required Stated Amount for such Series 2024A Bonds with a term of at least 360 days from the effective date thereof.

(b) If a Liquidity Facility has been provided to the Tender Agent in accordance with Section 9.4(a) hereof by the Borrower with respect to Series 2024A Bonds, prior to the conversion of all of the Series 2024A Bonds to any Mode other than an Eligible Moneys Mode, the Borrower (i) shall maintain the Liquidity Facility or a Substitute Liquidity Facility, in an amount equal to the Required Stated Amount for such Series 2024A Bonds prior to its expiration or termination, and (ii) shall not voluntarily terminate the Liquidity Facility or any Substitute Liquidity Facility

without providing advance written notice of such termination as required by Section 9.4(c) hereof and compliance with Section 9.4(d) hereof; provided, however, that this clause (b) shall not apply to any Series 2024A Bonds that are in a Mode other than an Eligible Moneys Mode.

(c) The Borrower shall give at least 45 days' advance written notice to the Bond Trustee, the Authority, the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, the Remarketing Agent and the Tender Agent of (i) its intent to provide a Liquidity Facility (which by definition includes a Substitute Liquidity Facility) to the Tender Agent, which notice shall specify the nature of such Liquidity Facility, the identity of the Liquidity Facility Provider, the Series 2024A Bonds to have the benefit of the Liquidity Facility, and the proposed effective date and scheduled termination date of the Liquidity Facility and (ii) its intent to terminate a Liquidity Facility then in effect, if any, which notice shall specify the proposed termination date for such Liquidity Facility.

(d) Series 2024A Bonds in any Eligible Moneys Mode for which a Liquidity Facility has been provided by the Borrower pursuant to Section 9.4(a) are not required to have the benefit of a Liquidity Facility with respect to 100% of the outstanding principal amount of such Series 2024A Bonds if, prior to the expiration or termination of the Liquidity Facility then in effect, if any, there is delivered to the Authority and the Bond Trustee an Opinion of Bond Counsel to the effect that the expiration or termination of the Liquidity Facility then in effect will not adversely affect the validity of the Series 2024A Bonds or any exclusion from gross income for federal income tax purposes to which interest on the Series 2024A Bonds would otherwise be entitled.

Section 9.12. Credit Facility; Substitute Credit Facility.

(a) The Borrower may elect to maintain a Credit Facility or a Substitute Credit Facility, in an amount equal to the Required Stated Amount for the Series 2024A Bonds prior to its termination, during any Eligible Moneys Mode. The Series 2024A Bonds shall be initially issued without the support of a Credit Facility.

(b) If a Credit Facility has been delivered to the Bond Trustee in accordance with Section 9.13(a) hereof by the Borrower with respect to the Series 2024A Bonds, prior to the conversion of all of the Series 2024A Bonds to any Mode other than an Eligible Moneys Mode, the Borrower (i) shall maintain such Credit Facility or a Substitute Credit Facility, in an amount equal to the Required Stated Amount for the Series 2024A Bonds prior to its expiration or termination, and (ii) shall not voluntarily terminate such Credit Facility or any Substitute Credit Facility without providing advance written notice of such termination as required as required by Section 9.13(c) hereof and compliance with Section 9.13(d) hereof; provided, however, that this clause (b) shall not apply to any Series 2024A Bonds that are in a Mode other than an Eligible Moneys Mode.

(c) The Borrower shall give at least 45 days' advance written notice to the Bond Trustee, the Authority, the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, the Purchaser, if any, and the Remarketing Agent of (i) its intent to furnish a Credit Facility (which by definition includes a Substitute Credit Facility) to the Bond Trustee, which notice shall specify the nature of such Credit Facility, the identity of the Credit Facility Provider, and the proposed

effective date of such Credit Facility and (ii) its intent to terminate a Credit Facility then in effect, if any, which notice shall specify the proposed termination date for such Credit Facility.

(d) Series 2024A Bonds in any Eligible Moneys Mode for which a Credit Facility has been provided by the Borrower pursuant to Section 9.13(a) are not required to have the benefit of a Credit Facility with respect to 100% of the outstanding principal amount of such Series 2024A Bonds if, prior to the expiration or termination of a Credit Facility then in effect, if any, there is delivered to the Authority and the Bond Trustee an Opinion of Bond Counsel to the effect that the expiration or termination of the Credit Facility then in effect will not adversely affect the validity of the Series 2024A Bonds or any exclusion from gross income for federal income tax purposes to which interest on the Series 2024A Bonds would otherwise be entitled.

Section 9.13. Bank Index Mode and Bank Fixed Mode. When the Series 2024A Bonds are in a Bank Index Mode or a Bank Fixed Mode, the Borrower agrees to comply with the provisions of Section 210 of the Bond Indenture pertaining to the Borrower.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 10.1. Events of Default. The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder (each a "*Loan Default*"):

(a) failure of the Borrower to pay any installment of interest, principal or premium when the same shall become due and payable, whether upon a scheduled interest payment date, at maturity, upon any date fixed for prepayment, by acceleration or otherwise; or

(b) failure by the Borrower to cause to be made any payment of principal of or interest on any Series 2024A Bond in an Eligible Moneys Mode that is then-covered by a Credit Facility when the same shall become due and payable with Eligible Moneys; or

(c) failure of the Borrower to comply with or perform any of the covenants, conditions or provisions hereof and, if such breach is capable of cure, to remedy such default within 30 days after notice thereof from the Authority to the Borrower, provided, however, that if failure to perform or comply with such covenants, conditions or provisions cannot be remedied in 30 days but is capable of cure, no "event of default" shall be deemed to have occurred or to exist if the Authority in its sole discretion shall consent to the Borrower commencing corrective action and the Borrower diligently pursues such corrective action until it shall have complied with or performed such covenants, conditions, or provisions; or

(d) any representation or warranty made by the Borrower herein or in any statement or certificate furnished to the Authority or the Bond Trustee or the purchaser of any Bonds in connection with the sale of the Series 2024A Bonds or furnished by the Borrower pursuant hereto proves untrue in any material respect as of the date of the issuance or making thereof and is capable of cure but shall not be made good within 30 days after notice thereof to the Borrower by the Authority; or

(e) any event of default shall occur under the Master Indenture which would permit the acceleration of any Master Indenture Obligation; or

(f) the Borrower admits insolvency or bankruptcy or its inability to pay its debts as they mature, or is generally not paying its debts as such debts become due, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the Borrower, or for the major part of its Property; or

(g) a trustee, custodian or receiver is appointed for the Borrower or for the major part of its Property and is not discharged within 60 days after such appointment; or

(h) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 11 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Borrower (other than bankruptcy proceedings instituted by the Borrower against third parties), and if instituted against the Borrower are allowed against the Borrower or are consented to or are not dismissed, stayed or otherwise nullified within 60 days after such institution; or

(i) payment of any installment of interest, principal or premium on any Bond shall not be made when the same shall become due and payable under the provisions of the Bond Indenture.

Upon the occurrence and during the continuance of any event of default hereunder, the Authority shall have the following rights and remedies, in addition to any other remedies herein or by law provided:

I. Acceleration of Maturity; Waiver of Event of Default and Rescission of Acceleration. The Bond Trustee, as assignee of the Authority (A) may, with the written consent of the Credit Facility Provider, if any, or the Bondholders of at least 25% of the principal amount of the Series 2024A Bonds Outstanding (including, without limitation Liquidity Facility Bonds), if no Credit Facility Provider, and (B) shall, upon receipt from the Bondholders of at least 25% of the principal amount of the Series 2024A Bonds Outstanding (including, without limitation, Liquidity Facility Bonds) of a written request to do so, together with the written consent of the Credit Facility Provider, if any, by written notice to the Borrower, declare the amounts payable hereunder immediately due and payable, and upon any such declaration, such amounts shall become and be immediately due and payable as if all of the sums of money payable thereunder were originally stipulated to be paid on such accelerated payment dates, anything in this Loan Agreement to the contrary notwithstanding.

II. Right to Bring Suit, Etc. The Authority, personally or by attorney, may, in its discretion, with the written consent of the Credit Facility Provider, if any, or the Bondholders of at least 25% of the principal amount of the Series 2024A Bonds Outstanding (including, without limitation, Liquidity Facility Bonds), if no Credit Facility Provider, or shall, upon the written direction of, the Credit Facility Provider, if any, or upon receipt from the Bondholders of at least 25% of the principal amount of the Series 2024A Bonds Outstanding (including, without limitation, Liquidity Facility Bonds) of a request to do so, with the written consent of the Credit Facility Provider, if any, with or without entry,

personally or by attorney, proceed to protect and enforce its rights by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific performance of any obligation, covenant or agreement contained in the 2024-2 Master Indenture Obligation, in this Loan Agreement or in the Master Indenture, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Bond Trustee shall deem most effectual to collect the payments then due and thereafter to become due on the 2024-2 Master Indenture Obligation or to enforce performance and observance of any obligation, agreement or covenant of the Borrower hereunder, under the 2024-2 Master Indenture Obligation or under the Master Indenture or to protect and enforce any of the Authority's rights or duties hereunder or thereunder.

Section 10.2. Application of Proceeds of Remedies. The proceeds or avails resulting from the exercise of any such remedies, together with any other sums which then may be held by the Authority under this Loan Agreement, whether under the provisions of this Article or otherwise, and which are available for such application shall be applied as follows:

FIRST: To the payment of any amounts then due and payable under the Tax Certificate and Agreement.

SECOND: To the payment of the costs and expenses of the exercise of such remedies, including reasonable compensation to the Authority and the Bond Trustee, their agents, attorneys and counsel, and the fees and expenses of any judicial proceedings wherein the same may be made, and of all outstanding fees, expenses, liabilities and advances made or incurred by any thereof as permitted by this Loan Agreement, together with interest at the Bond Trustee's announced prime rate per annum then in effect, on all such advances, and to the payment of all taxes, assessments or claims prior to the claim of this Loan Agreement, except any taxes, assessments, liens, or other charges, subject to which Property may have been sold.

THIRD: To the payment of the whole amount then due, owing and unpaid upon the Loan for principal, interest and premium, if any; in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Loan, then ratably according to the aggregate of such principal and the accrued and unpaid interest and premium, if any, without preference or priority as between principal, interest or premium.

FOURTH: To the payment of any other sums required to be paid by the Borrower pursuant to any provision of this Loan Agreement.

FIFTH: To the payment of any sums required to be paid by the Borrower pursuant to any provisions of a Continuing Covenant Agreement, if any, a Credit Facility, if any, a Liquidity Facility, if any, or a Reimbursement Agreement, if any.

SIXTH: To the payment of the surplus, if any, to the Borrower, its successors or assigns, upon the written request of the Borrower or to whomsoever may be lawfully

entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

Section 10.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Authority or the Bond Trustee as its assignee is intended to be exclusive of any other available remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this Loan Agreement and the Bond Indenture, now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power and accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be expedient.

Section 10.4. Delay or Omission Not a Waiver. No delay or omission of the Authority, any Bondholder, the Bond Trustee or the Credit Facility Provider, if any, as its assignee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Loan Agreement to the Authority, the Bond Trustee or the Credit Facility Provider, if any, as its assignee may be exercised from time to time and as often as may be deemed expedient by the Authority, the Bond Trustee, the Bondholders, or the Credit Facility Provider, if any, as the case may be.

Section 10.5. Waiver of Extension, Appraisal, Stay, Laws. To the extent permitted by law, the Borrower will not during the continuance of any event of default hereunder insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Loan Agreement; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of any Property prior to any sale or sales thereof which may be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the Property so sold or any part thereof; and the Borrower hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Authority, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 10.6. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Loan Agreement invalid or unenforceable under the provisions of any applicable law.

Section 10.7. Default by the Authority – Limited Liability. Notwithstanding any provision or obligation to the contrary set forth herein, no provision of this Loan Agreement, the Bond Indenture, the Tax Certificate and Agreement or any agreement, covenant or undertaking by the Authority shall be construed so as to give rise to a pecuniary liability of the Authority or to

give rise to a charge upon the general credit of the Authority, the liability of the Authority hereunder shall be limited to its interest in the Bond Financed Property and this Loan Agreement, and all other related documents and collateral and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Authority herein contained, any obligation it may incur for the payment of money shall not be a debt of the Authority, nor shall the Authority be liable on any obligation so incurred. The Authority does not assume general liability for the repayment of the Series 2024A Bonds or for the costs, fees, penalties, taxes, interest, commissions, charges, insurance or any other payments recited herein, and shall be obligated to pay the same only out of the amounts payable by the Borrower hereunder. The Authority shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Borrower if a default shall occur hereunder.

ARTICLE XI

SUPPLEMENTS AND AMENDMENTS TO THIS LOAN AGREEMENT

Section 11.1. Supplements and Amendments to this Loan Agreement. Subject to the terms and conditions of Article X of the Bond Indenture, the Borrower and the Authority, with the consent of the Bond Trustee, may from time to time enter into such supplements and amendments to this Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof; provided, however, that no such amendment shall be effective if not adopted in accordance with the terms of the Bond Indenture. An executed copy of any of the foregoing amendments, changes or modification shall be filed with the Bond Trustee. The Bond Trustee may grant such waivers of compliance by the Borrower with provisions of this Loan Agreement as to which the Bond Trustee may deem necessary or desirable to effectuate the purposes or intent hereof and which, in the opinion of the Bond Trustee, based on an Opinion of Bond Counsel, do not have a material adverse effect upon the interests of the Bondholders, provided that the Bond Trustee shall file with the Authority any and all such waivers granted by the Bond Trustee within three (3) Business Days thereof.

ARTICLE XII

DEFEASANCE

Section 12.1. Defeasance. If the Borrower shall pay and discharge or provide, in a manner satisfactory to the Authority, for the payment and discharge of the whole amount of the principal of, premium, if any, and interest on the Loan, and shall pay or cause to be paid all other sums payable hereunder and under the Bond Indenture, or shall make arrangements satisfactory to the Authority for such payment and discharge, then and in that case all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the Authority therein shall thereupon cease, terminate and become void; and, except as otherwise provided herein, this Loan Agreement and the covenants of the Borrower contained herein shall be discharged and the Authority in such case, on demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this Loan Agreement and any financing statements filed in connection therewith and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrower,

all Property, including money, then held by the Authority other than moneys deposited with the Bond Trustee for the payment of the principal of, premium, if any, or interest on the Loan, together with the Bond marked paid or canceled.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.1. Loan Agreement for Benefit of Parties Hereto. Nothing in this Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, the Bond Trustee, any additional Paying Agent, the holder of the 2024-2 Master Indenture Obligation, the Bondholders, the Purchaser, if any, or to the Credit Facility Provider, if any, any right, remedy or claim under or by reason of this Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, the Bond Trustee, any additional Paying Agent, their successors and assigns, the holder of the 2024-2 Master Indenture Obligation, the Bondholders, the Purchaser, if any, and the Credit Facility Provider, if any.

Section 13.2. Severability. In case any one or more of the provisions contained in this Loan Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 13.3. 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 Borrower and the Bond Trustee 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 Loan Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be delivered as follows:

To the Authority:

The Health and Educational Facilities Board of the City of Cleveland,
Tennessee
Cleveland Municipal Building
190 Church Street
Cleveland, Tennessee 37364
Attention: Chairman

with a copy to:

Ginger Wilson Buchanan Law Office
423 Broad Street NW
Post Office Box 1083
Cleveland, Tennessee 37364
Telephone: (423) 614-4035
Email: gbuchanan@gwblo.com

To the Borrower:

Hamilton Health Care System, Inc.
Attention: Chief Financial Officer
1200 Memorial Drive
Dalton, Georgia 30722-1900
Telephone: (706) 272-6000
Email: jsokoro@hhcs.org

To the Bond Trustee:

U.S. Bank Trust Company, National Association
Attention: Global Corporate Trust Services
2 Concourse Parkway
Suite 800
Atlanta, Georgia 30328
Telephone: (404) 898-8829
Email: april.bright@usbank.com

To Moody's:

Moody's Investors Service
7 World Trade Center
250 Greenwich Street
Attention: Municipal Structured Products Group – 23rd Floor
New York, New York 10007
Email: MSPGSSurveillance@moodys.com

To S&P:

S&P Global Ratings
55 Water Street, 42nd Floor
New York, New York 10041
Email: nyloc@standardandpoors.com

To Fitch:

Fitch Ratings
One State Street Plaza
New York, New York 10004
Attention: Municipal Structured Finance

Section 13.4. Successors and Assigns. Whenever in this Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the Authority, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 13.5. Counterparts. This Loan Agreement is being executed in several counterparts, each of which is an original and all of which are identical. Each counterpart of this Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 13.6. Governing Law.

(a) Except as and to the extent provided in Subsection 13.6(b) below, this Loan Agreement and all disputes, claims, defenses, controversies or causes of action (whether in contract or tort) that may be based upon, arise out of or relate hereto, including as to any representation or warranty made by the Borrower in or in connection with this Loan Agreement or as an inducement to enter into this Loan Agreement, shall be governed by the internal laws of the State of Georgia, without regard to any conflicts of law principles.

(b) Notwithstanding Subsection 13.6(a) above, any disputes, claims, defenses, controversies or causes of action based upon, arising out of or relating to the following enumerated matters shall be governed by the laws of the State of Tennessee, excluding conflicts of law principles: (i) the Authority's organization, existence, statutory and corporate powers, and legal and contractual capacity; (ii) the Authority's right to the payment of its fees, costs, and expenses, including, but not limited to, attorneys' fees, costs of investigation, and the expenses of other professionals retained by the Authority and the reasonableness of such fees, costs, and expenses; (iii) the Authority's and the Indemnified Persons' rights to indemnification from the Borrower (and the Borrower's corresponding obligation to provide such indemnification); (iv) the Borrower's release of the Authority and the Indemnified Persons from liability; (v) exculpation of the Authority and the Indemnified Persons from pecuniary liability; and (vi) the Authority's governmental rights, privileges and immunities.

(c) All claims of whatever character arising out of this Loan Agreement shall be brought in any state or federal court of competent jurisdiction located in Dalton and Whitfield County, Georgia; provided, that to the extent that a dispute, claim, controversy or cause of action enumerated in Subsection 13.6(b) above can be separated from other disputes under this Loan Agreement ("Separate Dispute"), such Separate Dispute shall be adjudicated by a state or federal court of competent jurisdiction located in Bradley County, Tennessee. By executing and delivering this Loan Agreement, each party hereto irrevocably: (i) accepts generally and unconditionally and

exclusive jurisdiction and venue of such courts; (ii) waives any defense of forum non conveniens; and (iii) agrees not to seek removal of such proceedings to any court or forum other than as specified above. The foregoing shall not be deemed or construed to constitute a waiver by the Authority of any prior notice or procedural requirements applicable to actions or claims against or involving joint powers commissions or governmental units of the State of Tennessee that may exist at the time of and in connection with such matter.

Section 13.7. Immunity of Officers, Employees and Members of Authority, the Borrower and Members of the Credit Group. No recourse shall be had for the payment of the principal of or premium, if any, or interest owing hereunder or on the Loan or for any claim based thereon or upon any representation, obligation, covenant or agreement in the Bond Indenture, this Loan Agreement, or the Purchase Contract contained against any past, present or future incorporator, officer, member, trustee, employee, director or agent of the Authority, the Borrower, or any Member of the Credit Group, respectively, or any successor public or private corporations thereto, as such, either directly or through the Authority, the Borrower, or any Member, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, members, trustees, employees, directors or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Bond Indenture and this Loan Agreement.

Section 13.8. Business Days. Except as otherwise provided herein, if the date for making any payment or the date for the performance of any act or the exercising of any right, as provided in this Loan Agreement, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day with the same effect as if done on the normal date provided herein.

Section 13.9. No Recourse to the Authority. The obligations of the Authority with the respect to the Series 2024A Bonds and under this Loan Agreement are special, limited obligations of the Authority, payable solely out of the revenues and income derived under this Loan Agreement and the 2024-2 Master Indenture Obligation and as otherwise provided under this Loan Agreement and the Bond Indenture. The obligations of the Authority hereunder shall not be deemed to constitute an indebtedness or an obligation of the Authority, the State of Tennessee or any political subdivision thereof within the purview of any constitutional limitation or statutory provision, or a charge against the credit or general taxing powers, if any, of any of them. The Authority does not have the power to levy taxes for any purposes whatsoever. Neither the Authority nor any member, director, officer, employee or agent of the Authority nor any person executing the Series 2024A Bonds shall be liable personally for the Series 2024A Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2024A Bonds. No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Series 2024A Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bond Indenture, this Loan Agreement or the Purchase Contract against any past, present or future member, officer, agent or employee of the Authority, or any incorporator, member, officer, employee, director or trustee of any successor corporation, as such, either directly or through the Authority or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, director, agent or trustee as such is hereby expressly

waived and released as a condition of and consideration for the execution of the Bond Indenture and this Loan Agreement and the issuance of the Series 2024A Bonds.

Section 13.10. Term of this Loan Agreement. This Loan Agreement shall be in full force and effect from the date hereof, and shall continue in effect until the payment in full of all principal of, premium, if any, and interest on the Series 2024A Bonds, or provision for the payment thereof shall have been made pursuant to Article XI of the Bond Indenture; all fees, charges, indemnities and expenses of the Authority, Bond Trustee and Bond Registrar have been fully paid or provision made for such payment (the payment of which fees, charges, indemnities and expenses shall be evidenced by a written certification of the Borrower that it has fully paid or provided for all such fees, charges, indemnities and expenses); and all other amounts due hereunder and under the 2024-2 Master Indenture Obligation and have been duly paid or provision made for such payment. All representations, certifications and covenants by the Borrower as to the indemnification of various parties and the payment of fees and expenses of the Authority as described in Section 9.3 hereof and all matters affecting the tax-exempt status of the Series 2024A Bonds shall survive the termination of this Loan Agreement.

Section 13.11. Bond Indenture Provisions. The Bond Indenture provisions concerning the Series 2024A Bonds and other matters therein are an integral part of the terms and conditions of the loan made by the Authority to the Borrower pursuant to this Loan Agreement and the execution of this Loan Agreement shall constitute conclusive evidence of approval of the Bond Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that, whenever the Bond Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the Bond Indenture, and the Borrower hereby agrees to carry out and perform all of its obligations under the Bond Indenture as fully as if the Borrower were a party to the Bond Indenture.

Section 13.12. Rights of the Credit Facility Provider. Anything contained in the Bond Indenture or in the Series 2024A Bonds to the contrary notwithstanding, in the event there is a Credit Facility for the benefit of the Series 2024A Bonds, the existence of all rights given to the Credit Facility Provider hereunder with respect to the giving of consents or approvals or the direction of proceedings are expressly conditioned upon its timely and full performance of the Credit Facility. Any such rights shall not apply if at any time there are no Series 2024A Bonds outstanding or the Credit Facility Provider has wrongly failed to honor a properly presented drawing made under, and in compliance with, the Credit Facility or has been declared insolvent or bankrupt by a court of competent jurisdiction, an order or decree shall have been entered by a court of competent jurisdiction appointing a receiver, receivers, custodian or custodians for any of its assets or revenues and such order or decree shall not have been dismissed or stayed for a period of 30 or more days, or any proceeding shall be instituted with the consent or acquiescence of the Credit Facility Provider or any plan shall be entered into by the Credit Facility Provider for the purpose of effecting a composition between the Credit Facility Provider and its creditors or for the purpose of adjusting the claims of such creditors, the Credit Facility Provider makes any assignment for the benefit of its creditors or the Credit Facility Provider is generally not paying its debts as such debts become due or the Credit Facility Provider files a petition in bankruptcy or under Title 11 of the United States Code, as amended, or the Credit Facility has been determined to be void or unenforceable by final judgment of a court of competent jurisdiction; provided, that

this Section shall not in any way limit or affect the rights of the Credit Facility Provider as a Bondholder, as subrogee of a Bondholder or as assignee of a Bondholder or to otherwise be reimbursed and indemnified for its costs and expenses and other payment on or in connection with the Series 2024A Bonds or the Credit Facility, either by operation of law or at equity or by contract; and, provided further that such rights shall be restored if any of the foregoing events have been cured or court decisions have been reversed.

Section 13.13. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Bond Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Bond Trustee. The parties to this Bond Indenture agree that they will provide the Bond Trustee with such information as it may request in order for the Bond Trustee to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, the Borrower and the Authority have caused this Loan Agreement to be executed in their respective corporate names, all as of the date first above written.

HAMILTON HEALTH CARE SYSTEM, INC.

(SEAL)

By: _____
Executive Vice President and Chief Financial
Officer

Attest:

By: _____
Secretary

(Loan Agreement)

THE HEALTH AND EDUCATIONAL
FACILITIES BOARD OF THE CITY OF
CLEVELAND, TENNESSEE

(SEAL)

By _____
Chairman

Attest:

By: _____
Secretary

(Loan Agreement)

LOAN AGREEMENT

by and between

HAMILTON HEALTH CARE SYSTEM, INC.

and

DALTON-WHITFIELD COUNTY JOINT DEVELOPMENT AUTHORITY

Dated as of July 1, 2024

\$74,625,000

DALTON-WHITFIELD COUNTY JOINT DEVELOPMENT AUTHORITY
REVENUE BONDS
(HAMILTON HEALTH CARE SYSTEM, INC. PROJECT),
SERIES 2024B

Certain rights of Dalton-Whitfield County Joint Development Authority hereunder have been assigned to U.S. Bank Trust Company, National Association, as Bond Trustee, under a Bond Indenture dated as of July 1, 2024 from Dalton-Whitfield County Joint Development Authority.

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and is only for convenience of reference.)

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Exhibit A: Form of Requisition for Costs of Issuance Fund

LOAN AGREEMENT

This is a LOAN AGREEMENT, dated as of July 1, 2024 (as amended, restated or supplemented from time to time, this “**Loan Agreement**”), between HAMILTON HEALTH CARE SYSTEM, INC., a Georgia nonprofit corporation (the “**Borrower**”), and DALTON-WHITFIELD COUNTY JOINT DEVELOPMENT AUTHORITY (the “**Authority**”), a public body corporate and politic created and existing under the laws of the State of Georgia.

W I T N E S S E T H:

WHEREAS, the Authority is a public body corporate and politic created pursuant to the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62-1, *et seq.*), as amended (the “**Act**”); and

WHEREAS, the Authority was created for the purpose of developing and promoting for the public good and general welfare trade, commerce, industry and employment opportunities and promoting the general welfare of the State of Georgia, and the Act empowers the Authority to issue its revenue obligations, in accordance with the applicable provisions of the Revenue Bond Law of the State of Georgia (O.C.G.A. Sections 36-82-60--36-82-85), as heretofore or hereafter amended, and to lend the proceeds of such revenue obligations to any person, firm, or corporation for the purpose of financing or refinancing the cost of acquiring, constructing and installing any “project” (as defined in the Act) in furtherance of the public purpose for which it was created or refunding any bonds or other obligations previously issued for such purpose; and

WHEREAS, in furtherance of the public purpose for which the Authority was created, the Authority proposes to issue its \$74,625,000 in aggregate principal amount Dalton-Whitfield County Joint Development Authority Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024B (the “**Series 2024B Bonds**”) pursuant to the Bond Indenture, dated as of July 1, 2024 (the “**Bond Indenture**”), between the Authority and U.S. Bank Trust Company, National Association, as bond trustee (in such capacity, the “**Bond Trustee**”); and

WHEREAS, the Authority proposes to loan (the “**Loan**”) the proceeds of the sale of the Series 2024B Bonds to the Borrower pursuant to this Loan Agreement for the purpose of (a) refunding all or a portion of the (i) Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2012B in the original aggregate principal amount of \$6,580,000 (the “**Series 2012B Bonds**”); (ii) Development Authority of the City of Dalton Revenue Bonds (Hamilton Health Care System), Series 2012C in the original aggregate principal amount of \$53,620,000 (the “**Series 2012C Bonds**”); and (iii) Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2022 in the original aggregate principal amount of \$31,165,000 (the “**Series 2022 Bonds**”) and, together with the Series 2012B Bonds and the Series 2012C Bonds, the “**Refunded Bonds**”); and (b) paying all or a portion of the costs of issuance of the Series 2024B Bonds; and

WHEREAS, the Borrower will execute and deliver to the Bond Trustee, as assignee of the Authority, its 2024-3 Master Indenture Obligation, dated the date of authentication of the Series 2024B Bonds (the “**2024-3 Master Indenture Obligation**”), to evidence and secure the obligations of the Borrower and the other Obligated Group Members (as defined in the Original Master

Indenture as defined below) to make payments due on the Series 2024B Bonds as and when the same are due and payable, which 2024-3 Master Indenture Obligation will be issued and secured under the Master Trust Indenture, dated as of December 1, 1996 (the “**1996 Master Indenture**”), among the Borrower, Hamilton Medical Center, Inc. (“**HMC**”) and U.S. Bank Trust Company, National Association, as successor master trustee (in such capacity, the “**Master Trustee**”), as supplemented by various supplemental indentures, including by the Fourteenth Supplemental Master Trust Indenture, dated as of July 1, 2024 (the “**Supplement No. 14**”), between the Borrower, in its separate capacities as “Obligated Group Agent,” “Credit Group Representative,” and an “Obligated Group Member,” and the Master Trustee, relating to the issuance of the 2024-3 Master Indenture Obligation (the 1996 Master Indenture, as so supplemented, the “**Original Master Indenture**”); and

WHEREAS, pursuant to Section 9.2 of the Original Master Indenture, with the consent of the Holders of not less than a majority in aggregate principal amount of “Obligations” (as defined in the Original Master Indenture) then Outstanding, the Obligated Group Members and the Master Trustee may enter into amendments, supplements and restatements to the Original Master Indenture; and

WHEREAS, upon the receipt of the requisite consent required by Section 9.2 of the Original Master Indenture, the Original Master Indenture will be amended and restated by the Amended and Restated Master Trust Indenture, dated July 31, 2024 (as may be further amended and supplemented from time to time, the “**Restated Master Indenture**”), among the Borrower, HMC, Bradley Medical Center, LLC (“**BMC**”), and VBMC, Inc. (“**VBMC**”) and the Master Trustee, which such Restated Master Indenture will be effective, following the issuance of the Series 2024B Bonds, on the date of issuance of the Series 2024B Bonds (the “**Date of Issuance**”); and

WHEREAS, the Holders, by purchasing the Series 2024B Bonds, will be deemed to have irrevocably consented to the amendment, restatement and replacement of the Original Master Indenture with the Restated Master Indenture and such Holders will be deemed to have irrevocably directed the Bond Trustee, as Holder of the 2024-3 Master Indenture Obligation, to consent to the amendment, restatement and replacement of the Original Master Indenture with the Restated Master Indenture; and

WHEREAS, on the Date of Issuance, the following Obligations are currently outstanding under the Original Master Indenture (collectively, the “**Prior Outstanding Obligations**”): (i) the Series 1996-1 Master Note (the “**Series 1996-1 Master Note**”) in the outstanding aggregate principal amount of \$7,845,000 securing payments to be made on the Development Authority of the City of Dalton Revenue Certificates (Hamilton Health Care System Project), Series 1996 (the “**Series 1996 Bonds**”); (ii) the Series 2017-1 Master Note (the “**Series 2017-1 Master Note**”) in the outstanding aggregate principal amount of \$90,000,000 securing payments to be made on the Dalton-Whitfield County Joint Development Authority Revenue Bonds (Hamilton Health Care System Project), Series 2017 (the “**Series 2017 Bonds**”); and (iii) the Series 2024-1 Master Note (the “**Series 2024-1 Master Note**”) in the commitment amount of \$50,000,000 (but the drawn amount of \$0) securing payments to be made on the Credit Agreement, between HHCS and Bank of America, N.A.; and

WHEREAS, contemporaneously with the issuance and delivery of the Series 2024B Bonds, The Health and Educational Facilities Board of the City of Cleveland, Tennessee (the “*Cleveland Authority*”), is issuing its \$205,230,000 in aggregate principal amount The Health and Educational Facilities Board of the City of Cleveland, Tennessee Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024A (the “*Cleveland Bonds*”), and in connection therewith, the Borrower will execute and deliver to and U.S. Bank Trust Company, National Association, as bond trustee, as assignee of the Dalton Authority, its 2024-2 Master Indenture Obligation which will be issued and secured under the Original Master Indenture;

WHEREAS, the aggregate principal amount of the Prior Outstanding Obligations, the 2024-2 Master Indenture Obligation and the 2024-3 Master Indenture Obligation is \$377,700,000 which means that in order to obtain the consent required by Section 9.2 of the Original Master Indenture (the consent of the Holders of not less than a majority in aggregate principal amount of “Obligations” under the Original Master Indenture), the aggregate principal amount of \$188,850,001 is required to amend, restate and replace the Original Master Indenture; and

WHEREAS, the aggregate principal amount of the 2024-2 Master Indenture Obligation and the 2024-3 Master Indenture Obligation is \$279,855,000 which constitutes more than a majority of the aggregate principal amount of Obligations Outstanding under the Original Master Indenture, and accordingly, the amendment, restatement and replacement of the Original Master Indenture with the Restated Indenture shall be effective following the issuance of the Series 2024B Bonds, on the Date of Issuance; and

WHEREAS, all references herein to the Master Indenture shall upon the Date of Issuance, following the issuance of the Series 2024B Bonds and the execution and delivery of the Restated Master Indenture, be references to the Restated Master Indenture, as it may be further supplemented and amended from time to time; and

WHEREAS, the Series 2024B Bonds shall be secured by a pledge by the Authority to the Bond Trustee of the Trust Estate, including the payments to be paid by the Borrower pursuant to the 2024-3 Master Indenture Obligation; and

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto DO HEREBY AGREE as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The terms used in this Loan Agreement, unless the context requires otherwise, shall have the same meanings as set forth in the Bond Indenture or in the Master Indenture, as the case may be. All accounting terms not otherwise defined in the Master Indenture or the Bond Indenture or herein shall have the meanings assigned to them in accordance with generally accepted accounting principles in the United States.

All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision unless the context indicates otherwise.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations and Warranties of the Authority. The Authority represents and warrants that:

(a) The Authority is validly existing as a public body corporate and politic under the laws of the State of Georgia created and existing under the Act, is authorized to enter into the transactions contemplated by this Loan Agreement and the Bond Indenture (the “*Authority Documents*”) and to carry out and consummate all transactions contemplated on its part by the Authority Documents.

(b) It is the Authority’s understanding, based upon certain representations of the Borrower, that the issuance and sale of the Series 2024B Bonds and the loaning of the proceeds of the Series 2024B Bonds to the Borrower is to provide a portion of the moneys for the current refunding of the Refunded Bonds and the payment of all or a portion of the costs of issuance of the Series 2024B Bonds.

(c) To provide funds to loan to the Borrower for such purposes, the Authority has authorized its Series 2024B Bonds in the aggregate principal amount of \$74,625,000 to be issued upon the terms set forth in the Bond Indenture, under the provisions of which the Authority’s interests in this Loan Agreement and the payments of principal, premium, if any, interest and other revenues hereunder (other than Unassigned Rights), and under the 2024-3 Master Indenture Obligation are pledged and assigned to the Bond Trustee as security for the payment of the principal of, premium, if any, and interest on the Series 2024B Bonds. The Authority covenants that it has not and will not pledge or assign its interest in this Loan Agreement, or the revenues and receipts derived pursuant to this Loan Agreement, excepting the Unassigned Rights, other than to the Bond Trustee under the Bond Indenture to secure the Series 2024B Bonds.

(d) The execution and delivery by the Authority of the Authority Documents, and the performance by the Authority of its obligations under the Authority Documents, have been duly and effectively authorized by all necessary corporate action on the part of the Authority, including the adoption of an appropriate approving resolution of its governing board, and do not and will not conflict with or result in any breach of any of the material terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any material lien, charge or encumbrance upon any property or assets of the Authority pursuant to any indenture, loan agreement or other agreement or instrument (other than the Bond Indenture and this Loan Agreement) or of any material restriction to which the Authority is a party or by which the Authority, its properties or operations may be bound, and such action will not result in any material violation of the provisions of its by-laws or similar governing documents of the Authority or any

material laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Authority, its properties or operations is subject.

(e) The Authority Documents have been duly authorized, executed and delivered by the Authority, and the Authority Documents are legal, valid and binding obligations of the Authority.

(f) To the knowledge of the Authority, no event has occurred and no condition exists that, upon execution of this Loan Agreement, would constitute a Default or Loan Default hereunder. To the knowledge of the Authority, no event of default has occurred and no condition exists that, upon the execution of the Bond Indenture, would constitute a Default or Event of Default thereunder.

(g) No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Authority as a condition to the execution and delivery of this Loan Agreement or the Bond Indenture, or the consummation of any transaction herein or therein contemplated on the part of the Authority.

(h) Neither the Authority's execution of this Loan Agreement, its consummation of the transaction contemplated on its part hereby, nor the Authority's fulfillment or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions and provisions of any material restriction, agreement or instrument to which the Authority is a party, or by which it or any of its property is bound, or constitutes a default under any of the foregoing.

Section 2.2. Representations and Warranties by the Borrower. The Borrower, on behalf of itself and the Obligated Group Members, makes the following representations and warranties:

(a) The Borrower has been duly incorporated and is validly existing as a domestic nonprofit corporation in good standing under the laws of the State of Georgia, and has all requisite power and authority and all necessary licenses and permits to own, lease and operate its properties, to carry on its activities as now conducted, to execute and deliver this Loan Agreement, the Restated Master Indenture, the Supplement No. 14, the 2012C Escrow Deposit Agreement, the 2022 Escrow Deposit Agreement, and the 2024-3 Master Indenture Obligation (the "***Borrower Execution Documents***") and perform its obligations under this Loan Agreement, the Restated Master Indenture, the Original Master Indenture, the 2012C Escrow Deposit Agreement, the 2022 Escrow Deposit Agreement, and the 2024-3 Master Indenture Obligation (the "***Borrower Documents***"), and to carry out and consummate all transactions contemplated on its part by the Borrower Documents.

(b) The execution and delivery by Borrower of the Borrower Execution Documents, and the performance by Borrower of its obligations under the Borrower Documents (i) have been duly and effectively authorized by all necessary corporate action on the part of Borrower, (ii) do not conflict with or result in any breach of any of the material terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any material lien, charge or encumbrance upon any property or assets of Borrower pursuant to any indenture, loan agreement or other agreement or instrument (other than the Master Indenture, this Loan Agreement, and the

2024-3 Master Indenture Obligation) to which Borrower is a party or by which Borrower, its properties or operations may be bound, and (iii) will not result in any material violation of the provisions of the articles of incorporation or by-laws or similar incorporating or governing documents of Borrower or any material laws, ordinances, governmental rules or regulations or court or other governmental orders to which Borrower, its properties or operations is subject.

(c) No event has occurred and no condition exists that, upon execution of this Loan Agreement, would constitute a Loan Default hereunder.

(d) No event of default has occurred, and no event which, with the passage of time or the giving of notice, or both, would constitute such an event of default, has occurred and is continuing under the Master Indenture or the Bond Indenture.

(e) There is no proceeding pending, and to the best knowledge of Borrower or any Benefited Affiliate, threatened, nor, to the best knowledge of Borrower or any Benefited Affiliate, is there any reasonable basis therefore, challenging or questioning the status of Borrower or any Benefited Affiliate as an entity described in Section 501(c)(3) of the Code.

(f) The Borrower Execution Documents have been duly authorized, executed and delivered by the Borrower, and the Borrower Documents are legal, valid and binding obligations of the Borrower.

(g) No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of Borrower as a condition to the execution and delivery of the Borrower Execution Documents, or the consummation of any transaction contemplated on the part of Borrower under the Borrower Documents.

ARTICLE III

RESERVED

ARTICLE IV COSTS OF ISSUANCE FUND

Section 4.1. Disbursements From Costs of Issuance Fund.

(a) In the Bond Indenture, the Authority has authorized and directed the Bond Trustee to make disbursements from the Costs of Issuance Fund to pay (or reimburse the Borrower for) the expenses for any recording, trustee's and depository's fees and expenses, accounting and legal fees, financing costs (including costs of acquiring investments for the funds and escrows), and other fees and expenses incurred or to be incurred by or on behalf of the Borrower in connection with or incident to the issuance and sale of the Series 2024B Bonds. The Bond Trustee shall not make any disbursement from the Costs of Issuance Fund until the Borrower shall have provided the Bond Trustee with a requisition in substantially the form attached hereto as **EXHIBIT A** and shall have delivered such requisition in accordance with Section 302 of the Bond Indenture.

(b) The amount requested for disbursement in such requisition, together with the amount or amounts previously disbursed from the Costs of Issuance Fund for costs of issuance relating to the Series 2024B Bonds, shall not result in more than two percent of the Sale Proceeds of the Series 2024B Bonds being applied to pay costs of issuance relating to the Series 2024B Bonds.

(c) The Authority and the Bond Trustee may rely conclusively upon such requisition. Upon request, the Borrower shall furnish the Authority or the Bond Trustee with copies of invoices or other appropriate documentation supporting payments or reimbursements requested pursuant to this section.

(d) Upon an Event of Default and an acceleration of the Series 2024B Bonds, all moneys in the Costs of Issuance Fund shall be transferred without any further authorization or direction to the Bond Sinking Fund.

(e) In accordance with Section 302 of the Bond Indenture, upon written direction from the Borrower, the Bond Trustee shall transfer any moneys remaining in the Costs of Issuance Fund to the Interest Fund within six months after the Date of Issuance and shall promptly thereafter close the Costs of Issuance Fund; provided, however that if the Borrower has not provided such written direction by the date that is six months after the Date of Issuance, the Bond Trustee shall make such transfer without such written direction.

ARTICLE V

INVESTMENT OF FUNDS

Section 5.1. Investment of Funds Arbitrage; Tax Certificate and Agreement. The Borrower covenants and agrees that it will direct the Bond Trustee, in writing, so that moneys on deposit in any fund created under the Bond Indenture shall at all times be invested by the Bond Trustee in Qualified Investments and the Borrower will take all actions necessary, including, without limitation, providing the Bond Trustee with, or causing the Bond Trustee to receive, all necessary directions in writing to assure that such moneys are continuously invested in accordance with the provisions of the Bond Indenture and the Tax Certificate and Agreement. .

ARTICLE VI

ISSUANCE OF BONDS OF THE AUTHORITY

Section 6.1. Proceeds of the Series 2024B Bonds. The Borrower agrees that the proceeds of the Series 2024B Bonds loaned to the Borrower, shall be deposited with the Bond Trustee and applied for the benefit of the Borrower as provided in the Bond Indenture.

Section 6.2. Payment of Bonds. The Borrower agrees that the principal of, premium, if any, and interest on the Series 2024B Bonds shall be made payable in accordance with the provisions of the Bond Indenture and this Loan Agreement. The Borrower further agrees that this Loan Agreement and payments to be made hereunder and thereunder (excluding Unassigned Rights) and thereon shall be assigned and pledged to the Bond Trustee to secure the payment of

the Series 2024B Bonds. The Borrower agrees that the 2024-3 Master Indenture Obligation and payments to be made thereunder (excluding Unassigned Rights) and thereon shall be assigned and pledged to the Bond Trustee to secure the payment of the Series 2024B Bonds. The foregoing notwithstanding, the Borrower agrees that the moneys and securities, if any, on deposit in the Rebate Fund and the Purchase Fund are not part of the “*trust estate*” and are not available to make payments of principal, premium, if any, and interest on the Series 2024B Bonds.

Section 6.3. Right of Bond Trustee to Enforce Loan Agreement and Any Obligation Pledged Under the Bond Indenture. The Borrower agrees that the 2024-3 Master Indenture Obligation, this Loan Agreement and all of the rights, interests, powers, privileges and benefits accruing to or vested in the Authority under the 2024-3 Master Indenture Obligation and this Loan Agreement may be protected and enforced in conformity with the Bond Indenture and (except for Unassigned Rights) will be thereby assigned by the Authority to the Bond Trustee as additional security for the Series 2024B Bonds and may be exercised, protected and enforced for or on behalf of the Bondholders in conformity with the provisions of this Loan Agreement, the Master Indenture and the Bond Indenture.

ARTICLE VII

PAYMENTS; FUND DEPOSITS; PREPAYMENTS AND OTHER PAYMENTS

Section 7.1. Payment of Principal, Premium, if any, and Interest. The Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Loan at the dates and the places and in the manner mentioned in the Bond Indenture and in this Loan Agreement, according to the true intent and meaning thereof and hereof. The Borrower agrees to make payments at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the Series 2024B Bonds outstanding under the Bond Indenture when due, whether upon a scheduled interest payment date, at maturity or acceleration upon the Series 2024B Bonds or otherwise. The Borrower will duly and punctually pay all amounts due under the 2024-3 Master Indenture Obligation at the dates and the places and in the manner therein provided.

Section 7.2. Payments in Respect of the Loan. The Borrower covenants and agrees to make the following payments directly to the Bond Trustee for deposit into the appropriate fund on the following dates:

(a) *Interest.* (x) *During the Commercial Paper Mode, the Indexed Mode, the Daily Mode, the Weekly Mode, the Term Rate Mode, the Bank Index Mode, the Bank Fixed Mode and the R-FLOATs Rate Mode:* On or before each Interest Payment Date during a Commercial Paper Mode, Indexed Mode, Daily Mode, Weekly Mode, Term Rate Mode, the Bank Index Mode, the Bank Fixed Mode and the R-FLOATs Rate Mode, an amount not less than the amount of interest to become due on the Series 2024B Bonds on such Interest Payment Date; provided, however, that the Borrower may be entitled to certain credits on such payments as permitted under Section 7.3 hereof; and (y) *During the Fixed Rate Mode:* On or before each February 15 and August 15 during a Fixed Rate Mode, an amount not less than the amount of interest to become due on the Series 2024B Bonds on the next succeeding Interest Payment Date; provided, however, that the Borrower may be entitled to certain credits on such payments as permitted under Section 7.3 hereof.

(b) *Principal.* On or before each Maturity Date and mandatory Bond Sinking Fund redemption date, an amount equal to not less than the next installment of principal becoming due on the Series 2024B Bonds by maturity or mandatory Bond Sinking Fund redemption or by special mandatory redemption under Section 502 of the Bond Indenture; provided, however, that the Borrower may be entitled to certain credits on such payments as permitted under Section 7.3 hereof.

(c) *Insufficient Funds.* If at any time the Borrower receives a notice from the Bond Trustee pursuant to Section 403 or 404 of the Bond Indenture that there are insufficient funds on deposit in the Interest Fund, Bond Sinking Fund or Redemption Fund and demanding payment thereof by the Borrower, the Borrower shall immediately provide immediately available funds to the Bond Trustee in the amount necessary for the Bond Trustee to make timely payments of debt service to bondholders.

(d) *Purchase Price.* If no Liquidity Facility is in effect, at or before 2:30 p.m., New York time, on any Purchase Date or Mandatory Purchase Date, an amount sufficient, together with the proceeds of the remarketing of tendered Series 2024B Bonds, to enable the Tender Agent to pay the Purchase Price in connection therewith, as specified in a notice to the Borrower from the Tender Agent in accordance with Section 509(C)(3) of the Bond Indenture. If at any time when a Liquidity Facility is in effect and the Borrower receives a notice from the Tender Agent or the Bond Trustee pursuant to Section 509(C) of the Bond Indenture that there are insufficient funds available in the Purchase Fund to pay the Purchase Price of tendered Series 2024B Bonds on any Purchase Date, the Borrower shall immediately provide immediately available funds to the Tender Agent in the amount of such insufficiency.

Section 7.3. *Credits.* Notwithstanding any provision contained in this Loan Agreement or in the Bond Indenture to the contrary, in addition to any credits on the amount owing hereunder resulting from payments on the 2024-3 Master Indenture Obligation or resulting from the payment or prepayment of the amount owing hereunder from other sources:

(a) any moneys irrevocably deposited by the Borrower or by the Bond Trustee on the Borrower's behalf in the Interest Fund, including Eligible Moneys on deposit in the LOC Interest Account, or transferred by the Borrower directly to the Purchaser in payment of interest on the Series 2024B Bonds as permitted under Section 402 of the Bond Indenture, shall be credited against the obligation of the Borrower under Section 7.2(a) hereof to pay interest on the amount owing hereunder as the same becomes due;

(b) any moneys irrevocably deposited by the Borrower or by the Bond Trustee on the Borrower's behalf in the Bond Sinking Fund, including Eligible Moneys on deposit in the LOC Principal Account, or transferred by the Borrower directly to the Purchaser in payment of principal of the Series 2024B Bonds as permitted under Section 402 of the Bond Indenture, shall be credited against the obligation of the Borrower under Section 7.2(b) hereof to pay the principal of the amount owing hereunder as the same becomes due and in the order of maturity to the same extent as payments are applied upon the Series 2024B Bonds through the Bond Sinking Fund; and

(c) the principal amount of the Series 2024B Bonds of any maturity purchased by the Borrower and delivered to the Bond Trustee, or purchased by the Bond Trustee on behalf of the

Borrower upon the direction of the Borrower and canceled, shall be credited against the obligation of the Borrower to pay principal pursuant to Section 7.2(b) (including installment payments corresponding to mandatory sinking fund payments on such Series 2024B Bonds) on the Series 2024B Bonds and maturity.

Section 7.4. *Prepayment.* The Borrower shall be permitted to prepay the amounts payable hereunder so as to provide for any prepayment of a related Bond pursuant to the provisions of the Bond Indenture.

Section 7.5. *Notice of Prepayment.* Not less than ten (10) days prior to the date the Authority must give written notice to the Bond Trustee of any optional prepayment of the Loan, the Borrower shall give the Authority prior written notice of any optional prepayment of the Loan, which notice shall designate the date of prepayment and the amount thereof and direct the redemption of Bonds in the amounts corresponding to the amounts to be prepaid. Such notice may be withdrawn by the Borrower prior to the mailing of notice of redemption to the Bondholders pursuant to Section 5.3 of the Bond Indenture.

Section 7.6. *Effect of Partial Prepayment.* Upon any partial prepayment of the Loan, each installment of interest which shall thereafter be payable on the Loan shall be reduced, taking into account the interest rate or rates on the Series 2024B Bonds remaining outstanding after the redemption of Bonds from the proceeds of such partial prepayment and after the purchase and delivery and cancellation of Bonds described in Section 7.3(c) hereof so that the interest remaining payable on the Loan shall be sufficient to pay the interest on such outstanding Bonds when due.

Section 7.7. *Reserved.*

Section 7.8. *Additional Payments.* The Borrower shall pay a one-time issuance fee to the Authority based on the Authority's fee schedule for healthcare transactions in effect on the date the Series 2024B Bonds are issued and the fee of its counsel prior to or contemporaneously with the issuance of the Series 2024B Bonds. The Borrower will also pay the following within 30 days after receipt of a bill therefor:

(a) The reasonable fees and expenses of the Authority in connection with and as provided in this Loan Agreement and the Series 2024B Bonds, such fees and expenses to be paid directly to the Authority or as otherwise directed in writing by the Authority;

(b) (i) The fees and expenses of the Bond Trustee and all other agents serving under the Bond Indenture (including any expenses in connection with any redemption of the Series 2024B Bonds), and (ii) all fees and expenses, including attorneys' fees and expenses, of the Bond Trustee for any extraordinary services rendered by it under the Bond Indenture. All such fees and expenses are to be paid directly to the Bond Trustee or other agent for its own account as and when such fees and expenses become due and payable; and

(c) All other reasonable fees and expenses incurred in connection with the issuance of the Series 2024B Bonds.

Section 7.9. *The Borrower's Obligations Unconditional.* (a) As security for the payment of the Series 2024B Bonds, the Authority will assign and pledge to the Bond Trustee all

right, title and interest of the Authority in and to this Loan Agreement and the 2024-3 Master Indenture Obligation, including the right to receive payments hereunder and thereunder (except its Unassigned Rights, including without limitation, the right to receive payment of expenses, fees, indemnification and the rights to make determinations and receive notices as herein provided), and hereby directs the Borrower to make said payments directly to the Bond Trustee. The Borrower herewith assents to such assignment and pledge and will make payments directly to the Bond Trustee without defense or set off by reason of any dispute between the Borrower and the Authority or Bond Trustee, and hereby agrees that its obligation to make payments hereunder and to perform its other agreements contained herein are absolute and unconditional. Until the principal of and interest on the Series 2024B Bonds shall have been fully paid or provision for the payment of the Series 2024B Bonds made in accordance with the Bond Indenture, the Borrower (i) will not suspend or discontinue any payments provided for in this Loan Agreement, (ii) will perform all of its other duties and responsibilities called for by this Loan Agreement, and (iii) will not terminate this Loan Agreement for any cause including any acts or circumstances that may constitute commercial frustration of purpose, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the Authority to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Loan Agreement.

(b) The Authority and the Borrower agree that the Borrower shall bear all risk of damage, destruction or loss of title in whole or in part to its Property, or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation of such Property, or any manner or thing which for any reason interferes with, prevents or renders burdensome, the use or occupancy of its Property or the compliance by the Borrower with any of the terms of this Loan Agreement. In furtherance of the foregoing, but without limiting any of the other provisions of this Loan Agreement, the Borrower agrees that it will perform all of its duties and responsibilities called for by this Loan Agreement and that its obligations to pay the principal, premium, if any, and interest owing hereunder, to pay the other sums herein provided for and to perform and observe its other agreements contained herein shall be absolute and unconditional and that the Borrower shall not be entitled to any suspension, discontinuation, abatement or diminution thereof nor to any termination of this Loan Agreement for any reason whatsoever (including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Bond Financed Property, commercial frustration of purpose, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the Authority to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Loan Agreement). Under no circumstances shall payments on the Series 2024B Bonds made pursuant to payments by a Credit Facility Provider under a Credit Facility, if any, diminish, abate or otherwise discharge the obligations of the Borrower under this Loan Agreement.

Section 7.10. Exchange of Bonds. In the event the Act or the Authority created thereunder is determined to be unconstitutional under the laws of the State of Georgia or under the laws of the United States of America and, as a result thereof, the Series 2024B Bonds issued by the Authority are declared to be invalid and unenforceable, and if as a result thereof the obligations of the Borrower to make payments on the Loan are determined to be unenforceable, then the Borrower agrees that it will issue its own bonds in exchange for the Series 2024B Bonds, principal amount for principal amount, having the same rates of interest, maturities, redemption provisions

and prepayment provisions as are then applicable to the Series 2024B Bonds being exchanged. The Series 2024B Bonds to be issued by the Borrower will be issued under an indenture having substantially the same terms and provisions as the Bond Indenture and this Loan Agreement and such bonds of the Borrower will be issued thereunder in exchange for the Series 2024B Bonds surrendered by the holders thereof. Notice of any such exchange shall be given as provided for redemption of the Series 2024B Bonds under the Bond Indenture and the expenses of such exchange, including the printing of the Series 2024B Bonds and other reasonable expenses in connection therewith, shall be borne by the Borrower.

ARTICLE VIII

COVENANTS RELATING TO THE USE AND OPERATION OF THE BORROWER'S PROPERTY

Section 8.1. Use of Bond Financed Property. The Borrower agrees to use, or cause each Benefited Affiliate which uses, the Bond Financed Property as a "project" within the meaning of the Act and will use or cause to be used only in furtherance of lawful corporate purposes. The Borrower further agrees and covenants that facilities will be operated so as not to discriminate on a legally impermissible basis.

The Borrower and each Benefited Affiliate agrees that it has not and will not use or permit to be used any of the Bond Financed Property, (i) by any Person in an Unrelated Trade or Business of the Borrower or (ii) by any Person who is not a Tax-Exempt Organization, in either case in such manner or to such extent as would result in the loss of any exemption for purposes of federal income taxation to which the interest on the Series 2024B Bonds would otherwise be entitled.

The Borrower and each Benefited Affiliate further agrees that it will not use or permit to be used any of the Bond Financed Property, (a) primarily for sectarian instruction or study or as a place of devotional activities or religious worship or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination or the training of ministers, priests, rabbis or other similar persons in the field of religion or (b) in a manner which is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America and the decisions of the United States Supreme Court interpreting the same or by any comparable provisions of the Constitution of the State and the decisions in the Supreme Court of the State interpreting the same.

The covenants and agreements contained in this Section 8.1 need not be observed or may be changed if the Bond Trustee and the Borrower receive an Opinion of Bond Counsel to the effect that such nonobservance or change will not adversely affect exclusion from gross income of interest on the Series 2024B Bonds for federal income tax purposes or the validity of the Series 2024B Bonds.

Section 8.2. No Warranty by Authority. THE BORROWER RECOGNIZES THAT THE AUTHORITY HAS NOT MADE AN INSPECTION OF THE BOND FINANCED PROPERTY OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE

LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, CONDITION, WORKMANSHIP, OR FITNESS, SUITABILITY OR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF. THE BORROWER FURTHER RECOGNIZES THAT THE AUTHORITY HAS NO TITLE OR INTEREST TO ANY PART OF THE BOND FINANCED PROPERTY AND THAT THE AUTHORITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE BORROWER'S TITLE THERETO OR OWNERSHIP THEREOF OR OTHERWISE, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE BORROWER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE BOND FINANCED PROPERTY OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE AUTHORITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION 8.2 HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE AUTHORITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE BOND FINANCED PROPERTY OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OF THE STATE OF GEORGIA OR ANOTHER LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE.

Section 8.3. Compliance with Laws. The Borrower shall, through the term of this Loan Agreement and at no expense to the Authority, promptly comply or cause compliance with all applicable laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the Bond Financed Property or to the repair and alteration thereof, or to the use or manner of use of the Bond Financed Property, all Federal, State and local environmental, health and safety laws, rules, regulations and orders applicable to or pertaining to the Bond Financed Property and Federal Worker Adjustment and Retraining Notification Act. The Borrower acknowledges that it is aware that Georgia statutes, laws, ordinances, including building and zoning codes, etc., may have materially different requirements and utilize different definitions than comparable laws in other states and jurisdictions, and the application of such laws may be impacted by the use of Bond proceeds to finance, in whole or in part, the Bond Financed Property. The Borrower has consulted with counsel with respect to the interpretation and application of these statutes, laws, ordinances, etc.

Section 8.4. Authority's and Bond Trustee's Right of Access to Bond Financed Property. The Borrower agrees that during the term of this Loan Agreement, the Authority, Bond Trustee, and their duly authorized agents shall have the right, but shall be under no duty or obligation whatsoever to exercise this right, during regular business hours, with reasonable notice, to enter upon the premises and examine and inspect the Bond Financed Property, subject to such limitations, restrictions and requirements as the Borrower may reasonably prescribe.

ARTICLE IX

PARTICULAR COVENANTS OF THE BORROWER

Section 9.1. Master Indenture Covenants.

The Borrower shall perform, and cause the other Obligated Group Members to perform, its covenants under the Master Indenture or any successor agreement thereto while the Master Indenture or any successor agreement is in effect.

Section 9.2. Covenants Relating to the Tax Status of the Series 2024B Bonds. The Borrower covenants and agrees, for itself and on behalf of the Authority, that it will at all times do and perform, for itself and on behalf of the Authority, all acts and things permitted by law and this Loan Agreement which are necessary in order for the Series 2024B Bonds to satisfy the requirements of Sections 103 and 141 through 150 of the Code in order to assure that interest paid on the Series 2024B Bonds will be excluded from gross income for federal income tax purposes and will take no action that would result in failure of the Series 2024B Bonds to satisfy those requirements of the Code. Without limiting the generality of the foregoing, the Borrower agrees to comply, and to cause the other Members of the Obligated Group to comply to the extent applicable to such other Members of the Obligated Group, with the provisions of the Tax Certificate and Agreement. This covenant shall survive payment in full or defeasance of the Bonds.

Section 9.3. Compensation and Indemnity.

(a) The Borrower hereby covenants to pay the Bond Trustee from time to time, and the Bond Trustee shall be entitled to, reasonable compensation for all services rendered by it in the execution of the trusts created herein or in the Bond Indenture and in the exercise and performance of any of the powers and duties hereunder of the Bond Trustee, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the Borrower hereby covenants to pay or reimburse the Bond Trustee upon its request for all expenses, disbursements and advances incurred without limitation or made by or on behalf of the Bond Trustee in accordance with any of the provisions of this Loan Agreement, including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ, except any such expense, disbursement or advance as may arise from its gross negligence or willful misconduct. The Bond Trustee, if and to the extent authorized by a receivership, bankruptcy or other court of competent jurisdiction, shall be entitled (but not obligated) to make advances for the purpose of preserving property of the Borrower or the Authority.

(b) The Borrower releases the Authority and the Bond Trustee from, agrees that the Authority and the Bond Trustee shall not be liable for, and agrees to indemnify, defend and hold the Authority and the Bond Trustee harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the facilities financed with the proceeds of the Series 2024B Bonds or the use thereof. The Borrower shall indemnify and hold harmless the Authority and the Bond Trustee from and against all causes of action, legal or equitable, arising by reason of any act of the Borrower or the failure of the Borrower or any of its agents or employees to fulfill any duty toward the Authority or the Bond

Trustee or toward the public or toward any person or persons whomsoever the Borrower, the Authority, or the Bond Trustee may owe in connection with the facilities financed with the proceeds of the Series 2024B Bonds. The Borrower further agrees to indemnify, defend and hold the Authority and the Bond Trustee harmless against any claim arising out of or in connection with contracts for the construction of the facilities financed with the Series 2024B Bonds or the purchase of material or supplies for facilities financed with the Series 2024B Bonds, whether such claims are made by a party to such contracts, by a seller of material or supplies, by the Borrower, by any state, federal or local government, or any agency or instrumentality thereof, for payment of any sum, including but not limited to any taxes, or by any third party. The Borrower shall at its own cost and expense defend any such actions which may be brought against the Authority or the Bond Trustee, as aforementioned, whether or not such actions have any basis in law or in fact, and shall pay all amounts which may be recovered therein against the Authority or the Bond Trustee. For the purposes of this Section 9.3, “**Authority**” and “**Bond Trustee**” shall mean Dalton-Whitfield County Joint Development Authority, and U.S. Bank Trust Company, National Association, respectively, and their board members, officers, directors, agents, servants, assignees and employees, and in the case of the Bond Trustee shall include any successor trustee under the Bond Indenture. The Borrower agrees, whether or not the transactions contemplated by this Loan Agreement, the 2024-3 Master Indenture Obligation and the Bond Indenture shall be consummated, to pay, and save the Authority harmless against liability for the payment of, all expenses arising in connection with said contemplated transaction, including the reasonable fees and expenses of the Authority’s Counsel. The Borrower agrees to indemnify and hold harmless the Authority and the Bond Trustee against any and all losses, liabilities, claims, taxes, penalties, disbursements, court costs, damages, expenses (including without limitation reasonable counsel fees and expenses) and liabilities arising from, in connection with, or as a result of the issuance of the Series 2024B Bonds, the execution, administration and delivery of this Loan Agreement, the Bond Indenture, the Master Indenture and all related documents (including the 2024-3 Master Indenture Obligation) or the performance and observance by or on behalf of the Borrower of those things on the part of the Borrower agreed to be performed or observed hereunder and thereunder. No member of the board of directors, officer, director, agent, servant, assignee or employee of the Borrower shall be personally liable for the obligations of the Borrower created hereunder.

(c) If any action shall be brought against the Authority or the Bond Trustee in respect of which indemnity may be sought under the foregoing provisions of this Section 9.3 against the Borrower, the Authority or the Bond Trustee, as the case may be, shall promptly notify the Borrower in writing, and the Borrower shall assume the defense thereof, including the employment of counsel and the payment of all expenses. In any such action, the Authority and the Bond Trustee shall have the right to employ separate counsel, but the fees and expenses of such counsel shall be at the expense of the Authority or the Bond Trustee, as the case may be, unless the Borrower and the Authority or the Bond Trustee shall have mutually agreed to the employment of such counsel to represent both the Borrower and the Authority or the Bond Trustee; provided, however, that the Authority or the Bond Trustee shall be entitled to employ separate counsel and the fees and expenses of such counsel shall be paid by the Borrower if the Authority or the Bond Trustee believes in good faith that there are defenses available to the Borrower which are not available to them or vice versa, or that a conflict of interest exists between the Borrower and the Authority or the Bond Trustee, as applicable. The Borrower shall not be liable for any settlement of such action effected without its written consent, but if settled with the written consent of the Borrower or if there shall be a final judgment for the plaintiff in any action, the Borrower agrees

to indemnify and hold harmless the Authority and the Bond Trustee from and against any loss or liability by reason of such settlement or judgment. The obligations of the Borrower under this Section 9.3 shall survive the termination of this Loan Agreement and any resignation or removal of the Bond Trustee.

(d) Nothing contained in this Section 9.3 shall be construed to provide for indemnification of, or payment of expenses to, the Authority or the Bond Trustee as a result of the Authority’s or the Bond Trustee’s respective own gross negligence or willful misconduct.

(e) Failure by the Borrower to make payments required under this Section 9.3 shall not constitute an Event of Default under Section 10.1(a) hereof.

(f) The Borrower will pay, and will protect, indemnify and save each of the Authority and the Bond Trustee and their respective past, present and future members, officers, directors, employees, agents, successors, assigns and any other person, if any, who “controls” the Authority or the Bond Trustee, as the case may be, as that term is defined in Section 15 of the Securities Act of 1933, as amended (the Authority, the Bond Trustee and the other listed persons, collectively referred to as, the “**Indemnified Persons**”) harmless from and against any and all liabilities, losses, damages, tax penalties, costs and expenses (including attorneys’ fees and expenses of each of the Authority and the Bond Trustee), causes of action, suits, proceedings, claims, demands, tax reviews, investigations and judgments of whatsoever kind and nature (including, but not limited to, those arising or resulting from any injury to or death of any person or damage to property) arising from or in any manner directly or indirectly growing out of or connected with the following:

(1) the use, financing, non-use, condition or occupancy of any of the Bond Financed Property, any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto or the condition of any of such Bond Financed Property including adjoining sidewalks, streets or alleys and any equipment or facilities at any time located on or connected with such Bond Financed Property or used in connection therewith but which are not the result of the gross negligence of the Authority or the Bond Trustee;

(2) a violation of any agreement, warranty, covenant or condition of this Loan Agreement or any other agreement executed in connection with this Loan Agreement;

(3) a violation of any contract, agreement or restriction by the Borrower relating to its Property;

(4) a violation of any law, ordinance, rules, regulation or court order affecting any of the Bond Financed Property or the ownership, occupancy or use thereof or the Series 2024B Bonds or the use of the proceeds thereof;

(5) a violation of any law, ordinance, rule, regulation or court order relating to the sale of the Series 2024B Bonds; and

(6) the acceptance or administration of the Bond Indenture or this Loan Agreement, including without limitation the enforcement of any remedies under the Bond

Indenture or this Loan Agreement and related documents, provided that the Bond Trustee shall not be entitled to any Indemnity related to this clause (6) caused solely by the negligence or willful misconduct of the Bond Trustee, as finally determined by a court of competent jurisdiction.

(g) In case any claim shall be made or any action shall be brought against one or more of the Indemnified Persons in respect of which indemnity can be sought against the Borrower pursuant to any of the preceding paragraphs, the Indemnified Person seeking indemnity shall promptly notify the Borrower, in writing, and the Borrower shall promptly assume the defense thereof, including the employment of counsel chosen by the Borrower and approved by the Authority or the Bond Trustee, as the case may be (provided, that such approval by the Authority or the Bond Trustee shall not be unreasonably withheld), the payment of all expenses and the right to negotiate and consent to settlement. If any Indemnified Person is advised in a written opinion of counsel that there may be legal defenses available to such Indemnified Person which are adverse to or in conflict with those available to the Borrower, or that the defense of such Indemnified Person should be handled by separate counsel, the Borrower shall not have the right to assume the defense of such Indemnified Person, but the Borrower shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Person in assuming its own defense, and provided also that, if the Borrower shall have failed to assume the defense of such action or to retain counsel reasonably satisfactory to the Authority or the Bond Trustee, as the case may be, within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Person shall be paid by the Borrower. Notwithstanding the foregoing, any one or more of the Indemnified Persons shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Person unless the employment of such counsel has been specifically authorized by the Borrower or unless the provisions of the immediately preceding sentence are applicable. The Borrower shall not be liable for any settlement of any such action affected without the consent of the Borrower, which consent shall not be unreasonably withheld, but if settled with the consent of the Borrower or if there be a final judgment for the plaintiff in any such action with or without consent, the Borrower agrees to indemnify and hold harmless the Indemnified Person from and against any loss, liability or expense by reason of such settlement or judgment.

(h) The Borrower shall also indemnify the Authority, Bond Trustee and such Indemnified Persons for all reasonable costs and expenses, including, but not limited to, reasonable counsel fees and expenses, incurred in: (i) enforcing any obligation of the Borrower under this Loan Agreement or any related agreement, (ii) taking any action requested by the Borrower, (iii) taking any action required by this Loan Agreement or any related agreement, or (iv) taking any action considered necessary by the Authority and which is authorized by this Loan Agreement or any related agreement. If the Authority is to take any action under this Loan Agreement or any other instrument executed in connection herewith for the benefit of the Borrower, it will do so if and only if (i) the Authority is a necessary party to any such action or proceeding, and (ii) the Authority has received specific written direction from the Borrower, as required hereunder or under any other instrument executed in connection herewith, as to the action to be taken by the Authority.

(i) All amounts payable to the Authority under this Section 9.3 shall be deemed to be fees and expenses payable to the Authority for the purposes of the provisions hereof and of the Bond Indenture dealing with assignment of the Authority's rights hereunder. The Authority and its members, officers, agents, employees and their successors and assigns shall not be liable to the Borrower for any reason.

(j) Any provision of this Loan Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Authority retains the right to (i) enforce any applicable Federal or State law or regulation or resolution of the Authority, and (ii) enforce any rights accorded to the Authority by Federal or State law or regulation or policy or procedure of the Authority, and nothing in this Loan Agreement shall be construed as an express or implied waiver thereof.

(k) The provisions of this Section 9.3 shall survive the termination of this Loan Agreement or the Bond Indenture and the Bond Trustee's resignation or removal.

Section 9.4. Encumbrance, Sale, Lease or Disposition of Bond Financed Property.

Subject to the Master Indenture, the Borrower and the Benefited Affiliates may encumber, sell, lease and dispose of the Bond Financed Property, in whole or in part, without the prior written consent of the Authority or the Bond Trustee, provided that in connection with any such encumbrance, sale, lease or disposition of the Bond Financed Property, in whole or in part, other than in the ordinary course of business, the Borrower shall provide the Bond Trustee with (i) a certificate to the effect that such encumbrance, sale, lease or disposition will not result in any event of default, or event which, with the passage of time or the giving of notice or both, would constitute such event of default under the Master Indenture and (ii) an opinion of Bond Counsel to the effect that such encumbrance, sale, lease or disposition is authorized or permitted under the terms of the Act and will not, by itself, result in the interest on the Series 2024B Bonds becoming includable in gross income for federal income tax purposes. No such encumbrance, sale, lease or disposition shall relieve the Borrower from its obligations hereunder or the Obligated Group Members of their obligations under the 2024-3 Master Indenture Obligation.

Section 9.5. Maintenance and Operation of Bond Financed Property.

The Borrower shall be responsible for operating the Bond Financed Property and maintaining the Bond Financed Property in good working order; provided, however, that nothing in this Section 9.5 shall require the Borrower to operate or maintain the Bond Financed Property or any part thereof if it determines that it is not in its best interests to do so.

Section 9.6. Insurance.

The Authority shall not have any obligation to keep or maintain or cause to be kept or maintained the Bond Financed Property or a portion thereof insured. Subject to the Master Indenture, the Borrower shall be responsible for maintaining, or causing to be kept and maintained, insurance in accordance with the provisions of the Master Indenture.

Section 9.7. Additions, Modifications and Improvements.

The Borrower may remodel, renovate, or improve all or any portion of the Bond Financed Property or any of its other properties or make additions, modifications or improvements thereon or thereto as it, in its discretion, may deem desirable for its purposes and uses.

Section 9.8. Limitation of Liability of Members of Authority.

No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any member, officer, employee or agent of Authority in his or her individual capacity, and neither the members of the Authority nor any officer thereof executing the Series 2024B Bonds shall be liable personally on the Series 2024B Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No member, officer, employee or agent of Authority shall incur any personal liability with respect to any other action taken by him or her pursuant to this Loan Agreement or the Bond Indenture, provided such member, officer, employee or agent acts in good faith.

Section 9.9. Consent to Assignment of Rights to Bond Trustee. The Borrower agrees that this Loan Agreement, and payments to be made on the Loan, shall be assigned and pledged to secure the payment of the Series 2024B Bonds and all of the rights, interests, powers, privileges and benefits accruing to or vested in the Authority thereunder may be protected and enforced in conformity with the Bond Indenture and may be assigned by the Authority to the Bond Trustee as additional security for the Series 2024B Bonds, other than Unassigned Rights.

Section 9.10. Maintenance; Recording.

(a) The Borrower will, at its own expense, take all necessary action to maintain and preserve the liens and security interest of this Loan Agreement so long as any principal, premium, if any, or interest on the Series 2024B Bonds remains unpaid.

(b) The Borrower will, forthwith after the execution and delivery of this Loan Agreement and thereafter from time to time, cause this Loan Agreement, including any amendments thereof and supplements thereto, and any financing statements in respect thereof to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully to perfect and protect (i) any lien and security interest thereof upon and the title to the Bond Financed Property, and (ii) any lien and security interest therein granted to the Bond Trustee or owner of the Series 2024B Bonds to the rights, if any, of the Authority assigned under this Loan Agreement, and from time to time will perform or cause to be performed any other act as provided by law and will execute or cause to be executed any and all continuation statements and further instruments necessary for such publication, perfection and protection. Except to the extent it is exempt therefrom, the Borrower will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all Federal or State fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Loan Agreement and such instruments of further assurance.

(c) The Authority shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the maintenance of any security interest intended to be perfected thereby. The Authority shall execute such instruments provided to it by the Borrower as may be reasonably necessary in connection with such filing or recording.

(d) Notwithstanding anything to the contrary contained herein, the Bond Trustee shall not be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings required by any amendments to applicable law, and unless the Bond Trustee shall have been notified by the Borrower or the Authority that any such initial filing or description of collateral was or has become defective, the Bond Trustee shall be fully protected in relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto and in filing any continuation statements in the same filing offices as the initial filings were made.

Section 9.11. Liquidity Facility; Substitute Liquidity Facility.

(a) Subject to Section 9.4(d) below, when Series 2024B Bonds are in any Eligible Moneys Mode, the Borrower may furnish a Liquidity Facility (or, if a Liquidity Facility is then in existence, a Substitute Liquidity Facility in substitution for the Liquidity Facility then in effect if permitted by the Liquidity Facility then in effect) to the Tender Agent to provide for the purchase of the Series 2024B Bonds in any Eligible Moneys Mode upon their optional or mandatory tender in accordance with Sections 504, 505, 506 and 508 of the Bond Indenture. Any Liquidity Facility (or Substitute Liquidity Facility) shall be a facility provided by a Liquidity Facility Provider in an amount equal to the Required Stated Amount for such Series 2024B Bonds with a term of at least 360 days from the effective date thereof.

(b) If a Liquidity Facility has been provided to the Tender Agent in accordance with Section 9.4(a) hereof by the Borrower with respect to Series 2024B Bonds, prior to the conversion of all of the Series 2024B Bonds to any Mode other than an Eligible Moneys Mode, the Borrower (i) shall maintain the Liquidity Facility or a Substitute Liquidity Facility, in an amount equal to the Required Stated Amount for such Series 2024B Bonds prior to its expiration or termination, and (ii) shall not voluntarily terminate the Liquidity Facility or any Substitute Liquidity Facility without providing advance written notice of such termination as required by Section 9.4(c) hereof and compliance with Section 9.4(d) hereof; provided, however, that this clause (b) shall not apply to any Series 2024B Bonds that are in a Mode other than an Eligible Moneys Mode.

(c) The Borrower shall give at least 45 days' advance written notice to the Bond Trustee, the Authority, the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, the Remarketing Agent and the Tender Agent of (i) its intent to provide a Liquidity Facility (which by definition includes a Substitute Liquidity Facility) to the Tender Agent, which notice shall specify the nature of such Liquidity Facility, the identity of the Liquidity Facility Provider, the Series 2024B Bonds to have the benefit of the Liquidity Facility, and the proposed effective date and scheduled termination date of the Liquidity Facility and (ii) its intent to terminate a Liquidity Facility then in effect, if any, which notice shall specify the proposed termination date for such Liquidity Facility.

(d) Series 2024B Bonds in any Eligible Moneys Mode for which a Liquidity Facility has been provided by the Borrower pursuant to Section 9.4(a) are not required to have the benefit of a Liquidity Facility with respect to 100% of the outstanding principal amount of such Series 2024B Bonds if, prior to the expiration or termination of the Liquidity Facility then in effect, if any, there is delivered to the Authority and the Bond Trustee an Opinion of Bond Counsel to the effect that the expiration or termination of the Liquidity Facility then in effect will not adversely affect the validity of the Series 2024B Bonds or any exclusion from gross income for federal income tax purposes to which interest on the Series 2024B Bonds would otherwise be entitled.

Section 9.12. Credit Facility; Substitute Credit Facility.

(a) The Borrower may elect to maintain a Credit Facility or a Substitute Credit Facility, in an amount equal to the Required Stated Amount for the Series 2024B Bonds prior to its termination, during any Eligible Moneys Mode. The Series 2024B Bonds shall be initially issued without the support of a Credit Facility.

(b) If a Credit Facility has been delivered to the Bond Trustee in accordance with Section 9.13(a) hereof by the Borrower with respect to the Series 2024B Bonds, prior to the conversion of all of the Series 2024B Bonds to any Mode other than an Eligible Moneys Mode, the Borrower (i) shall maintain such Credit Facility or a Substitute Credit Facility, in an amount equal to the Required Stated Amount for the Series 2024B Bonds prior to its expiration or termination, and (ii) shall not voluntarily terminate such Credit Facility or any Substitute Credit Facility without providing advance written notice of such termination as required as required by Section 9.13(c) hereof and compliance with Section 9.13(d) hereof; provided, however, that this clause (b) shall not apply to any Series 2024B Bonds that are in a Mode other than an Eligible Moneys Mode.

(c) The Borrower shall give at least 45 days' advance written notice to the Bond Trustee, the Authority, the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, the Purchaser, if any, and the Remarketing Agent of (i) its intent to furnish a Credit Facility (which by definition includes a Substitute Credit Facility) to the Bond Trustee, which notice shall specify the nature of such Credit Facility, the identity of the Credit Facility Provider, and the proposed effective date of such Credit Facility and (ii) its intent to terminate a Credit Facility then in effect, if any, which notice shall specify the proposed termination date for such Credit Facility.

(d) Series 2024B Bonds in any Eligible Moneys Mode for which a Credit Facility has been provided by the Borrower pursuant to Section 9.13(a) are not required to have the benefit of a Credit Facility with respect to 100% of the outstanding principal amount of such Series 2024B Bonds if, prior to the expiration or termination of a Credit Facility then in effect, if any, there is delivered to the Authority and the Bond Trustee an Opinion of Bond Counsel to the effect that the expiration or termination of the Credit Facility then in effect will not adversely affect the validity of the Series 2024B Bonds or any exclusion from gross income for federal income tax purposes to which interest on the Series 2024B Bonds would otherwise be entitled.

Section 9.13. Bank Index Mode and Bank Fixed Mode. When the Series 2024B Bonds are in a Bank Index Mode or a Bank Fixed Mode, the Borrower agrees to comply with the provisions of Section 210 of the Bond Indenture pertaining to the Borrower.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 10.1. Events of Default. The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder (each a "***Loan Default***"):

(a) failure of the Borrower to pay any installment of interest, principal or premium when the same shall become due and payable, whether upon a scheduled interest payment date, at maturity, upon any date fixed for prepayment, by acceleration or otherwise; or

(b) failure by the Borrower to cause to be made any payment of principal of or interest on any Series 2024B Bond in an Eligible Moneys Mode that is then covered by a Credit Facility when the same shall become due and payable with Eligible Moneys; or

(c) failure of the Borrower to comply with or perform any of the covenants, conditions or provisions hereof and, if such breach is capable of cure, to remedy such default within 30 days after notice thereof from the Authority to the Borrower, provided, however, that if failure to perform or comply with such covenants, conditions or provisions cannot be remedied in 30 days but is capable of cure, no "event of default" shall be deemed to have occurred or to exist if the Authority in its sole discretion shall consent to the Borrower commencing corrective action and the Borrower diligently pursues such corrective action until it shall have complied with or performed such covenants, conditions, or provisions; or

(d) any representation or warranty made by the Borrower herein or in any statement or certificate furnished to the Authority or the Bond Trustee or the purchaser of any Bonds in connection with the sale of the Series 2024B Bonds or furnished by the Borrower pursuant hereto proves untrue in any material respect as of the date of the issuance or making thereof and is capable of cure but shall not be made good within 30 days after notice thereof to the Borrower by the Authority; or

(e) any event of default shall occur under the Master Indenture which would permit the acceleration of any Master Indenture Obligation; or

(f) the Borrower admits insolvency or bankruptcy or its inability to pay its debts as they mature, or is generally not paying its debts as such debts become due, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the Borrower, or for the major part of its Property; or

(g) a trustee, custodian or receiver is appointed for the Borrower or for the major part of its Property and is not discharged within 60 days after such appointment; or

(h) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 11 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Borrower (other than bankruptcy proceedings instituted by the Borrower against third parties), and if instituted against the Borrower are allowed against the Borrower or are consented to or are not dismissed, stayed or otherwise nullified within 60 days after such institution; or

(i) payment of any installment of interest, principal or premium on any Bond shall not be made when the same shall become due and payable under the provisions of the Bond Indenture.

Upon the occurrence and during the continuance of any event of default hereunder, the Authority shall have the following rights and remedies, in addition to any other remedies herein or by law provided:

I. Acceleration of Maturity; Waiver of Event of Default and Rescission of Acceleration. The Bond Trustee, as assignee of the Authority (A) may, with the written consent of the Credit Facility Provider, if any, or the Bondholders of at least 25% of the principal amount of the Series 2024B Bonds Outstanding (including, without limitation Liquidity Facility Bonds), if no Credit Facility Provider, and (B) shall, upon receipt from the Bondholders of at least 25% of the principal amount of the Series 2024B Bonds Outstanding (including, without limitation, Liquidity Facility Bonds) of a written request to do so, together with the written consent of the Credit Facility Provider, if any, by written notice to the Borrower, declare the amounts payable hereunder immediately due and payable, and upon any such declaration, such amounts shall become and be immediately due and payable as if all of the sums of money payable thereunder were originally stipulated to be paid on such accelerated payment dates, anything in this Loan Agreement to the contrary notwithstanding.

II. Right to Bring Suit, Etc. The Authority, personally or by attorney, may, in its discretion, with the written consent of the Credit Facility Provider, if any, or the Bondholders of at least 25% of the principal amount of the Series 2024B Bonds Outstanding (including, without limitation, Liquidity Facility Bonds), if no Credit Facility Provider, or shall, upon the written direction of, the Credit Facility Provider, if any, or upon receipt from the Bondholders of at least 25% of the principal amount of the Series 2024B Bonds Outstanding (including, without limitation, Liquidity Facility Bonds) of a request to do so, with the written consent of the Credit Facility Provider, if any, with or without entry, personally or by attorney, proceed to protect and enforce its rights by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific performance of any obligation, covenant or agreement contained in the 2024-3 Master Indenture Obligation, in this Loan Agreement or in the Master Indenture, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Bond Trustee shall deem most effectual to collect the payments then due and thereafter to become due on the 2024-3 Master Indenture Obligation or to enforce performance and observance of any obligation, agreement or covenant of the Borrower hereunder, under the 2024-3 Master Indenture Obligation or under the Master Indenture or to protect and enforce any of the Authority's rights or duties hereunder or thereunder.

Section 10.2. Application of Proceeds of Remedies. The proceeds or avails resulting from the exercise of any such remedies, together with any other sums which then may be held by the Authority under this Loan Agreement, whether under the provisions of this Article or otherwise, and which are available for such application shall be applied as follows:

FIRST: To the payment of any amounts then due and payable under the Tax Certificate and Agreement.

SECOND: To the payment of the costs and expenses of the exercise of such remedies, including reasonable compensation to the Authority and the Bond Trustee, their agents, attorneys and counsel, and the fees and expenses of any judicial proceedings wherein the same may be made, and of all outstanding fees, expenses, liabilities and advances made or incurred by any thereof as permitted by this Loan Agreement, together with interest at the Bond Trustee's announced prime rate per annum then in effect, on all such advances, and to the payment of all taxes, assessments or claims prior to the claim of this Loan Agreement, except any taxes, assessments, liens, or other charges, subject to which Property may have been sold.

THIRD: To the payment of the whole amount then due, owing and unpaid upon the Loan for principal, interest and premium, if any; in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Loan, then ratably according to the aggregate of such principal and the accrued and unpaid interest and premium, if any, without preference or priority as between principal, interest or premium.

FOURTH: To the payment of any other sums required to be paid by the Borrower pursuant to any provision of this Loan Agreement.

FIFTH: To the payment of any sums required to be paid by the Borrower pursuant to any provisions of a Continuing Covenant Agreement, if any, a Credit Facility, if any, a Liquidity Facility, if any, or a Reimbursement Agreement, if any.

SIXTH: To the payment of the surplus, if any, to the Borrower, its successors or assigns, upon the written request of the Borrower or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

Section 10.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Authority or the Bond Trustee as its assignee is intended to be exclusive of any other available remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this Loan Agreement and the Bond Indenture, now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power and accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be expedient.

Section 10.4. Delay or Omission Not a Waiver. No delay or omission of the Authority, any Bondholder, the Bond Trustee or the Credit Facility Provider, if any, as its assignee to exercise

any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Loan Agreement to the Authority, the Bond Trustee or the Credit Facility Provider, if any, as its assignee may be exercised from time to time and as often as may be deemed expedient by the Authority, the Bond Trustee, the Bondholders, or the Credit Facility Provider, if any, as the case may be.

Section 10.5. Waiver of Extension, Appraisalment, Stay, Laws. To the extent permitted by law, the Borrower will not during the continuance of any event of default hereunder insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Loan Agreement; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisalment of any Property prior to any sale or sales thereof which may be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the Property so sold or any part thereof; and the Borrower hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Authority, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 10.6. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Loan Agreement invalid or unenforceable under the provisions of any applicable law.

Section 10.7. Default by the Authority – Limited Liability. Notwithstanding any provision or obligation to the contrary set forth herein, no provision of this Loan Agreement, the Bond Indenture, the Tax Certificate and Agreement or any agreement, covenant or undertaking by the Authority shall be construed so as to give rise to a pecuniary liability of the Authority or to give rise to a charge upon the general credit of the Authority, the liability of the Authority hereunder shall be limited to its interest in the Bond Financed Property and this Loan Agreement, and all other related documents and collateral and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Authority herein contained, any obligation it may incur for the payment of money shall not be a debt of the Authority, nor shall the Authority be liable on any obligation so incurred. The Authority does not assume general liability for the repayment of the Series 2024B Bonds or for the costs, fees, penalties, taxes, interest, commissions, charges, insurance or any other payments recited herein, and shall be obligated to pay the same only out of the amounts payable by the Borrower hereunder. The Authority shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Borrower if a default shall occur hereunder.

ARTICLE XI

SUPPLEMENTS AND AMENDMENTS TO THIS LOAN AGREEMENT

Section 11.1. Supplements and Amendments to this Loan Agreement. Subject to the terms and conditions of Article X of the Bond Indenture, the Borrower and the Authority, with the consent of the Bond Trustee, may from time to time enter into such supplements and amendments to this Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof; provided, however, that no such amendment shall be effective if not adopted in accordance with the terms of the Bond Indenture. An executed copy of any of the foregoing amendments, changes or modification shall be filed with the Bond Trustee. The Bond Trustee may grant such waivers of compliance by the Borrower with provisions of this Loan Agreement as to which the Bond Trustee may deem necessary or desirable to effectuate the purposes or intent hereof and which, in the opinion of the Bond Trustee, based on an Opinion of Bond Counsel, do not have a material adverse effect upon the interests of the Bondholders, provided that the Bond Trustee shall file with the Authority any and all such waivers granted by the Bond Trustee within three (3) Business Days thereof.

ARTICLE XII

DEFEASANCE

Section 12.1. Defeasance. If the Borrower shall pay and discharge or provide, in a manner satisfactory to the Authority, for the payment and discharge of the whole amount of the principal of, premium, if any, and interest on the Loan, and shall pay or cause to be paid all other sums payable hereunder and under the Bond Indenture, or shall make arrangements satisfactory to the Authority for such payment and discharge, then and in that case all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the Authority therein shall thereupon cease, terminate and become void; and, except as otherwise provided herein, this Loan Agreement and the covenants of the Borrower contained herein shall be discharged and the Authority in such case, on demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this Loan Agreement and any financing statements filed in connection therewith and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrower, all Property, including money, then held by the Authority other than moneys deposited with the Bond Trustee for the payment of the principal of, premium, if any, or interest on the Loan, together with the Bond marked paid or canceled.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.1. Loan Agreement for Benefit of Parties Hereto. Nothing in this Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, the Bond Trustee, any additional Paying Agent, the holder of the 2024-3 Master Indenture Obligation, the Bondholders, the Purchaser, if any, or to the Credit

Facility Provider, if any, any right, remedy or claim under or by reason of this Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, the Bond Trustee, any additional Paying Agent, their successors and assigns, the holder of the 2024-3 Master Indenture Obligation, the Bondholders, the Purchaser, if any, and the Credit Facility Provider, if any.

Section 13.2. Severability. In case any one or more of the provisions contained in this Loan Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 13.3. 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 Borrower and the Bond Trustee 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 Loan Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be delivered as follows:

To the Authority:

Dalton-Whitfield County Joint Development
Authority
Attention: Chairman
100 South Hamilton Street
Dalton, Georgia 30720
Telephone: (706) 278-7373

with a copy to:

Gray Pannell & Woodward, LLP
347 West Hancock Avenue
Athens, Georgia 30601
Telephone: (678) 705-6280
Email: jwoodward@gplawfirm.com

And

McCamy, Phillips, Tuggle & Fordham
P.O. Box 1105
Dalton, Georgia 30722
Telephone: (706) 278-4499
Email: rmalley@gwblo.com

To the Borrower:

Hamilton Health Care System, Inc.
Attention: Chief Financial Officer
1200 Memorial Drive
Dalton, Georgia 30722-1900
Telephone: (706) 272-6000
Email: jsoekoro@hhcs.org

To the Bond Trustee:

U.S. Bank Trust Company, National Association
Attention: Global Corporate Trust Services
2 Concourse Parkway
Suite 800
Atlanta, Georgia 30328
Telephone: (404) 898-8829
Email: april.bright@usbank.com

To Moody's:

Moody's Investors Service
7 World Trade Center
250 Greenwich Street
Attention: Municipal Structured Products Group – 23rd Floor
New York, New York 10007
Email: MSPGSSurveillance@moodys.com

To S&P:

S&P Global Ratings
55 Water Street, 42nd Floor
New York, New York 10041
Email: nyloc@standardandpoors.com

To Fitch:

Fitch Ratings
One State Street Plaza
New York, New York 10004
Attention: Municipal Structured Finance

Section 13.4. Successors and Assigns. Whenever in this Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the Authority, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 13.5. Counterparts. This Loan Agreement is being executed in several counterparts, each of which is an original and all of which are identical. Each counterpart of this Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 13.6. Governing Law. This Loan Agreement shall be governed exclusively by and construed in accordance with the internal laws of the State applicable to contracts to be wholly performed therein.

Section 13.7. Immunity of Officers, Employees and Members of Authority, the Borrower and Members of the Credit Group. No recourse shall be had for the payment of the principal of or premium, if any, or interest owing hereunder or on the Loan or for any claim based thereon or upon any representation, obligation, covenant or agreement in the Bond Indenture, this Loan Agreement, or the Purchase Contract contained against any past, present or future incorporator, officer, member, trustee, employee, director or agent of the Authority, the Borrower, or any Member of the Credit Group, respectively, or any successor public or private corporations thereto, as such, either directly or through the Authority, the Borrower, or any Member, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, members, trustees, employees, directors or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Bond Indenture and this Loan Agreement.

Section 13.8. Business Days. Except as otherwise provided herein, if the date for making any payment or the date for the performance of any act or the exercising of any right, as provided in this Loan Agreement, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day with the same effect as if done on the normal date provided herein.

Section 13.9. No Recourse to the Authority. The obligations of the Authority with the respect to the Series 2024B Bonds and under this Loan Agreement are special, limited obligations of the Authority, payable solely out of the revenues and income derived under this Loan Agreement and the 2024-3 Master Indenture Obligation and as otherwise provided under this Loan Agreement and the Bond Indenture. The obligations of the Authority hereunder shall not be deemed to constitute an indebtedness or an obligation of the Authority, the State of Georgia or any political subdivision thereof within the purview of any constitutional limitation or statutory provision, or a charge against the credit or general taxing powers, if any, of any of them. The Authority does not have the power to levy taxes for any purposes whatsoever. Neither the Authority nor any member, director, officer, employee or agent of the Authority nor any person executing the Series 2024B Bonds shall be liable personally for the Series 2024B Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2024B Bonds. No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Series 2024B Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bond Indenture, this Loan Agreement or the Purchase Contract against any past, present or future member, officer, agent or employee of the Authority, or any incorporator, member, officer, employee, director or trustee of any successor corporation, as such, either directly or through the Authority or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such

incorporator, member, officer, employee, director, agent or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Bond Indenture and this Loan Agreement and the issuance of the Series 2024B Bonds.

Section 13.10. Term of this Loan Agreement. This Loan Agreement shall be in full force and effect from the date hereof, and shall continue in effect until the payment in full of all principal of, premium, if any, and interest on the Series 2024B Bonds, or provision for the payment thereof shall have been made pursuant to Article XI of the Bond Indenture; all fees, charges, indemnities and expenses of the Authority, Bond Trustee and Bond Registrar have been fully paid or provision made for such payment (the payment of which fees, charges, indemnities and expenses shall be evidenced by a written certification of the Borrower that it has fully paid or provided for all such fees, charges, indemnities and expenses); and all other amounts due hereunder and under the 2024-3 Master Indenture Obligation and have been duly paid or provision made for such payment. All representations, certifications and covenants by the Borrower as to the indemnification of various parties and the payment of fees and expenses of the Authority as described in Section 9.3 hereof and all matters affecting the tax-exempt status of the Series 2024B Bonds shall survive the termination of this Loan Agreement.

Section 13.11. Bond Indenture Provisions. The Bond Indenture provisions concerning the Series 2024B Bonds and other matters therein are an integral part of the terms and conditions of the loan made by the Authority to the Borrower pursuant to this Loan Agreement and the execution of this Loan Agreement shall constitute conclusive evidence of approval of the Bond Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that, whenever the Bond Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the Bond Indenture, and the Borrower hereby agrees to carry out and perform all of its obligations under the Bond Indenture as fully as if the Borrower were a party to the Bond Indenture.

Section 13.12. Rights of the Credit Facility Provider. Anything contained in the Bond Indenture or in the Series 2024B Bonds to the contrary notwithstanding, in the event there is a Credit Facility for the benefit of the Series 2024B Bonds, the existence of all rights given to the Credit Facility Provider hereunder with respect to the giving of consents or approvals or the direction of proceedings are expressly conditioned upon its timely and full performance of the Credit Facility. Any such rights shall not apply if at any time there are no Series 2024B Bonds outstanding or the Credit Facility Provider has wrongly failed to honor a properly presented drawing made under, and in compliance with, the Credit Facility or has been declared insolvent or bankrupt by a court of competent jurisdiction, an order or decree shall have been entered by a court of competent jurisdiction appointing a receiver, receivers, custodian or custodians for any of its assets or revenues and such order or decree shall not have been dismissed or stayed for a period of 30 or more days, or any proceeding shall be instituted with the consent or acquiescence of the Credit Facility Provider or any plan shall be entered into by the Credit Facility Provider for the purpose of effecting a composition between the Credit Facility Provider and its creditors or for the purpose of adjusting the claims of such creditors, the Credit Facility Provider makes any assignment for the benefit of its creditors or the Credit Facility Provider is generally not paying its debts as such debts become due or the Credit Facility Provider files a petition in bankruptcy or under Title 11 of the United States Code, as amended, or the Credit Facility has been determined

to be void or unenforceable by final judgment of a court of competent jurisdiction; provided, that this Section shall not in any way limit or affect the rights of the Credit Facility Provider as a Bondholder, as subrogee of a Bondholder or as assignee of a Bondholder or to otherwise be reimbursed and indemnified for its costs and expenses and other payment on or in connection with the Series 2024B Bonds or the Credit Facility, either by operation of law or at equity or by contract; and, provided further that such rights shall be restored if any of the foregoing events have been cured or court decisions have been reversed.

Section 13.13. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Bond Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Bond Trustee. The parties to this Bond Indenture agree that they will provide the Bond Trustee with such information as it may request in order for the Bond Trustee to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, the Borrower and the Authority have caused this Loan Agreement to be executed in their respective corporate names, all as of the date first above written.

HAMILTON HEALTH CARE SYSTEM, INC.

(SEAL)

By: _____
Executive Vice President and Chief Financial
Officer

Attest:

By: _____
Secretary

DALTON-WHITFIELD COUNTY JOINT
DEVELOPMENT AUTHORITY

(SEAL)

By _____
Chairman

Attest:

By: _____
Secretary

EXHIBIT A

[FORM OF REQUISITION]

REQUEST NO. _____

U.S. Bank Trust Company, National Association, as trustee
Atlanta, Georgia
Attention: Corporate Trust Services

Re: \$74,625,000 Dalton-Whitfield County Joint Development Authority Revenue
Bonds (Hamilton Health Care System, Inc. Project), Series 2024B

To the Addressee:

The undersigned Hamilton Health Care System, Inc., a Georgia nonprofit corporation (the “*Borrower*”) hereby submits this requisition for payment from the Costs of Issuance Fund established under the Bond Indenture, dated as of July 1, 2024 (the “*Bond Indenture*”), between Dalton-Whitfield County Joint Development Authority (the “*Authority*”) and you, as trustee, relating to the obligations in caption (the “*Series 2024B Bonds*”). All capitalized terms used herein and not defined herein shall have the meaning ascribed thereto in the Bond Indenture.

Amount Requested: _____

Total Disbursements to Date: _____

1. Each obligation for which a disbursement is hereby requested is described in reasonable detail in **Schedule I** hereto together with the name and address of the person, firm or corporation to whom payment is due.
2. The bills, invoices or statements of account for each obligation referenced in Schedule I are on file with the Borrower.
3. The Borrower hereby certifies that:
 - (a) the obligation to make such payment was incurred by the Authority or Borrower in connection with the issuance of the Series 2024B Bonds (as defined in the Loan Agreement, of even date with the Bond Indenture, between the Authority and the Borrower, hereinafter referred to as the “Loan Agreement”), is a proper charge against the Costs of Issuance Fund (as defined in the Loan Agreement); and has not been the basis for any prior requisition;
 - (b) neither the Borrower nor, to the best of the Borrower’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;

(c) this requisition contains no items representing payment on account of any retained percentages which the Authority or the Borrower is entitled to retain at this date; and

(d) no "Loan Default" (as defined in the Loan Agreement), or event which after notice or lapse of time or both would constitute such a "Loan Default" has occurred and not been waived.

This _____ day of _____, 20__.

HAMILTON HEALTH CARE SYSTEM, INC.

By: _____
Authorized Borrower Representative

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APPENDIX D

FORM OF THE AMENDED AND RESTATED MASTER INDENTURE

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**AMENDED AND RESTATED
MASTER TRUST INDENTURE**

**HAMILTON HEALTH CARE SYSTEM, INC.
HAMILTON MEDICAL CENTER, INC.,
BRADLEY MEDICAL CENTER, LLC,
and
VBMC, INC.,
*as Obligated Group Members***

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
*as Master Trustee***

Dated July 31, 2024

***Amending and Restating the Master Trust Indenture, dated as of December 1, 1996
And effective as described herein***

This document was prepared by:
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OBLIGATIONS

AMENDED AND RESTATED MASTER TRUST INDENTURE

THIS AMENDED AND RESTATED MASTER TRUST INDENTURE, dated July 31, 2024 (this “*Master Indenture*”), by and among **HAMILTON HEALTH CARE SYSTEM, INC.**, a nonprofit corporation duly organized and existing under the laws of the State of Georgia (“*HHCS*”), **HAMILTON MEDICAL CENTER, INC.**, a nonprofit corporation duly organized and existing under the laws of the State of Georgia (“*HMC*”), **BRADLEY MEDICAL CENTER, LLC**, a Tennessee limited liability company (“*BMC*”), AND **VBMC, INC.**, a nonprofit corporation duly organized and existing under the laws of the State of Tennessee (“*VBMC*”) (collectively, the “*Initial Obligated Group*”), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and being qualified to accept and administer the trusts hereby created (as more specifically defined herein, the “*Master Trustee*”),

WITNESSETH:

WHEREAS, HHCS and HMC are parties to a Master Trust Indenture, dated as of December 1, 1996 (as amended and supplemented, the “*Prior Master Indenture*”) under which certain notes and other obligations have been issued and secured (the “*Existing Master Indenture Obligations*”); and

WHEREAS, the Existing Master Indenture Obligations are described on **Schedule “1”** to this Master Indenture; and

WHEREAS, after careful consideration, each Member of the Initial Obligated Group have determined to (i) make certain amendments to the Prior Master Indenture as reflected in this Master Indenture; and (ii) add certain affiliates relating to the facilities owned or operated in Cleveland, Tennessee and in Dalton, Georgia to the Initial Obligated Group, including Bradley Medical Center, LLC and VBMC, Inc.; and

WHEREAS, Section 9.2 of the Prior Master Indenture permits the amendment thereof in certain circumstances, including upon receipt of consents to such amendment from the holders of not less than a majority in outstanding principal amount of the obligations outstanding thereunder; and

WHEREAS, on the date hereof, the consent of the holders of not less than a majority of the outstanding amount of the obligations issued under the Prior Master Indenture have consented to the execution of this Master Indenture (the “*Effective Date*”), accordingly, this Master Indenture is effective as of the date hereof, and the Prior Master Indenture is deemed to have been amended and restated as provided herein; and

WHEREAS, upon the Effective Date of this Master Indenture as described herein, all Existing Master Indenture Obligations that were previously secured under the Prior Master Indenture will be deemed to be obligations secured under this Master Indenture; and

WHEREAS, the Members of the Initial Obligated Group are authorized and deem it necessary and desirable to enter into this Master Indenture for the purpose of providing for the issuance from time to time of obligations hereunder to provide for the financing or refinancing of the acquisition, construction, equipping or improvement of health care or other facilities, or for other lawful and proper corporate purposes; and

WHEREAS, the Master Trustee agrees to accept and administer the trusts created hereby;

NOW, THEREFORE, in consideration of the premises, of the acceptance by the Master Trustee of the trusts hereby created, and of the giving of consideration for and acceptance of the obligations issued hereunder by the holders thereof, and for the purpose of fixing and declaring the terms and conditions upon which such obligations are to be issued, authenticated, delivered and accepted by all persons who shall from time to time be or become holders thereof, the Members of the Initial Obligated Group each covenants and agrees with the Master Trustee for the equal and proportionate benefit of the respective holders from time to time of obligations issued hereunder, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Master Indenture and of any supplemental indenture issued hereafter and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, equally applicable to both singular and plural forms of any of the terms herein defined.

Accountant

“Accountant” means any independent certified public accountant or firm of such accountants selected by the Credit Group Representative.

Affiliate

“Affiliate” of any specified Person shall mean any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, (i) “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the power to appoint and remove its directors, the ownership of voting securities, by contract, membership or otherwise; and (ii) the terms “controlling” and “controlled” have meanings correlative to the foregoing; provided that no director, officer or employee of an entity shall be deemed to be an Affiliate of such entity merely by reason of voting power absent equity ownership of a majority of the outstanding equity in the subject entity.

Authorized Representative

“Authorized Representative” means, with respect to each Credit Group Member, its chairman or vice chairman of the board, president, chief executive officer, chief financial officer, or any other person designated as an Authorized Representative of such Credit Group Member by a Certificate of that Credit Group Member signed by its chairman or vice chairman of the board, president, chief executive officer, or chief financial officer and filed with the Master Trustee.

Balloon Indebtedness

“Balloon Indebtedness” means Long-Term Indebtedness, 20% or more of the principal of which (calculated as of the date of issuance) becomes due during any period of 12 consecutive months absent acceleration if such maturing principal amount is not required to be amortized below such percentage by mandatory redemption prior to such 12-month period.

BMC

“BMC” means Bradley Medical Center, LLC, a Tennessee limited liability company duly organized and existing under the laws of the State of Tennessee, or any company or corporation which is the surviving, resulting or transferee corporation or company in any merger, consolidation or transfer of assets permitted under this Master Indenture.

Bond Index

“Bond Index” means, at the option of the Credit Group Representative (as set forth in an Officer’s Certificate) (a) the 30-year Revenue Bond Index published most recently by *The Bond Buyer*, or a comparable index if such Revenue Bond Index is not so published, (b) the SIFMA Swap Index, (c) the weighted average coupon of all then-Outstanding Long-Term Indebtedness secured by Master Indenture Obligations, as such average is certified by the Credit Group Representative in the Officer’s Certificate, or (d) such other interest rate or interest index as may be certified by the Credit Group Representative in writing to the Master Trustee as appropriate to the situation. The Credit Group Representative may designate a different Bond Index for each series or type of Long-Term Indebtedness.

Book Value

“Book Value” means, when used in connection with Property, Plant and Equipment or other Property of any Credit Group Member, the value of such property, net of accumulated depreciation, as it is carried on the books of the Credit Group Member in conformity with GAAP, and when used in connection with Property, Plant and Equipment or other Property of the Credit Group, means the aggregate of the values so determined with respect to such Property of each Credit Group Member determined in such a way that no portion of such value of Property of any Credit Group Member is included more than once.

Capitalized Rentals

“Capitalized Rentals” means, as of the date of determination, the amount at which the aggregate Net Rentals due and to become due under a Finance Lease under which a Person is a lessee would be reflected as a liability on a balance sheet of such Person.

Certificate, Statement, Request, Consent or Order

“Certificate”, “Statement”, “Request”, “Consent” or “Order” of any Credit Group Member or of the Master Trustee means, respectively, a written certificate, statement, request, consent or order signed in the name of such Credit Group Member by its Authorized Representative or in the name of the Master Trustee by its Responsible Officer. Any such instrument and supporting opinions or certificates, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or certificate and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by Section 1.04 hereof, each such instrument shall include the statements provided for in Section 1.04.

Code

“Code” means the Internal Revenue Code of 1986 and the regulations promulgated thereunder.

Commitment Indebtedness

“Commitment Indebtedness” means any Master Indenture Obligation issued for the purposes specified in Section 3.12(h).

Completion Indebtedness

“Completion Indebtedness” means any Long-Term Indebtedness incurred for the purpose of financing the completion of construction or equipping of any project for which Long-Term Indebtedness or Interim Indebtedness has theretofore been incurred in accordance with the provisions hereof, to the extent necessary to provide a completed and fully equipped facility of the type and scope contemplated at the time such Long-Term Indebtedness or Interim Indebtedness was incurred, in accordance with the general plans and specifications for such facility as originally prepared in connection with such Long-Term Indebtedness or Interim Indebtedness as such plans and specifications may be modified to deal with exigencies (if any) not anticipated at commencement of construction (or matters encountered beyond budgeted-for contingencies) as certified by an Officer’s Certificate.

Controlling Member

“Controlling Member” means the Obligated Group Member designated by the Credit Group Representative to establish and maintain control over a Designated Affiliate.

Corporate Trust Office

“Corporate Trust Office” means the office of the Master Trustee at which its corporate trust business is conducted, which at the date hereof is located at 2 Concourse Parkway, Suite 800, Atlanta, Georgia 30328.

Credit Group or Credit Group Members

“Credit Group” or “Credit Group Members” means all Obligated Group Members and Designated Affiliates.

Credit Group Financial Statements

“Credit Group Financial Statements” means the financial statements delivered pursuant to Section 3.13(b). Notwithstanding the foregoing, calculations herein that rely on Credit Group Financial Statements shall not be made or required to be made until the Fiscal Year ending September 30, 2025.

Credit Group Representative

“Credit Group Representative” means initially HHCS, or such other Obligated Group Member (or Obligated Group Members acting jointly) as may have been designated pursuant to written notice to the Master Trustee executed by HHCS or a successor Credit Group Representative.

Days Cash on Hand

“Days Cash on Hand” means, as of any date, the product of 365 times (i) the unrestricted cash and cash equivalents plus unrestricted securities and other unrestricted investments as reflected in the Credit Group Financial Statements for the most recent Fiscal Year, plus board and management designated assets and interest funds in any trustee funds which are to be applied to the current Fiscal Year’s interest expense, divided by (ii) the operating expenses as reflected in the Credit Group Financial Statements for the most recent Fiscal Year, excluding from such expenses: (a) depreciation and amortization of debt and bond issuance costs and intangible assets, (b) any amount included in the operating expenses representing bad debt expense, and (c) any extraordinary or non-recurring item.

Debt Service Requirements

“Debt Service Requirements” means for any specified period, (a) the amounts payable as Capitalized Rentals in respect of any Finance Leases, (b) the amounts payable to the Holders of Master Indenture Obligations (or to the trustee for such Holders) in respect of the principal of any or all Master Indenture Obligations issued as Long-Term Indebtedness under this Master Indenture (including scheduled mandatory redemptions of principal) and the interest on such Master Indenture Obligations, and (c) the amounts payable to any or all holders of Long-Term Indebtedness other than Finance Leases and Master Indenture Obligations under this Master Indenture (or to any trustee or paying agent for such holders) in respect of the principal of such Long-Term Indebtedness (including mandatory redemptions or prepayments of principal) and the

interest on such Long-Term Indebtedness. Notwithstanding the foregoing, the amounts deemed payable in respect of any Long-Term Indebtedness shall not include interest which is funded from the proceeds thereof or any amounts payable from funds available (without reinvestment) in an irrevocable escrow and such amounts (including, where appropriate, the earnings or other increment to accrue thereon) are required to be applied to pay such principal and such amounts so required to be applied are sufficient to pay such principal (other than amounts so payable solely by reason of a Member's failure to make payments from other sources). Non-scheduled termination or similar payments on Financial Product Agreements, payments due on optional redemptions, payments due on tenders of Indebtedness for purchase or retirement (other than scheduled mandatory sinking fund payments), payments due as a result of acceleration following default and similar, non-scheduled payments which come due or may become due on any Indebtedness and payments of principal on Balloon Indebtedness shall not be treated as Debt Service Requirements. In addition, calculations of Debt Service Requirements shall be subject to adjustment as and to the extent permitted or required by Section 3.15, provided, however, that in connection with the calculation of "Debt Service Requirement," in no event shall any payments to be made in respect of principal and/or interest on any Outstanding Long-Term Indebtedness of the Credit Group during such period be counted more than once.

Default

"Default" means an event that, with the passage of time or the giving of notice or both, would become an Event of Default.

Designated Affiliate

"Designated Affiliate" means any Person which has been so designated by the Credit Group Representative in accordance with Section 3.05 so long as such Person has not been further designated by the Credit Group Representative as no longer being a Designated Affiliate in accordance with Section 3.05.

Disposition

"Disposition" means a conveyance, gift, transfer, sale, lease or other disposition of assets.

Electronic Mail

"Electronic Mail" means a notice, request or other communication sent by email; provided that for purpose of this Master Indenture, an e mail does not constitute a notice, request or other communication hereunder, but rather the portable document format or similar attachment to such e mail shall constitute a notice, request or other communication hereunder.

Electronic Means

"Electronic Means" means telecopy, facsimile transmission, e mail transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Master Trustee, or another method or system specified by the Master Trustee as available for use in connection with its services hereunder.

Event of Default

“Event of Default” means any of the events specified in Section 4.01 hereof.

Excluded Property

“Excluded Property” means the property identified in **Appendix A** to this Master Indenture.

Existing Master Indenture Obligations

“Existing Master Indenture Obligations” means the Outstanding notes and other obligations listed on **Schedule “1.”**

Fair Market Value

“Fair Market Value,” when used in connection with Property, means the fair market value of such Property as determined by either:

(a) an appraisal of the portion of such Property which is real property and the permanent improvements thereof made within five years of the date of determination by a “Member of the Appraisal Institute” and by an appraisal of any material portion of such Property which is not real property made within five years of the date of determination by any expert qualified in relation to the subject matter, provided that any such appraisal shall be performed by an Independent Consultant, adjusted for the period, not in excess of five years, from the date of the last such appraisal for changes in the implicit price deflator for the gross national product as reported by the United States Department of Commerce or its successor agency, or if such index is no longer published, such other index certified to be comparable and appropriate in an Officer’s Certificate delivered to the Master Trustee;

(b) a bona fide offer for the purchase of such Property made on an arm’s-length basis within six months of the date of determination, as established by an Officer’s Certificate; or

(c) an Authorized Representative the Credit Group Representative (whose determination shall be made in good faith and set forth in an Officer’s Certificate filed with the Master Trustee) if the Fair Market Value of such Property is less than or equal to the greater of \$10,000,000 or 5% of cash and equivalents as shown on the Credit Group Financial Statements.

Finance Lease

“Finance Lease” means any lease of real or personal property that, in accordance with GAAP, is classified as a “finance lease” under Financial Accounting Standards Board Accounting Standards Codification Topic 842, Leases, or any successor guidance, and which is not classified as an Operating Lease.

Financial Product Agreement

“Financial Product Agreement” means any interest rate exchange agreement, hedge or similar arrangement, including, *inter alia*, an interest rate swap, asset swap, a constant maturity swap, a forward or futures contract, cap, collar, option, floor, forward or other hedging agreement, arrangement or security, direct funding transaction or other derivative, including any option to enter into the foregoing, however denominated and whether entered into on a current or forward basis, excluding however commodity (including power) forward purchase agreements.

Financial Product Extraordinary Payments

“Financial Product Extraordinary Payments” means any payments required to be paid to a counterparty by a Credit Group Member pursuant to a Financial Product Agreement in connection with the termination thereof, tax gross-up payments, expenses, default interest, and any other payments or indemnification obligations to be paid to a counterparty by a Credit Group Member under a Financial Product Agreement, which payments are not Financial Product Payments.

Financial Product Payments

“Financial Product Payments” means regularly scheduled payments required to be paid to a counterparty by a Credit Group Member pursuant to a Financial Product Agreement and excluding Financial Product Extraordinary Payments.

Financial Product Receipts

“Financial Product Receipts” means regularly scheduled payments required to be paid to a Credit Group Member by a counterparty pursuant to a Financial Product Agreement.

Fiscal Year

“Fiscal Year” means the period beginning on October 1 of each year and ending on the next succeeding September 30, or any other twelve-month period hereafter designated by the Credit Group Representative as the fiscal year of the Credit Group.

Force Majeure Event

“Force Majeure Event” means any acts of God; industrial disturbances; acts of public enemies; acts or orders of any kind of the government of the United States of America, or of any state or locality thereof or any of their departments, agencies, or officials, or of any civil or military authority that materially restrict the ability of any Credit Group Member to operate its facilities as intended; terrorist acts; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraining of government and people; civil disturbances; explosions; nuclear accidents; wars; breakage of or accidents impacting machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause not reasonably within the control of the Credit Group Members.

GAAP

“GAAP” means accounting principles generally accepted in the United States of America as they exist on the date of applicability and applied on a consistent basis.

Governing Body

“Governing Body” means, when used with respect to any Credit Group Member, its board of directors, board of trustees or other board or group of individuals in which all of the powers of such Credit Group Member are vested, except for those powers reserved to the corporate membership of such Credit Group Member by the articles of incorporation or bylaws of such Credit Group Member.

Government Issuer

“Government Issuer” means any municipal corporation, political subdivision, state, territory or possession of the United States, or any constituted authority or agency or instrumentality of any of the foregoing empowered to issue obligations on behalf thereof, which obligations would constitute Related Bonds hereunder.

Government Obligations

“Government Obligations” means: (1) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by the United States of America; (2) obligations issued or guaranteed by any agency, department or instrumentality of the United States of America if the obligations issued or guaranteed by such entity are rated in one of the two highest Rating Categories of a Rating Agency; (3) certificates which evidence ownership of the right to the payment of the principal of and interest on obligations described in clauses (1) or (2), provided that such obligations are held in the custody of a bank or trust company in a special account separate from the general assets of such custodian; and (4) obligations the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, and the timely payment of the principal of and interest on which is fully provided for by the deposit in trust of cash or obligations described in clauses (1), (2) or (3).

Government or Industry Restrictions

“Government or Industry Restrictions” means any federal, state or other applicable governmental law or regulations (including income tax limitations which must be respected to preserve the exempt status of the applicable Person, eligibility of a Person for benefits under any state, local or federal subsidy or exemption program, or conditions imposed specifically on the Credit Group Members of the Credit Group Members’ facilities), or any general industry standards or general industry conditions affecting any Credit Group Member and its health care or research facilities or other licensed facilities placing restrictions and limitations on the (i) rates, fees, research funding and charges to be fixed, charged or collected by any Credit

Group Member, (ii) rates, fees, research funding and charges to be fixed, charged and collected by the Credit Group Members, or (iii) the amount or timing of the receipt of such revenues.

Gross Receivables

“Gross Receivables” means all of the accounts, chattel paper, instruments and payment intangibles (all as defined in the UCC) of each Obligated Group Member, as are now in existence or as may be hereafter acquired and the proceeds thereof; excluding, however, (1) all Restricted Moneys, and (2) all accounts or payment intangibles consisting of or arising from patents and royalties or which are subject to (but only to the extent legally limited or prohibited by) applicable Government or Industry Restrictions.

Guaranty

“Guaranty” means any obligation of any Credit Group Member guaranteeing, directly or indirectly, any obligation of any other Person which would, if such other Person were a Credit Group Member, constitute Indebtedness.

HHCS

“HHCS” means Hamilton Health Care System, Inc., a nonprofit corporation duly organized and existing under the laws of the State of Georgia, or any corporation which is the surviving, resulting or transferee corporation in any merger, consolidation or transfer of assets permitted under this Master Indenture.

Historical Debt Service Coverage Ratio

“Historical Debt Service Coverage Ratio” means, for any period of time, the ratio determined by dividing Income Available for Debt Service by Debt Service Requirements.

HMC

“HMC” means Hamilton Medical Center, Inc., a nonprofit corporation duly organized and existing under the laws of the State of Georgia, or any corporation which is the surviving, resulting or transferee corporation in any merger, consolidation or transfer of assets permitted under this Master Indenture.

Holder

“Holder” means the registered owner of any Master Indenture Obligation in registered form or the bearer of any Master Indenture Obligation in coupon form which is not registered or is registered to bearer or the party or parties to any contractual obligation designated to be a Master Indenture Obligation set forth in a Related Supplement and identified therein as the party to whom payment is due thereunder or the “holder” thereof. For the purpose of determining consents, approvals, providing directions to the Master Trustee or other such actions under this Master Indenture, Section 8.10 hereof shall apply in the case of Commitment Indebtedness.

Identified Financial Product Agreement

“Identified Financial Product Agreement” means a Financial Product Agreement identified to the Master Trustee in a Certificate of the Credit Group Representative as having been entered into by a Credit Group Member with a Qualified Provider with respect to Indebtedness (which is either then-Outstanding or to be issued after the date of such Certificate) identified in such Certificate, with a notional amount not in excess of the principal amount of such Indebtedness.

Immaterial Affiliates

“Immaterial Affiliates” means Persons that are not Members of the Credit Group and whose combined total unrestricted net assets, as shown on their financial statements for their most recently completed fiscal year, aggregated less than 15% of the combined or consolidated unrestricted net assets of the Credit Group as shown on the Credit Group Financial Statements, plus the unrestricted net assets of such Persons as if they were Members of the Credit Group for such period, for the most recently completed Fiscal Year of the Credit Group.

Income Available for Debt Service

“Income Available for Debt Service” means, unless the context provides otherwise, with respect to the Credit Group as to any period of time, net income, or excess of revenues over expenses (excluding income from all Irrevocable Deposits) before depreciation, amortization, and interest expense (including Financial Product Payments and Financial Product Receipts on Identified Financial Product Agreements), as determined in accordance with GAAP and as shown on the Credit Group Financial Statements; provided, that no determination thereof shall take into account:

- (a) gifts, grants, bequests, donations or contributions, to the extent (i) temporarily restricted by the donor specifically for capital purposes or (ii) permanently restricted by the donor specifically to a particular purpose other than (1) payment of principal of, redemption premium and interest on Indebtedness, (2) release into funds without donor restrictions, or (3) payment of operating expenses;
- (b) the net proceeds of casualty insurance (other than business interruption insurance) and condemnation awards;
- (c) any gain or loss resulting from the extinguishment of Indebtedness;
- (d) any gain or loss resulting from the sale, exchange or other disposition of assets not in the ordinary course of business;
- (e) any gain or loss resulting from any discontinued operations;
- (f) any gain or loss resulting from pension terminations, settlements or curtailments;
- (g) any unusual charges for employee severance;

(h) non-cash adjustments to the value of assets or liabilities resulting from changes in GAAP;

(i) unrealized gains or losses on investments, including “other than temporary” declines in Book Value;

(j) gains or losses resulting from changes in valuation of any hedging, derivative, interest rate exchange or similar contract (including Financial Product Agreements);

(k) any Financial Product Extraordinary Payments or similar payments on any hedging, derivative, interest rate exchange or similar contract that does not constitute a Financial Product Agreement;

(l) unrealized gains or losses from the write-down, reappraisal or revaluation of assets;

(m) other nonrecurring items of any extraordinary nature which do not involve the receipt, expenditure or transfer of assets;

(n) any significant, unusual, extraordinary or infrequently occurring losses or expenses, as determined in good faith by the Credit Group Representative; or

(o) any gains or losses or revenues or expenses attributable to transactions between any Credit Group Member or any other Credit Group Member;

provided, however, that net realized gains and losses from the sale of investments may, at the election of the Credit Group Representative, be included in the computation of Income Available for Debt Service on the basis of the average annual amount of those gains and losses for the three Fiscal Years immediately preceding the computation date (rather than including the actual amount of net realized gains and losses from the sale of investments for the period for which a computation is being made).

Indebtedness

“Indebtedness” means any Guaranty (other than any Guaranty by any Credit Group Member of Indebtedness of any other Credit Group Member) and any obligation of any Credit Group Member (a) for repayment of borrowed money, (b) with respect to Finance Leases or (c) under installment sale agreements; provided, however, that if more than one Credit Group Member shall have incurred or assumed a Guaranty of a Person other than a Credit Group Member, or if more than one Credit Group Member shall be obligated to pay any obligation, for purposes of any computations or calculations under this Master Indenture such Guaranty or obligation shall be included only one time. Financial Product Agreements, trade payables, accrued expenses in the normal course of business, physician income guaranties or other credit/funding extension, any obligation to reimburse a bond insurer, financial institution or other Person which has guaranteed or otherwise assured the performance of a Member’s obligations under a Financial Products Agreement, or any obligation to repay moneys deposited by patients or others with a Obligated Group Member as security for or as prepayment of the cost of patient

care, or any rights of residents of life care, elderly housing or similar facilities to endowment or similar funds deposited by or on behalf of such residents, shall not constitute Indebtedness.

Independent Consultant

“Independent Consultant” means a firm (but not an individual) selected by a Credit Group Member which (1) is in fact independent, (2) does not have any direct financial interest or any material indirect financial interest in any Credit Group Member (other than the agreement pursuant to which such firm is retained), (3) is not connected with any Credit Group Member as an officer, employee, promoter, trustee, partner, director or person performing similar functions and (4) in the good faith opinion of the Credit Group Member making such selection is qualified to pass upon questions relating to the financial affairs of organizations similar to the Credit Group or facilities of the type or types operated by the Credit Group and having the skill and experience necessary to render the particular opinion or report required by the provision hereof in which such requirement appears.

Initial Obligated Group

“Initial Obligated Group” means HHCS, HMC, BMC and VBMC.

Interim Indebtedness

“Interim Indebtedness” means Indebtedness with an original maturity not in excess of five years, the proceeds of which are to be used to provide interim financing for capital improvements in anticipation of the issuance of Long-Term Indebtedness.

Irrevocable Deposit

“Irrevocable Deposit” means the irrevocable deposit in trust of cash in an amount, or Government Obligations, or other securities permitted for such purpose pursuant to the terms of the documents governing the payment of or discharge of Indebtedness, the principal of and interest on which will be an amount, and under terms sufficient to pay all or a portion of the principal of, premium, if any, and interest on, as the same shall become due, any such Indebtedness which would otherwise be considered Outstanding. The trustee of such deposit may be the Master Trustee, a Related Bond Trustee or any other trustee or escrow agent authorized to act in such capacity.

Lien

“Lien” means any mortgage or pledge of, or security interest in, or lien or encumbrance on, any Property of a Credit Group Member (i) which secures any Indebtedness or any other obligation of such Credit Group Member or (ii) which secures any obligation of any Person other than a Credit Group Member, and excluding liens applicable to Property in which a Credit Group Member has only a leasehold interest unless the lien secures Indebtedness of that Credit Group Member.

Long-Term Indebtedness

“Long-Term Indebtedness” means Indebtedness having an original stated maturity of greater than one year (for avoidance of doubt, classification of Indebtedness under GAAP shall not be controlling for purposes of determining whether Indebtedness is Long-Term Indebtedness).

MADS Debt Service Coverage Ratio

“MADS Debt Service Coverage Ratio” means the ratio determined by dividing Income Available for Debt Service by Maximum Annual Debt Service.

Master Indenture

“Master Indenture” means this Amended and Restated Master Indenture, as originally executed and as it may from time to time be supplemented, modified or amended in accordance with the terms hereof.

Master Indenture Obligation

“Master Indenture Obligation” means each of the Existing Master Indenture Obligations and any obligation of the Obligated Group issued pursuant to Section 2.02 hereunder, as a joint and several obligation of each Obligated Group Member, which may be in any form set forth in a Related Supplement, including, but not limited to, bonds, notes, obligations, debentures, reimbursement agreements, loan agreements, Financial Product Agreements or leases. Reference to a Series of Master Indenture Obligations or to Master Indenture Obligations of a Series means Master Indenture Obligations or Series of Master Indenture Obligations issued pursuant to a single Related Supplement.

Master Trustee

“Master Trustee” means U.S. Bank Trust Company, National Association, a national banking association organized under the laws of the United States of America, and, subject to the limitations contained in Section 5.07, any other corporation or association that may be co-trustee with the Master Trustee, and any successor or successors to said trustee or co-trustee in the trusts created hereunder.

Material Credit Group Members

“Material Credit Group Members” means the Credit Group Members whose combined or consolidated unrestricted net assets, as shown on their financial statements for their most recently completed fiscal year, were equal to or greater than 85% of the combined or consolidated unrestricted net assets of the entire Credit Group as shown on the Credit Group Financial Statements for the most recently completed Fiscal Year of the Credit Group.

Maximum Annual Debt Service

“Maximum Annual Debt Service” means, for any period of time, the highest Debt Service Requirements.

Merger Transaction

“Merger Transaction” has the meaning set forth in Section 3.10.

Net Rentals

“Net Rentals” means all fixed rents (including as such all payments which the lessee is obligated to make to the lessor on termination of the lease or surrender of the Property other than upon termination of the lease for a default thereunder) payable under a lease or sublease of real or personal Property excluding any amounts required to be paid by the lessee (whether or not designated as rents or additional rents) on account of maintenance, repairs, insurance, taxes and similar charges. Net Rentals for any future period under any so called “percentage lease” shall be computed on the basis of the amount reasonably estimated to be payable thereunder for such period, but in any event not less than the amount paid or payable thereunder during the immediately preceding period of the same duration as such future period; provided that the amount estimated to be payable under any such percentage lease shall in all cases recognize any change in the applicable percentage called for by the terms of such lease.

New Obligated Group

“New Obligated Group” means such Persons who agree to (i) become jointly and severally obligated under a Replacement Master Indenture for any obligations thereunder, and (ii) otherwise comply with the provisions of such Replacement Master Indenture.

Nonrecourse Indebtedness

“Nonrecourse Indebtedness” means any Indebtedness which is not a general obligation of the obligor of such Indebtedness and which is secured by a Lien on Property, Plant and Equipment acquired or constructed with the proceeds of such Indebtedness, liability for which is effectively limited to the Property, Plant and Equipment subject to such Lien with no recourse, directly or indirectly, to any other Property of any Credit Group Member absent extraordinary events such as fraud, insolvency or waste.

Obligated Group

“Obligated Group” means all Obligated Group Members.

Obligated Group Member or Member

“Obligated Group Member” or “Member” means each Person that is obligated hereunder from and after the date upon which such Person joins the Obligated Group, but excluding any Person which withdraws from the Obligated Group to the extent and in accordance with the provisions of Section 3.04 hereof, from and after the date of such withdrawal. As of the date of

execution of this Master Indenture, the Obligated Group Members include the Initial Obligated Group.

Officer's Certificate

“Officer's Certificate” means a certificate signed by an Authorized Representative of the Credit Group Representative.

Operating Lease

“Operating Lease” means any lease of real or personal property that is classified as an “operating lease” under Financial Accounting Standards Board Accounting Standards Codification Topic 842, Leases.

Opinion of Bond Counsel

“Opinion of Bond Counsel” means a written opinion signed by a reputable and qualified attorney or firm of attorneys who may be counsel for (including the internal legal department of) the Credit Group Representative or any Member of the Credit Group.

Opinion of Counsel

“Opinion of Counsel” means a written opinion signed by a reputable and qualified attorney or firm of attorneys who may be counsel for the Credit Group Representative or any Member of the Obligated Group.

Outstanding

“Outstanding,” when used with reference to Indebtedness or Master Indenture Obligations, means, as of any date of determination, all Indebtedness or Master Indenture Obligations theretofore issued or incurred and not paid and discharged other than (1) Master Indenture Obligations theretofore cancelled by the Master Trustee or delivered to the Master Trustee for cancellation or otherwise deemed paid in accordance with the terms hereof, (2) Master Indenture Obligations in lieu of which other Master Indenture Obligations have been authenticated and delivered or which have been paid pursuant to the provisions of a Related Supplement regarding mutilated, destroyed, lost or stolen Master Indenture Obligations unless proof satisfactory to the Master Trustee has been received that any such Master Indenture Obligation is held by a bona fide purchaser, (3) any Master Indenture Obligation held by any Credit Group Member and (4) Indebtedness deemed paid and no longer outstanding pursuant to the terms thereof; provided, however, that if two or more obligations which constitute Indebtedness represent the same underlying obligation (as when a Master Indenture Obligation secures an issue of Related Bonds and another Master Indenture Obligation secures repayment obligations to a bank under a letter of credit which secures such Related Bonds) for purposes of calculating compliance with the various financial covenants contained herein, but only for such purposes, only one of such Master Indenture Obligations shall be deemed Outstanding and the Master Indenture Obligation so deemed to be Outstanding shall be that Master Indenture Obligation which produces the greatest amount of Debt Service Requirements to be included in the calculation of such covenants.

Parity Financial Product Extraordinary Payments

“Parity Financial Product Extraordinary Payments” means Financial Product Extraordinary Payments that (1) are with respect to a Financial Product Agreement secured or evidenced by a Master Indenture Obligation and (2) have been specified to be payable on a parity with Financial Product Payments in the Related Supplement authorizing the issuance of such Master Indenture Obligation.

Permitted Liens

“Permitted Liens” means and include:

(a) Any judgment lien or notice of pending action against any Credit Group Member so long as the judgment or pending action is being contested and execution thereon is stayed or while the period for responsive pleading has not lapsed;

(b) (i) Rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or provision of law, affecting any Property, to (A) terminate such right, power, franchise, grant, license or permit, provided that the exercise of such right would not materially impair the use of such Property or materially and adversely affect the Value thereof, or (B) purchase, condemn, appropriate or recapture, or designate a purchase of, such Property; (ii) any liens on any Property for taxes, assessments, levies, fees, water and sewer charges, and other governmental and similar charges and any liens of mechanics, materialmen, laborers, suppliers or vendors for work or services performed or materials furnished in connection with such Property, which are not delinquent, or the amount or validity of which are being contested and execution thereon is stayed or, with respect to liens of mechanics, materialmen and laborers, have been due and payable or which are not delinquent, or the amount or validity of which, are being contested or, with respect to liens of mechanics, materialmen and laborers, have been due for less than 60 days, or the amount or validity of which are being contested; (iii) easements, rights-of-way, servitudes, restrictions and other minor defects, encumbrances, and irregularities in the title to any Property which do not materially impair the use of such Property or materially and adversely affect the Value thereof; (iv) easements, exceptions or reservations for the purpose of ingress and egress, parking, pipelines, telephone lines, telegraph lines, power lines and substations, roads, streets, alleys, highways, railroad purposes, drainage, sewerage, dikes, canals, laterals, ditches, removal of oil, gas, coal or other minerals, and other similar matters, including joint use agreements, which do not materially interfere with the use or operation of the subject Property for its intended purpose; and (v) rights reserved to or vested in any municipality or public authority to control or regulate any Property or to use such Property in any manner, which rights do not materially impair the use of such Property in any manner, or materially and adversely affect the Value thereof;

(c) Any Lien described in **Appendix B** to this Master Indenture which is existing on the date of execution hereof or as **Appendix B** may be supplemented upon addition of a Credit Group Member with respect to Liens existing on the Property of such additional Credit Group Member, provided that no such Lien (or the amount of

Indebtedness or other obligations secured thereby) may be increased, extended, renewed or modified to apply to any Property of any Credit Group Member not subject to such Lien on such date, unless such Lien as so extended, renewed or modified otherwise qualifies as a Permitted Lien;

(d) Any Lien in favor of the Master Trustee securing all Outstanding Master Indenture Obligations equally and ratably;

(e) Liens arising by reason of good faith deposits with any Credit Group Member in connection with leases of real estate, bids or contracts (other than contracts for the payment of money), deposits by any Credit Group Member to secure public or statutory obligations, or to secure, or in lieu of, surety, stay or appeal bonds, and deposits as security for the payment of taxes or assessments or other similar charges;

(f) Any Lien arising by reason of deposits with, or the giving of any form of security to, any governmental agency or any body created or approved by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license, or to enable any Credit Group Member to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with workers' compensation, unemployment insurance, pension or profit sharing plans or other similar social security plans, or to share in the privileges or benefits required for companies participating in such arrangements;

(g) Any Lien arising by reason of any escrow or reserve fund established to pay debt service or the redemption price or purchase price of Indebtedness;

(h) Any Lien in favor of a trustee on the proceeds of Indebtedness prior to the application of such proceeds;

(i) Any security interest in any debt service or interest reserve, debt service fund or any similar fund established pursuant to the terms of any Related Supplement or Related Bond Indenture in favor of the Master Trustee, a Related Bond Trustee, a Related Bond Issuer or the holder of the Indebtedness issued pursuant to such Related Supplement or Related Bond Indenture or the financial institution committed to provide funds in connection with any related Commitment Indebtedness or any security interest in any rebate or similar fund created pursuant to any agreement entered into in connection with any Related Bond;

(j) Any Lien on any Related Bond or any evidence of Indebtedness of any Credit Group Member acquired by or on behalf of any Credit Group Member which secures Commitment Indebtedness and only Commitment Indebtedness;

(k) Any Lien arising in the ordinary course of a Credit Group Member's security lending activities and in accordance with such Credit Group Member's investment policies;

(l) Liens on moneys deposited by patients or others with any Credit Group Member as security for or as prepayment for the cost of patient care;

(m) Liens on Property received by any Credit Group Member through gifts, grants, bequests or research grants, such Liens being due to restrictions or rights reserved on such gifts, grants, bequests or research grants or the income thereon, up to the Fair Market Value of such Property;

(n) Rights of the United States of America, including, without limitation, the Federal Emergency Management Agency (“*FEMA*”), or the State of Georgia or the State of Tennessee, including without limitation the Georgia Emergency Management Agency and the Tennessee Emergency Management Agency, by reason of FEMA and other federal and State of Georgia or State of Tennessee funds made available to any Credit Group Member under federal, State of Georgia or State of Tennessee statutes;

(o) Liens on Property securing Indebtedness incurred to refinance Indebtedness previously secured by a Lien on such Property, provided that (i) the amount of such new Indebtedness does not exceed the amount of such refinanced Indebtedness or the Debt Service Requirements on such new Indebtedness does not exceed the Debt Service Requirements on the refinanced Indebtedness, (ii) the Property securing such Indebtedness is not materially increased, and (iii) the obligor with respect to such Indebtedness, whether direct or contingent, is not changed;

(p) Liens granted by a Credit Group Member to another Credit Group Member;

(q) Liens securing Nonrecourse Indebtedness incurred pursuant to the provisions hereof;

(r) Liens consisting of purchase money security interests (as defined in the UCC) and lessors’ interest in Finance Leases or Capitalized Rentals;

(s) Liens on the Credit Group Members’ accounts receivable securing Indebtedness in an amount not to exceed 30% of the Credit Group Members’ aggregate net patient accounts receivable and grant and other receivables, as shown on the Credit Group Financial Statements for the most recent year for which such financial statements are available immediately prior to the incurrence of such Indebtedness;

(t) Liens on revenues constituting rentals in connection with any other Lien permitted hereunder on the Property from which such rentals are derived;

(u) The lease or license of the use of a part of the Credit Group Members’ facilities for use in performing professional or other services necessary for the proper and economical operation of such facilities in accordance with customary business practices in the industry;

(v) Liens created on amounts deposited by a Credit Group Member pursuant to a security annex or similar document to collateralize obligations of such Member under a Financial Product Agreement;

- (w) Liens junior to Liens in favor of the Master Trustee;
- (x) Liens in favor of banking or other depository institutions arising as a matter of law encumbering the deposits of any Member held in the ordinary course of business by such banking institution (including any right of setoff or statutory bankers' liens) so long as such deposit account is not established or maintained for the purpose of providing such Lien, right of setoff or bankers' lien;
- (y) UCC financing statements filed with the Secretary of State of the State (or such other office maintaining such records) in connection with an Operating Lease entered into by any Member in the ordinary course of business so long as such financing statement does not evidence the grant of any other Lien other than a Permitted Lien;
- (z) Rights of tenants under leases or rental agreements pertaining to Property, Plant and Equipment owned by any Member so long as the lease arrangement is in the ordinary course of business of the Member;
- (aa) Deposits of Property by any Member to meet regulatory requirements for a governmental workers' compensation, unemployment insurance or social security program, including any Lien imposed by ERISA;
- (bb) Deposits to secure the performance of another party with respect to a bid, trade contract, statutory obligation, surety bond, appeal bond, performance bond or lease, and other similar obligations incurred in the ordinary course of business of a Member;
- (cc) Liens resulting from deposits to secure bids from or the performance of another party with respect to contracts incurred in the ordinary course of business of a Member (other than contracts creating or evidencing an extension of credit to the depositor or otherwise for the payment of Indebtedness);
- (dd) Present or future zoning laws, ordinances or other laws or regulations restricting the occupancy, use or enjoyment of Property, Plant and Equipment of any Member which, in the aggregate, are not substantial in amount, and which do not in any case materially impair the Fair Market Value or use of such Property, Plant and Equipment for the purposes for which it is used or could reasonably be expected to be held or used;
- (ee) Any Lien on Property due to the rights of third-party payors for recoupment of amounts paid to any Credit Group Member;
- (ff) Any Lien existing for not more than 10 days after the Credit Group Member shall have received notice thereof, unless the Credit Group Member is contesting such Lien in good faith;
- (gg) Any other Lien on Property provided that the Value of all Property encumbered by all Liens permitted as described in this clause (gg) does not exceed 30%

of the sum of the Value of all Property of the Credit Group Members, calculated by the Credit Group Representative at the time of creation of such Lien; and

(hh) Restrictions imposed in connection with the incurrence of Indebtedness permitted under this Master Indenture required to be imposed under applicable law in connection with such Indebtedness such as regulatory agreements required under the Code for multifamily rental bonds or required in connection with mortgage insurance provided by state or federal governmental entities.

Person

“Person” means an individual, corporation, limited liability company, firm, association, partnership, trust or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

Projected Rate

“Projected Rate” means (a) in the case of an obligation the interest on which is entitled to the exemption from federal income tax afforded by Section 103(a) of the Code or any successor thereto: (i) if the obligation with respect to which such Projected Rate is being determined bears interest at a fixed rate until maturity, such fixed rate, or (ii) if the obligation with respect to which such Projected Rate is being determined bears interest at a variable rate, a formula rate or a fixed rate per annum based on a varying index, the most recently available SIFMA Swap Index as published in *The Bond Buyer* (or such comparable index selected by the Credit Group Representative if the SIFMA Swap Index is no longer published) or the average of the SIFMA Swap Index during the 12 calendar months immediately preceding the date of calculation, in each case, at the option of the Credit Group Representative, as specified in either an Officer’s Certificate of the Credit Group Representative; and (b) in the case of an obligation the interest on which is not entitled to the exemption from federal income tax afforded by Section 103(a) of the Code or any successor thereto: (i) if the obligation with respect to which such Projected Rate is being determined bears interest at a fixed rate until maturity, such fixed rate, or (ii) if the obligation with respect to which such Projected Rate is being determined bears interest at a variable rate, such other interest rate or interest index as may be certified by the Credit Group Representative in writing to the Master Trustee as appropriate to the situation.

Property

“Property” means any and all rights, titles and interests in and to any and all assets of any Credit Group Member, whether real or personal, tangible or intangible and wherever situated, other than donor restricted funds as determined in accordance with GAAP. For purposes of performing certain calculations under this Master Indenture, the Credit Group Representative may treat “total assets” as shown on the Credit Group’s audited financial statements as the Book Value of the Credit Group’s Property.

Property, Plant and Equipment

“Property, Plant and Equipment” means all Property of any Credit Group Member which is considered property, plant and equipment of such Credit Group Member under GAAP.

Put Date

“Put Date” means (i) any date on which an owner of Put Indebtedness may elect to have such Put Indebtedness paid, purchased or redeemed by or on behalf of the underlying obligor prior to its stated maturity date, or (ii) any date on which Put Indebtedness is required to be paid, purchased or redeemed from the owner by or on behalf of the underlying obligor (other than at the option of the owner) prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund or other than by reason of acceleration upon the occurrence of an event of default.

Put Indebtedness

“Put Indebtedness” means Indebtedness which is (i) payable or required to be purchased or redeemed by or on behalf of the underlying obligor, at the option of the owner thereof, prior to its stated maturity date, or (ii) payable or required to be purchased or redeemed from the owner by or on behalf of the underlying obligor (other than at the option of the owner) prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund or other than by reason of acceleration upon the occurrence of an event of default.

Qualified Provider

“Qualified Provider” means any financial institution or insurance company or corporation which is a party to a Financial Product Agreement if (i) the unsecured long-term debt obligations of such provider (or of the parent or a subsidiary of such provider if such parent or subsidiary guarantees or otherwise assures the performance of such provider under such Financial Product Agreement), or (ii) obligations secured or supported by a letter of credit, contract, guarantee, agreement, insurance policy or surety bond issued by such provider (or such guarantor or assuring parent or subsidiary), are rated in one of the three highest Rating Categories of a Rating Agency at the time of the execution and delivery of the Financial Product Agreement.

Rating Agency

“Rating Agency” means Fitch Inc., Moody’s Investors Service, Inc., S&P Global Ratings, and any other rating agency of national recognition then rating Master Indenture Obligations or Related Bonds.

Rating Category

“Rating Category” means a generic securities rating category, without regard to any refinement or gradation of such rating category by a numerical modifier, outlook or otherwise.

Related Bond Indenture

“Related Bond Indenture” means any indenture, bond resolution, trust agreement or other comparable instrument pursuant to which a series of Related Bonds are issued.

Related Bond Issuer

“Related Bond Issuer” means the Government Issuer of any issue of Related Bonds.

Related Bonds

“Related Bonds” means the revenue bonds, revenue anticipation certificates, notes or other obligations (including, without limitation, installment sale or lease obligations evidenced by certificates of participation) issued by any Government Issuer, the proceeds of which are loaned or otherwise made available to a Credit Group Member in consideration of the execution, authentication and delivery of a Master Indenture Obligation or Master Indenture Obligations to or for the order of such Government Issuer. Without limiting the foregoing, “Related Bonds” includes revenue bonds, revenue anticipation certificates, notes or other obligations (including, without limitation, installment sale or lease obligations evidenced by certificates of participation) issued by any Government Issuer, which are secured by the Existing Master Indenture Obligations.

Related Bond Trustee

“Related Bond Trustee” means the trustee and its successors in the trusts created under any Related Bond Indenture, and if there is no such trustee, means the Related Bond Issuer.

Related Supplement

“Related Supplement” means an indenture supplemental to, and authorized and executed pursuant to the terms of, this Master Indenture.

Replacement Master Indenture

“Replacement Master Indenture” means a master trust indenture entered into by a New Obligated Group and a master trustee that, *inter alia*, (i) provides that all Outstanding Master Indenture Obligations shall be deemed to be a note or obligation issued under and entitled to the security and benefits of such Replacement Master Indenture, without the necessity of any amendment, exchange or replacement of such obligation(s); or (ii) provides for the exchange or replacement of all Outstanding Master Indenture Obligations with notes or obligations issued under and entitled to the benefits of such Replacement Master Indenture.

Required Payment

“Required Payment” means any payment, whether at maturity, by acceleration, upon proceeding for redemption or otherwise, including without limitation, Financial Product Payments, Financial Product Extraordinary Payments and the purchase price of Related Bonds tendered or deemed tendered for purchase pursuant to the terms of a Related Bond Indenture, required to be made by any Obligated Group Member pursuant to any Related Supplement or any Master Indenture Obligation.

Responsible Officer

“Responsible Officer” means, with respect to the Master Trustee, any managing director, any vice president, any assistant vice president, any assistant secretary, any assistant treasurer or any other officer of the Master Trustee customarily performing functions similar to those performed by the persons above designated or to whom any corporate trust matter is referred because of such person’s knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Master Indenture.

Restricted Moneys

“Restricted Moneys” means the proceeds of any grant (including without limitation any governmental grant), gift, bequest, contribution or other donation (and, to the extent subject to the applicable restrictions, the investment income derived from the investment of such proceeds) specifically restricted by the donor or grantor to an object or purpose inconsistent with their use for the payment of Required Payments and having direct responsibility for the administration of this Master Indenture.

Short-Term Indebtedness

“Short-Term Indebtedness” means all (i) Indebtedness having an original maturity less than or equal to one year and not renewable at the option of a Credit Group Member for a term greater than one year from the date of original incurrence or issuance, or (ii) Indebtedness with a maturity greater than one year or renewable at the option of a Credit Group Member for a term greater than one year, if by the terms of such Indebtedness, such Indebtedness shall satisfy the requirements in Section 3.12(e) hereof. For purposes of this definition, (i) only the stated maturity of Indebtedness (and not any tender or put right of the holder of such Indebtedness) shall be taken into account in determining if such Indebtedness constitutes Short-Term Indebtedness hereunder and (ii) classification of Indebtedness as current or short-term under GAAP shall not be controlling. Interim Indebtedness shall not constitute Short-Term Indebtedness for any purpose under this Master Indenture.

SIFMA Swap Index

“SIFMA Swap Index” means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by the Securities Industry & Financial Markets Association (formerly the Bond Market Association) (“SIFMA”) or any Person acting in cooperation with or under the sponsorship of SIFMA or if such index is no longer available “SIFMA Swap Index” shall refer to an index selected by the Credit Group Representative, with the advice of an investment banking or financial services firm knowledgeable in health care matters.

State

“State” means the State of Georgia.

Subordinated Indebtedness

“Subordinated Indebtedness” means Long-Term Indebtedness specifically subordinated as to payment and security to the payment of all Required Payments and other obligations of the Credit Group Members under this Master Indenture.

Surviving Entity

“Surviving Entity” has the meaning set forth in Section 3.10.

Tax-Exempt Organization

“Tax Exempt Organization” means a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code and exempt from federal income taxes under Section 501(a) of the Code (other than the tax on unrelated business income under Section 511 of the Code), or corresponding provisions of federal income tax laws from time to time in effect.

Total Revenues

“Total Revenues” means, for the period of calculation in question, the sum of operating revenue (including net patient service revenue, premium revenue and other revenue and non-operating gains/(losses), but excluding realized and unrealized gains on investments), as shown on the Credit Group Financial Statements for the most recent Fiscal Year. Notwithstanding the foregoing, calculations relating to Total Revenues shall commence with the Fiscal Year ending September 30, 2025.

Transaction Test

“Transaction Test” means, with respect to any specified transaction, that (i) no Event of Default or Default then exists and (ii) if such transaction had occurred as of the first day of the first full Fiscal Year preceding such transaction for which Credit Group Financial Statements are available, the Credit Group would be able to satisfy the conditions for the issuance of \$1.00 of additional Long-Term Indebtedness set forth in Section 3.12(a) as of the date of such transaction.

UCC

“UCC” means the Uniform Commercial Code of the State, as amended from time to time, and to the extent that the operations of any Obligated Group Member are located outside of the State, then the Uniform Commercial Code of such jurisdiction.

Value

“Value,” when used with respect to Property, means the aggregate value of all such Property, with each component of such Property valued, at the option of the Credit Group Representative, at either its Fair Market Value or its Book Value.

Variable Rate Indebtedness

“Variable Rate Indebtedness” means any portion of Indebtedness the interest rate on which has not been established at a fixed or constant rate to maturity.

VBMC

“VBMC” means VBMC, Inc., a nonprofit corporation duly organized and existing under the laws of the State of Tennessee, or any corporation which is the surviving, resulting or transferee corporation in any merger, consolidation or transfer of assets permitted under this Master Indenture.

Section 1.02. Interpretation.

(a) Any reference herein to any officer of an Obligated Group Member shall include those succeeding to the functions, duties or responsibilities of such officer pursuant to or by operation of law or who are lawfully performing the functions of such officer.

(b) Unless the context otherwise indicates, words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The singular shall include the plural and vice versa.

(c) Headings of Articles and Sections herein and the table of contents hereto are solely for convenience of reference, and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

Section 1.03. References to Master Indenture. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, used in this Master Indenture refer to this Master Indenture.

Section 1.04. Contents of Certificates and Opinions. Any such Certificate or opinion made or given by an officer of a Credit Group Member or the Master Trustee may be based on such officer’s knowledge and, insofar as it relates to legal, accounting or health care matters, upon a Certificate or opinion or representation of counsel, an accountant or Independent Consultant unless such officer knows, or in the exercise of reasonable care should have known, that the Certificate, opinion or representation with respect to the matters upon which such Certificate or opinion may be based, as aforesaid, is erroneous. Any such Certificate, opinion or representation made or given by counsel, an accountant or an Independent Consultant, may be based, insofar as it relates to factual matters (with respect to which information is in the possession of any Credit Group Member) upon the Certificate or opinion of, or representation by an officer of any Credit Group Member unless such counsel, accountant or Independent Consultant knows that the Certificate, opinion of or representation by such officer, with respect to the factual matters upon which such Person’s Certificate or opinion may be based, is erroneous. The same officer of any Credit Group Member or the same counsel or accountant or Independent Consultant, as the case may be, need not certify as to all the matters required to be certified under any provision hereof, but different officers, counsel, accountants or Independent Consultants may certify as to different matters.

Section 1.05. Accounting Principles. Unless stated otherwise, where the character or amount of any asset or liability or item of income or expense is required to be determined or any consolidation, combination or other accounting computation is required to be made for the purposes of this Master Indenture or any agreement, document or certificate executed and delivered in connection with or pursuant to this Master Indenture, such determination or computation shall be done in accordance with GAAP in effect on, at the sole option of the Credit Group Representative, (i) the date such determination or computation is made for any purpose of this Master Indenture or (ii) the Effective Date if the Credit Group Representative delivers an Officer's Certificate to the Master Trustee describing why then current GAAP is inconsistent with the intent of the parties on the Effective Date; provided that the requirements set forth herein shall prevail if inconsistent with GAAP. In all cases, intercompany balances and liabilities among the Credit Group Members shall be disregarded. For avoidance of doubt, it is the intent of the parties on the Effective Date that any Operating Lease, as defined by the Financial Accounting Standards Board on the date of execution and delivery of this Master Indenture, and any renewal of such Operating Lease, shall be governed in accordance with GAAP in effect on the Effective Date and shall not be treated as the incurrence of Indebtedness or the disposition of Property, unless otherwise elected by the Credit Group Representative.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF MASTER INDENTURE OBLIGATIONS

Section 2.01. Authorization of Master Indenture Obligations. Each Obligated Group Member hereby authorizes to be issued from time to time Master Indenture Obligations or Series of Master Indenture Obligations, without limitation as to amount, except as provided herein or as may be limited by law, and subject to the terms, conditions and limitations established herein and in any Related Supplement. Each Obligated Group Member further acknowledges the existence of, and their obligations with respect to, the Existing Master Indenture Obligations.

Section 2.02. Issuance of Master Indenture Obligations. From time to time when authorized by this Master Indenture and subject to the terms, limitations and conditions established in this Master Indenture or in a Related Supplement, the Credit Group Representative may authorize the issuance of a Master Indenture Obligation or a Series of Master Indenture Obligations by entering into a Related Supplement. The Master Indenture Obligation or the Master Indenture Obligations of any such Series may be issued and delivered to the Master Trustee for authentication upon compliance with the provisions hereof and of any Related Supplement.

Each Related Supplement authorizing the issuance of a Master Indenture Obligation or a Series of Master Indenture Obligations shall specify the purposes for which such Master Indenture Obligation or Series of Master Indenture Obligations are being issued; the form, title, designation, manner of numbering or denominations, if applicable, of such Master Indenture Obligations; the date or dates of maturity or other final expiration of the term of such Master Indenture Obligations; the date of issuance of such Master Indenture Obligations; and any other provisions deemed advisable or necessary by the Credit Group Representative. Each Related Supplement authorizing the issuance of a Master Indenture Obligation shall also specify and determine (i) the principal amount of such Master Indenture Obligation (if any) for purposes of

calculating the percentage of Holders of Master Indenture Obligations required to take actions or give consents pursuant to this Master Indenture (which, if such Master Indenture Obligation does not evidence or secure Indebtedness, shall be equal to zero, except with respect to Article IV or any action which requires the consent of all of the Holders of Master Indenture Obligations), and (ii) whether, and to what extent and in what manner, the provider of a credit facility or other Person shall be deemed the Holder of the related Master Indenture Obligation pursuant to Section 8.04. The designation of zero as a principal amount of a Master Indenture Obligation shall not in any manner affect the obligation of the Members to make Required Payments with respect to such Master Indenture Obligation. Without limiting the foregoing, a Master Indenture Obligation may be issued for the purpose of securing Financial Product Payments, but any obligation to pay Financial Product Extraordinary Payments shall be subordinate to the payment of other non-subordinated payments on Master Indenture Obligations.

Each of the Existing Master Indenture Obligations shall be treated, for all purposes of this Master Indenture, as if it were a Master Indenture Obligation issued after the Effective Date and shall have the same rights under this Master Indenture in terms of voting, consents, or taking other actions as if it were issued under this Master Indenture for the same purpose for which it was originally issued.

Section 2.03. Appointment of Credit Group Representative. Each Obligated Group Member, by becoming an Obligated Group Member, hereby irrevocably appoints the Credit Group Representative as its agent and true and lawful attorney-in-fact and grants to the Credit Group Representative full and exclusive power on behalf of such Obligated Group Member: (i) to authorize, negotiate and determine and bind such Obligated Group Member to the terms of, and execute and deliver, Related Supplements authorizing the issuance of Master Indenture Obligations on behalf of such Obligated Group Member; (ii) as applicable, to negotiate and determine the terms of, approve, execute, deliver, perform, amend, waive provisions of, grant consents related to, extend and terminate: loan agreements, bond indentures, bond purchase agreements, agreements related to credit, liquidity or insurance, disclosures, continuing disclosure agreements, mortgages, deeds of trust, securities agreements, use agreements, guaranties, financing statements, and all such other agreements and instruments as are reasonably related to entering into and managing the specific transactions represented by such Related Supplements and/or Master Indenture Obligations; (iii) to negotiate and determine the terms of, approve, execute, deliver, perform, amend, waive provisions of, grant consents related to, extend and terminate certificates and other undertakings as are reasonably necessary or appropriate to enter into and managing the specific transactions represented by such Related Supplements and/or Master Indenture Obligations; (iv) to manage, oversee, direct, authorize, control, and implement all Outstanding Indebtedness and financial relationships related in any manner to such Indebtedness, including, but not limited to: Financial Products Agreements, credit support and liquidity facilities; related insurance products and policies; debt management policy setting and determinations such as the mix of fixed and variable debt and similar determinations; allocation, calculations, accounting for, collections from Obligated Group Members, and payment of debt service, discounts, premiums, costs of issuance and other costs and fees related to Indebtedness, including termination, amendment and similar fees; (v) to plan, authorize and implement conversions, refundings, defeasances and other debt management or modification activities; (vi) approve, execute and amend all waivers, consents or amendments to any document or agreement, directly or indirectly, related to one or more of the Master Indenture Obligations, this

Master Indenture and any Related Supplements, including but not limited to any of the types of documents or agreements mentioned in subsections (ii) and (iii) above and this subsection (vi); (vii) a Replacement Master Indenture in accordance with Section 7.03 hereof without further action by the Governing Body of the other Members of the Obligated Group and (viii) to direct agents and control, direct and manage third party relationships (such as trustees, issuing authorities, underwriters, advisors, dissemination agents, and counsel) related to Indebtedness and/or Master Indenture Obligations. The authority granted in this Section shall be and remain irrevocable until and unless any Obligated Group Member withdraws from the Obligated Group in accordance with the terms hereof.

Section 2.04. Execution and Authentication of Master Indenture Obligations.

(a) All Master Indenture Obligations (other than Existing Master Indenture Obligations) shall be executed by an Authorized Representative of the Credit Group Representative for and on behalf of the Credit Group as provided in the Related Supplement authorizing such Master Indenture Obligation. The signatures of such Authorized Representative may be mechanically or photographically reproduced on the Master Indenture Obligations. If any Authorized Representative whose signature appears on any Master Indenture Obligation ceases to be such Authorized Representative before delivery thereof, such signature shall remain valid and sufficient for all purposes as if such Authorized Representative had remained in office until such delivery. Each Master Indenture Obligation (other than Existing Master Indenture Obligations) shall be manually authenticated by an authorized signatory of the Master Trustee, and no Master Indenture Obligation shall be entitled to the benefits hereof without such authentication.

(b) The form of Certificate of Authentication to be printed on each Master Indenture Obligation (other than Existing Master Indenture Obligations) and manually executed by an authorized signatory of the Master Trustee shall be as follows:

[FORM OF MASTER TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

The undersigned Master Trustee hereby certifies that this Master Indenture Obligation No. ____ is one of the Master Indenture Obligations described in the within mentioned Master Indenture.

Dated: _____

[Name of Master Trustee],
as Master Trustee

By _____
Authorized Signatory

Section 2.05. Conditions to the Issuance of Master Indenture Obligations. The issuance, authentication and delivery of any Master Indenture Obligation or Series of Master Indenture Obligations after the Effective Date shall be subject to the following specific conditions:

(a) The Credit Group Representative and the Master Trustee shall have entered into a Related Supplement providing for the terms and conditions of such Master Indenture Obligations and the repayment thereof; and

(b) The Master Trustee receives an Officer's Certificate to the effect that:

(i) each Obligated Group Member is in full compliance with all warranties, covenants and agreements set forth in this Master Indenture and in any Related Supplement; and

(ii) neither an Event of Default nor any event which with the passage of time or the giving of notice or both would become an Event of Default has occurred and is continuing or would occur upon issuance of such Master Indenture Obligations under this Master Indenture or any Related Supplement; and

(iii) all requirements and conditions, if any, to the issuance of such Master Indenture Obligations set forth in the Related Supplement have been satisfied; and

(c) The Master Trustee receives an Opinion of Counsel, subject to customary qualifications and exceptions, to the effect that:

(i) such Master Indenture Obligations and Related Supplement have been duly authorized, executed and delivered by the Credit Group Representative on behalf of the Obligated Group and constitute valid and binding obligations of the Obligated Group, enforceable in accordance with their terms; and

(ii) such Master Indenture Obligations (or the placement thereof) are not subject to registration under federal securities laws and such Related Supplement is not subject to registration under the Trust Indenture Act of 1939, as amended (or that such registration, if required, has occurred);

(d) The Credit Group Representative shall have delivered or caused to be delivered to the Master Trustee such opinions, certificates, proceedings, instruments and other documents as the Master Trustee may (but is not obligated to) reasonably request; and

(e) If such Master Indenture Obligation constitutes or secures Indebtedness, the requirements of Section 3.12 are satisfied.

ARTICLE III

PAYMENTS WITH RESPECT TO MASTER INDENTURE OBLIGATIONS; DESIGNATED AFFILIATES; CREDIT GROUP COVENANTS

Section 3.01. Payment of Required Payments.

(a) Each Obligated Group Member jointly and severally covenants to promptly pay, or cause to be paid, all Required Payments at the place, on or before the dates and in the manner provided herein or in any Related Supplement or Master Indenture Obligation (including, without limitation, all Existing Master Indenture Obligations). Each Obligated Group Member acknowledges that the time of such payment and performance is of the essence of the Master Indenture Obligations hereunder. Each Obligated Group Member further covenants to faithfully observe and perform all of the conditions, covenants and requirements of this Master Indenture, any Related Supplement and any Master Indenture Obligation.

The obligation of each Obligated Group Member with respect to Required Payments shall not be abrogated, prejudiced or affected by:

(i) the granting of any extension, waiver or other concession given to any Obligated Group Member by the Master Trustee or any Holder or by any compromise, release, abandonment, variation, relinquishment or renewal of any of the rights of the Master Trustee or any Holder or anything done or omitted or neglected to be done by the Master Trustee or any Holder in exercise of the authority, power and discretion vested in them by this Master Indenture, or by any other dealing or thing which, but for this provision, might operate to abrogate, prejudice or affect such obligation; or

(ii) the liability of any other Obligated Group Member under this Master Indenture ceasing for any cause whatsoever, including the release of any other Obligated Group Member pursuant to the provisions of this Master Indenture or any Related Supplement; or

(iii) any Obligated Group Member's failing to become liable as, or losing eligibility to become, an Obligated Group Member with respect to a Master Indenture Obligation whether before or after the incurrence of a Master Indenture Obligation for the benefit of such Obligated Group Member; or

(iv) the validity or sufficiency (or any contest with respect thereto) of the consideration given to support the obligations of the Obligated Group Members under this Master Indenture.

Subject to the provisions of Section 3.04 hereof permitting withdrawal from the Obligated Group, the obligation of each Obligated Group Member to make Required Payments is a continuing obligation and is to remain in effect until all Required Payments have been paid or deemed paid in full in accordance with Article VII hereof. All moneys from time to time received by the Credit Group Representative or the Master Trustee to reduce liability on Master Indenture Obligations, whether from or on account of the Obligated Group Members or

otherwise, shall be regarded as payments in gross without any right on the part of any one or more of the Obligated Group Members to claim the benefit of any moneys so received until the whole of the amounts owing on Master Indenture Obligations has been paid or satisfied and so that in the event of any such Obligated Group Member's filing bankruptcy, the Credit Group Representative or the Master Trustee shall be entitled to prove up the total indebtedness or other liability on Master Indenture Obligations Outstanding as to which the liability of such Obligated Group Member has become fixed.

Each Master Indenture Obligation shall be a primary obligation of the Obligated Group Members and shall not be treated as ancillary to or collateral with any other obligation and shall be independent of any other security so that the covenants and agreements of each Obligated Group Member hereunder shall be enforceable without first having recourse to any such security or source of payment and without first taking any steps or proceedings against any other Person. The Credit Group Representative and the Master Trustee are each empowered to enforce each covenant and agreement of each Obligated Group Member hereunder and to enforce the making of Required Payments. Each Obligated Group Member hereby authorizes each of the Credit Group Representative and the Master Trustee to enforce or refrain from enforcing any covenant or agreement of the Obligated Group Members hereunder and to make any arrangement or compromise with any Obligated Group Member or Obligated Group Members as the Credit Group Representative or the Master Trustee may deem appropriate, consistent with this Master Indenture and any Related Supplement. Each Obligated Group Member hereby waives in favor of the Credit Group Representative and the Master Trustee all rights against the Credit Group Representative, the Master Trustee and any other Obligated Group Member, insofar as is necessary to give effect to any of the provisions of this Section.

Section 3.02. Transfers from Designated Affiliates. Each Controlling Member hereby covenants and agrees that it shall cause each of its Designated Affiliates to pay, loan or otherwise transfer to the Credit Group Representative such amounts as are necessary to enable the Obligated Group Members to comply with the provisions of this Master Indenture including without limitation the provisions of Section 3.01; provided, however, that nothing herein shall be construed to require any Controlling Member to cause its Designated Affiliate to pay, loan or otherwise transfer to the Credit Group Representative any amounts that constitute Restricted Moneys.

Section 3.03. Membership in Obligated Group. Additional Obligated Group Members may be added to the Obligated Group from time to time, provided that prior to such addition the Master Trustee receives:

(a) a copy of a resolution of the Governing Body of the proposed new Obligated Group Member which authorizes the execution and delivery of a Related Supplement and compliance with the terms of this Master Indenture; and

(b) a Related Supplement executed by the Credit Group Representative, the new Obligated Group Member and the Master Trustee pursuant to which the proposed new Obligated Group Member

(i) agrees to become an Obligated Group Member, and

(ii) agrees to be bound by the terms of this Master Indenture, the Related Supplements and the Master Indenture Obligations, and

(iii) irrevocably appoints the Credit Group Representative as its agent and attorney-in-fact and grants to the Credit Group Representative the requisite power and authority to execute Related Supplements authorizing the issuance of Master Indenture Obligations or Series of Master Indenture Obligations and to execute and deliver Master Indenture Obligations, and

(c) an Opinion of Counsel to the effect that (i) the proposed new Obligated Group Member has taken all necessary action to become an Obligated Group Member, and upon execution of the Related Supplement, such proposed new Obligated Group Member will be bound by the terms of this Master Indenture, (ii) the addition of such Obligated Group Member would not adversely affect the validity of any Master Indenture Obligation then Outstanding and (iii) the addition of such Obligated Group Member will not cause the Master Indenture or any Master Indenture Obligations then Outstanding to be subject to registration under federal securities laws or the Trust Indenture Act of 1939, as amended (or, that any such registration, if required, has occurred); and

(d) an Officer's Certificate to the effect that immediately after the addition of the proposed new Obligated Group Member, the Transaction Test would be satisfied; and

(e) so long as any Related Bonds that are tax-exempt obligations are Outstanding, an Opinion of Bond Counsel to the effect that the addition of the proposed new Obligated Group Member will not, in and of itself, result in the inclusion of interest on any Related Bonds in gross income for purposes of federal income taxation.

Section 3.04. Withdrawal from Obligated Group. Any Obligated Group Member may withdraw from the Obligated Group and be released from further liability or obligation under the provisions of this Master Indenture, or any Obligated Group Member may be redesignated as a Designated Affiliate, provided that prior to such withdrawal or redesignation the Master Trustee receives:

(a) an Officer's Certificate to the effect that the Credit Group Representative has approved the withdrawal of such Obligated Group Member (and, if applicable, redesignation of such Obligated Group Member as a Designated Affiliate);

(b) an Officer's Certificate to the effect that immediately following the withdrawal of such Obligated Group Member, the Transaction Test would be satisfied;

(c) an Officer's Certificate to the effect that immediately following such withdrawal, the remaining Obligated Group Members shall represent not less than 75% of the Total Revenues as shown on the Credit Group Financial Statements for the most recent Fiscal Year of the Obligated Group Members and Designated Affiliates immediately prior to such withdrawal;

(d) so long as any Related Bonds that are tax-exempt obligations are Outstanding, an Opinion of Bond Counsel to the effect that the withdrawal of the proposed new

Obligated Group Member will not, in and of itself, result in the inclusion of interest on any Related Bonds in gross income for purposes of federal income taxation; and

(e) an Opinion of Counsel to the effect that (i) the withdrawal (or redesignation) of such Obligated Group Member would not adversely affect the validity of any Master Indenture Obligation then Outstanding and (ii) the withdrawal (or redesignation) of such Obligated Group Member will not cause the Master Indenture or any Master Indenture Obligations then Outstanding to be subject to registration under federal securities laws or the Trust Indenture Act of 1939, as amended (or, that any such registration, if required, has occurred).

Upon compliance with the conditions contained in this Section 3.10, the Master Trustee shall execute any documents reasonably requested by the withdrawing Obligated Group Member to evidence the termination of such Obligated Group Member's obligations hereunder, under all Related Supplements and under all Master Indenture Obligations.

Section 3.05. Designation of Designated Affiliates.

(a) The Credit Group Representative, by resolution of its Governing Body, may from time to time designate Persons as Designated Affiliates. In connection with such designation, the Credit Group Representative shall designate for each Designated Affiliate an Obligated Group Member to serve as the Controlling Member for such Designated Affiliate. The Credit Group Representative shall at all times maintain an accurate and complete list of all Persons designated as Designated Affiliates (and of the Controlling Members for such Designated Affiliates). When, as and if the complement of Designated Affiliates changes, the Credit Group Representative shall file notice thereof with the Master Trustee (and any Related Bond Issuer that shall request such list in writing) within 30 days of such change.

(b) Each Controlling Member shall cause each of its Designated Affiliates to provide to the Credit Group Representative a resolution of its Governing Body accepting such Person's designation as a Designated Affiliate and acknowledging the provisions of this Master Indenture which apply to the Designated Affiliates. So long as such Person is designated as a Designated Affiliate, the Controlling Member of such Designated Affiliate shall either (i) maintain, directly or indirectly, control of such Designated Affiliate to the extent necessary to cause such Designated Affiliate to comply with the terms of this Master Indenture, whether through the ownership of voting securities, by contract, corporate membership, reserved powers or the power to appoint corporate members, trustees or directors, or otherwise or (ii) execute and have in effect such contracts or other agreements which the Credit Group Representative and the Controlling Member, in the judgment of their respective Governing Bodies, deem sufficient for the Controlling Member to cause such Designated Affiliate to comply with the terms of this Master Indenture.

(c) Each Controlling Member hereby covenants and agrees that it will cause each of its Designated Affiliates to comply with any and all directives of the Controlling Member given pursuant to the provisions of this Master Indenture.

(d) Any Person designated by the Credit Group Representative as a Designated Affiliate shall become a Designated Affiliate upon receipt by the Master Trustee of the following:

(i) a copy of a resolution of the Governing Body of Credit Group Representative designating such Person a Designated Affiliate; and

(ii) an Opinion of Counsel to the effect that the requirements of subsection (b) of this Section have been satisfied with respect to such Person; and

(iii) an Officer's Certificate to the effect that immediately after the addition of the proposed new Designated Affiliate, neither a Default nor an Event of Default would exist.

(e) Any Person may cease to be a Designated Affiliate (and thus not subject to the terms of this Master Indenture) provided that prior to such Person ceasing to be a Designated Affiliate the Master Trustee receives:

(i) a resolution of the Governing Body of the Credit Group Representative declaring such Person no longer a Designated Affiliate; and

(ii) an Officer's Certificate to the effect that immediately after such Person ceasing to be a Designated Affiliate, neither a Default nor an Event of Default would exist.

Section 3.06. Covenants of Corporate Existence, Maintenance of Properties, Etc. Each Obligated Group Member agrees, and each Controlling Member agrees to cause each of its Designated Affiliates:

(a) Except as otherwise expressly provided herein, to preserve its corporate or other legal existence and all its material rights and licenses to the extent necessary or desirable in the operation of its business and affairs and to be qualified to do business in each jurisdiction where its ownership of Property or the conduct of its business requires such qualification; provided, however, that nothing herein contained shall be construed to obligate it to retain or preserve any of its material rights or licenses no longer used or useful in the conduct of its business or affairs.

(b) At all times to cause its material Property, Plant and Equipment to be maintained, preserved and kept in good repair, working order and condition, reasonable wear and tear, condemnation and casualty excepted, and all needed and proper repairs, renewals and replacements thereof to be made; provided, however, that nothing contained in this subsection shall be construed to (i) prevent it from ceasing to operate any immaterial portion of its Property, Plant and Equipment, (ii) prevent it from ceasing to operate any material portion of its Property, Plant and Equipment if in its judgment it is advisable not to operate the same, and within a reasonable time endeavors to effect disposition of such material portion of its Property, Plant and Equipment, or (iii) obligate it to retain, preserve, repair, renew or replace any Property, Plant and Equipment no longer used or useful in the conduct of its business or which has been condemned or substantially damaged by casualty, whether or not insured.

(c) To procure and maintain all necessary licenses and permits necessary, in the judgment of its Governing Body, to the operation of its health care Property and the status of its health care Property (other than that not currently having such status or not having such status on the date a Person becomes a Member of the Credit Group) as providers of health care services eligible for payment under those third party payment programs which its Governing Body determines are appropriate; provided, however, that it need not comply with this subsection if and to the extent that its Governing Body shall have determined in good faith, evidenced by a resolution of the Governing Body, that such compliance is not in its best interests and that lack of such compliance would not materially impair its ability to pay its Indebtedness when due.

(d) Not take any action, including any action which would result in the alteration or loss of its status as a Tax Exempt Organization (if it is a Tax Exempt Organization), which, or fail to take any action which failure, in the Opinion of Bond Counsel, would adversely affect the exclusion of interest on any Related Bond from gross income for federal income tax purposes. The foregoing notwithstanding, any Member of the Credit Group that is a Tax-Exempt Organization may take actions which could result in the alteration or loss of its status as a Tax Exempt Organization if (i) prior thereto there is delivered to the Master Trustee an Opinion of Bond Counsel to the effect that such action (A) would not adversely affect the validity of any Related Bond, (B) would not adversely affect the exclusion of interest on any Related Bond from gross income for federal income tax purposes and (C) would not adversely affect the enforceability of this Master Indenture against any Member of the Credit Group and (ii) prior thereto there is delivered to the Master Trustee either (A) an Opinion of Counsel for such Member of the Credit Group to the effect that such actions would not subject any Related Bond or any Master Indenture Obligation then Outstanding to registration under the Securities Act of 1933, as amended, or require the qualification of any Related Bond Indenture, loan document or this Master Indenture or any Related Supplement under the Trust Indenture Act of 1939, as amended, or (B) an Opinion of Counsel that such Related Bond or Master Indenture Obligation has been so registered and such Related Bond Indenture, loan document or Master Indenture or Related Supplement has been so qualified.

Section 3.07. Gross Receivables Pledge.

(a) To secure their obligation to make Required Payments hereunder and their other obligations, agreements and covenants to be performed and observed hereunder, each Obligated Group Member hereby grants to the Master Trustee security interests in the Gross Receivables to the extent the same may be pledged and a security interest granted therein under the UCC. In order to further secure the Master Indenture Obligations, each Obligated Group Member pledges for the benefit of Holders all monies and securities held from time to time by the Master Trustee under this Master Indenture, including without limitation, monies and securities held in any fund or account established under this Master Indenture, subject to any requirement that such monies or securities be applied only to specific purposes or assigned particular preference or priority.

(b) This Master Indenture shall be deemed a “security agreement” for purposes of the UCC.

(c) The Master Trustee's security interest in the Gross Receivables shall be perfected, to the extent that such security interest may be so perfected, by the filing of financing statements which comply with the requirements of the UCC. Each Obligated Group Member shall execute and cause to be filed, in accordance with the requirements of the UCC, financing statements; and, from time to time thereafter, agrees to execute and deliver such other documents (including, but not limited to, continuation statements as required by the UCC) as may be necessary or reasonably requested by the Master Trustee in order to perfect or maintain perfected such security interests or give public notice thereof.

(d) Upon written request from the Credit Group Representative, the Master Trustee shall take all procedural steps necessary to effect the subordination of its security interest in the Gross Receivables granted herein to security interests constituting Permitted Liens.

(e) Each Obligated Group Member shall notify the Master Trustee of any change of name and change of address of its chief executive office to enable a new appropriate financing statement or an amendment to be filed in accordance with the requirements of the UCC, in order to maintain the perfected security interest granted herein.

Section 3.08. Limitation on Encumbrances.

(a) Each Obligated Group Member agrees that it will not, and each Controlling Member covenants that it will not permit any of its Designated Affiliates to, create or suffer to be created or permit the existence of any Lien upon Property, other than Excluded Property, now owned or hereafter acquired by it other than Permitted Liens. Each Obligated Group Member, respectively, further covenants and agrees that if such a Lien (other than a Permitted Lien) is nonetheless created by someone other than an Obligated Group Member or Designated Affiliate and is assumed by any Obligated Group Member or Designated Affiliate, the Credit Group Representative will make or cause to be made effective a provision whereby all Master Indenture Obligations will be secured prior to any such Indebtedness or other obligation secured by such Lien. Each Obligated Group Member further agrees that it will not, and each Controlling Member covenants that it will not permit any of its Designated Affiliates to, create or suffer to be created, or permit the existence of, any Lien upon Property now owned or hereafter acquired by it to secure the payment of any Master Indenture Obligation other than pursuant to the following clauses in the definition of Permitted Liens:

- (i) clause (d), relating to liens on Property securing all Master Indenture Obligations,
- (ii) clause (g), relating to escrow or reserve funds,
- (iii) clause (h), relating to liens on the proceeds of Indebtedness,
- (iv) clause (v), relating to liens to secure Financial Product Agreements, and

(v) clause (x) relating to liens in favor of banking or other depository institutions arising as a matter of law encumbering the deposits of any Member held in the ordinary course of business by such banking institution.

(b) Upon written request of the Credit Group Representative, the Master Trustee shall execute and deliver such releases, subordinations, requests for reconveyance, termination statements or other instruments as may be reasonably requested by the Credit Group Representative in connection with (1) any Disposition in accordance with the provisions of Section 3.11 and the applicable provisions of any Related Supplement, (2) the withdrawal of a Member pursuant to Section 3.04 and the applicable provisions of any Related Supplement, (3) the granting by a Credit Group Member of any Lien which constitutes a Permitted Lien hereunder, as certified to the Master Trustee in writing by the Credit Group Representative, and (4) any Lien on Excluded Property.

Section 3.09. Debt Service Coverage.

(a) Each Obligated Group Member agrees to manage its business such that the Historical Debt Service Coverage Ratio, calculated at the end of each Fiscal Year, commencing with the Fiscal Year ending September 30, 2026, will not be less than 1.10:1.0.

(b) If for any Fiscal Year the Income Available for Debt Service is not sufficient to satisfy subsection (a) hereof, the Credit Group Representative covenants to retain within six months of the filing of the financial statements an Independent Consultant to make recommendations to increase Income Available for Debt Service in the first Fiscal Year following the Fiscal Year in which such insufficiency occurred to the level required or, if in the opinion of the Independent Consultant the attainment of such level is impracticable, to the highest level attainable. Notwithstanding the foregoing, if such failure to maintain a Historical Debt Service Coverage Ratio of 1.10:1.0 is a direct or indirect result of a Force Majeure Event, as determined in the sole discretion of the Credit Group Representative, then (i) the Credit Group Representative shall not be required to retain an Independent Consultant for the purposes described in the immediately preceding sentence; and (ii) the Credit Group Representative shall deliver within six months of the filing of the financial statements an Officer's Certificate to the Master Trustee stating the nature of the Force Majeure Event. The Credit Group Representative agrees to transmit a copy of the recommendations or opinion of the Independent Consultant to the Master Trustee within 20 days of the receipt. Each Obligated Group Member shall, promptly upon its receipt of such recommendations, subject to applicable requirements or restrictions imposed by law and to a good faith determination by the Governing Body of the Credit Group Representative that such recommendations are in the best interest of the Obligated Group, take such action as shall be in substantial conformity with such recommendations.

(c) If the Obligated Group retains and substantially complies with the recommendations of the Independent Consultant, the Obligated Group will be deemed to have complied with the covenants set forth in this Section for such Fiscal Year, notwithstanding that Historical Debt Service Coverage Ratio shall be less than 1.10:1.0. Notwithstanding the foregoing, the Obligated Group Members shall not be excused from taking any action or performing any duty required under this Master Indenture, and no other Event of Default shall be waived by the operation of the provisions of this subsection (c).

(d) Notwithstanding anything herein to the contrary, the Obligated Group will be deemed to have complied with the covenants set forth in this Section for such Fiscal Year, notwithstanding that Historical Debt Service Coverage Ratio shall be less than 1.10:1.0, so long as the Credit Group Representative shall deliver an Officer's Certificate to the Master Trustee demonstrating at least 150 Days Cash on Hand. Notwithstanding the foregoing, the Obligated Group Members shall not be excused from taking any action or performing any duty required under this Master Indenture, and no other Event of Default shall be waived by the operation of the provisions of this subsection (d).

(e) If a report of an Independent Consultant is delivered to the Master Trustee and the Related Bond Issuers that states that Government or Industry Restrictions have been imposed which make it impossible or impractical for the Income Available for Debt Service to satisfy the requirement of subsection (a) hereof, then the required Historical Debt Service Coverage Ratio shall be reduced to the maximum coverage permitted by, or reasonably attainable under, such Government or Industry Restrictions.

(f) Notwithstanding the foregoing, an Obligated Group Member may permit the rendering of services or the use of its Property without charge or at reduced charges, at the discretion of the Governing Body of such Obligated Group Member, to the extent necessary to comply with applicable law, or for maintaining its tax-exempt status or the tax-exempt status of its Property, Plant and Equipment or its eligibility for grants, loans, subsidies or payments from governmental entities, or in compliance with any recommendation for free services that may be made by an Independent Consultant.

Section 3.10. Merger, Consolidation, Sale or Conveyance. Each Obligated Group Member covenants that it will not merge or consolidate with any other Person that is not an Obligated Group Member or sell or convey all or substantially all of its assets to any Person that is not an Obligated Group Member (a "Merger Transaction") unless:

(a) After giving effect to the Merger Transaction,

(i) the successor or surviving entity (hereinafter, the "Surviving Entity") is an Obligated Group Member, or

(ii) the Surviving Entity shall

(A) be a corporation or other entity organized and existing under the laws of the United States of America or any state thereof, and

(B) become an Obligated Group Member pursuant to Section 3.03 and, pursuant to the Related Supplement required by Section 3.09(b), shall expressly assume in writing the due and punctual payment of all Required Payments of the disappearing Obligated Group Member hereunder;

(b) The Master Trustee receives an Officer's Certificate to the effect that the Transaction Test is satisfied in connection with the Merger Transaction;

(c) So long as any Related Bonds that are tax-exempt obligations are Outstanding, the Master Trustee receives an Opinion of Bond Counsel to the effect that, under the existing law, the consummation of the Merger Transaction, in and of itself, would not result in the inclusion of interest on such Related Bonds in gross income for federal income tax purposes;

(d) The Master Trustee receives an Opinion of Counsel to the effect that (i) all conditions in this Section 3.10 relating to the Merger Transaction have been complied with and the Master Trustee is authorized to join in the execution of any instrument required to be executed and delivered; (ii) the Surviving Entity meets the conditions set forth in this Section 3.10 and all Master Indenture Obligations then Outstanding; (iii) the Merger Transaction will not adversely affect the validity of any Master Indenture Obligations then Outstanding and such Master Indenture Obligations then Outstanding are enforceable against the Surviving Entity in accordance with their respective terms; and (iv) the Merger Transaction will not cause the Master Indenture or any Master Indenture Obligations then Outstanding to be subject to registration under federal securities laws or the Trust Indenture Act of 1939, as amended (or, that any such registration, if required, has occurred); and

(e) The Surviving Entity shall be substituted for its predecessor in interest in all Master Indenture Obligations and agreements then in effect which affect or relate to any Master Indenture Obligation, and the Surviving Entity shall execute and deliver to the Master Trustee appropriate documents in order to effect the substitution.

From and after the effective date of such substitution (as set forth in the above-mentioned documents), the Surviving Entity shall be treated as an Obligated Group Member and shall thereafter have the right to participate in transactions hereunder relating to Master Indenture Obligations to the same extent as the other Obligated Group Members. All Master Indenture Obligations issued hereunder on behalf of a Surviving Entity shall have the same legal rank and benefit under this Master Indenture as Master Indenture Obligations issued on behalf of any other Obligated Group Member.

Section 3.11. Limitation on Disposition of Assets.

(a) Each Obligated Group Member covenants that it will not, and each Controlling Member covenants that it will not permit its Designated Affiliates to, voluntarily sell, lease or otherwise make a Disposition of any part of its Property in any Fiscal Year unless one of the following conditions is satisfied:

(i) Such Disposition is in the ordinary course of business or in compliance with the requirements imposed on any asset upon its acquisition (such as in the case of a split interest trust asset); or

(ii) In the case of Obligated Group Members, such Disposition is part of a disposition of all or substantially all of its assets as permitted by Section 3.10; or

(iii) Such Disposition in any single Fiscal Year, in the aggregate, is of Property with a net Book Value of 15% or less of the Value of the Property of the Credit Group; or

(iv) Such Disposition in any single Fiscal Year, in the aggregate, is of Property with a net Book Value in excess of 15% of the Value of the Property of the Credit Group, and at the end of such Fiscal Year the Credit Group Representative provides an Officer's Certificate to the Master Trustee that one of the following conditions applies to such Property:

(A) such Property is inadequate, obsolete, unsuitable, undesirable or unnecessary for the operation and function of the primary business of the Credit Group Members; or

(B) the Disposition is for Fair Market Value and such disposition will not impair the structural soundness or operational utility of the remaining Property and does not materially adversely affect the operations of the Credit Group; or

(C) such Property is being transferred to a Person who is not an Obligated Group Member if such Person shall become an Obligated Group Member pursuant to Section 3.04 coincidental to such transfer; or

(D) such Property is being transferred to a Government Issuer solely to accommodate a sale or lease transaction as described in the definition of "Related Bonds"; or

(E) the Transaction Test would be, taking into consideration the effect of such disposition, satisfied; or

(v) Such Disposition is a loan, including without limitation, an employee relocation loan, a physician or researcher recruitment loan or income guaranty or other credit/funding extension, provided that such loans or other credit/funding extensions are in writing and either (i) are in furtherance of the exempt purposes of any of the Credit Group Members, or (ii) the Credit Group Members reasonably expect such loans to be repaid and such loans bear interest at a reasonable rate of interest and on commercially reasonable terms; or

(vi) Such Disposition is a transfer of Restricted Moneys to an Affiliate which has the purpose to receive and disburse such Restricted Moneys.

(b) Notwithstanding the foregoing, nothing shall prohibit any Disposition among Credit Group Members and nothing shall prohibit the Credit Group Members from making loans, including, without limitation, employee relocation loans, physician recruitment loans or other credit or funding extensions, provided that such loans or other credit or funding extensions are in writing and the Master Trustee receives an Officer's Certificate to the effect that (x) such loans are in furtherance of the exempt purposes of the Credit Group Members or (y) the Credit Group Members reasonably expect such loans to be repaid and such loans bear interest at a reasonable rate of interest and on commercially reasonable terms;

Section 3.12. Limitation on Indebtedness. Each Obligated Group Member covenants that it will not, and each Controlling Member covenants that it will not permit its Designated Affiliates to, incur any Indebtedness except that the Obligated Group Members and Designated Affiliates may incur the following Indebtedness:

(a) Long-Term Indebtedness, if prior to the date of incurrence of the Long-Term Indebtedness there is delivered to the Master Trustee:

(i) an Officer's Certificate to the effect that the MADS Debt Service Coverage Ratio for the most recent Fiscal Year for which Credit Group Financial Statements are available with respect to all Long-Term Indebtedness then Outstanding at the time of such certification and the additional Long-Term Indebtedness to be incurred, but excluding any Long-Term Indebtedness to be refunded with the proceeds of such additional Long-Term Indebtedness to be incurred, was not less than 1.2:1.0; or

(ii) an Officer's Certificate to the effect that the total principal amount of all Long-Term Indebtedness then Outstanding at the time of such certification, including the principal amount of additional Long-Term Indebtedness to be incurred on a pro forma basis, but excluding the principal amount of any Long-Term Indebtedness to be refunded with the proceeds of said additional Long-Term Indebtedness to be incurred, does not exceed 5% of Total Revenues for the most recent Fiscal Year for which Credit Group Financial Statements are available; or

(iii) (A) an Officer's Certificate to the effect that the MADS Debt Service Coverage Ratio for the most recent Fiscal Year (excluding the additional Long-Term Indebtedness to be incurred) was not less than 1.2:1.0 and (B) the report of an Independent Consultant (or, in lieu thereof, an Officer's Certificate if the MADS Debt Service Coverage Ratio is projected to be not less than 1.5:1.0 for each such Fiscal Year) to the effect that the MADS Debt Service Coverage Ratio for each of the two Fiscal Years beginning with the Fiscal Year commencing after the estimated completion of the facilities to be financed by the Indebtedness to be incurred with respect to all Long-Term Indebtedness projected to be outstanding (including the additional Long-Term Indebtedness to be incurred but excluding any Long-Term Indebtedness to be refunded with the proceeds of said additional Long-Term Indebtedness to be incurred), is projected to be not less than 1.2:1.0. Notwithstanding the foregoing, if the Master Trustee receives a report of an Independent Consultant to the effect that Government or Industry Restrictions prevent the Credit Group Members from generating the required levels of Income Available for Debt Service sufficient to result in MADS Debt Service Coverage Ratios at least equal to those required by this subsection (a)(iii), the ratio requirements described in this subsection (a)(iii) shall be reduced to the highest ratios that, in the opinion of the Independent Consultant, are reasonably obtainable under such Government or Industry Restrictions, but in no event less than a ratio of 1.0:1.0.

(b) Completion Indebtedness, without limitation.

(c) Long-Term Indebtedness for the purpose of refunding (whether in advance or otherwise) any outstanding Long-Term Indebtedness, without limitation.

(d) Short-Term Indebtedness which constitutes commercial paper if the conditions described in subsection (a) are met with respect to such Short-Term Indebtedness when it is assumed that such Short-Term Indebtedness is Long-Term Indebtedness maturing over 30 years from the date of issuance of the Short-Term Indebtedness, bears interest on the unpaid principal balance at the Projected Rate and is payable on a level annual debt service basis over a 30 year period.

(e) Short-Term Indebtedness (other than Short-Term Indebtedness incurred in accordance with subsection (d) hereof) provided that:

(A) the total amount of such Short-Term Indebtedness, together with the aggregate principal amount of Indebtedness incurred pursuant to subsection (f) of this Section 3.12, shall not exceed 30% of Total Revenues; and

(B) In every Fiscal Year, there shall be at least a consecutive 20 day period when the balances of such Short-Term Indebtedness (excluding Short-Term Indebtedness consisting of commercial paper which is intended to be refinanced with additional commercial paper) is reduced to an amount which shall not exceed five percent of Total Revenues.

(f) Nonrecourse Indebtedness, without limitation.

(g) Subordinated Indebtedness, without limitation.

(h) Any other Indebtedness, if an Officer's Certificate is delivered to the Master Trustee stating that the aggregate principal amount of such Indebtedness, together with the aggregate principal amount of Indebtedness incurred pursuant to the provisions of this Section 3.12, does not, as of the date of incurrence, exceed 30% of Total Revenues.

(i) Reimbursement or other repayment obligations under reimbursement agreements or similar agreements relating to credit facilities and/or liquidity facilities which provide credit support and/or liquidity for Indebtedness or Financial Products Agreements.

(j) Indebtedness consisting of accounts payable incurred in the ordinary course of business or other Indebtedness not incurred or assumed primarily to assure the repayment of money borrowed or credit extended which Indebtedness is incurred in the ordinary course of business, without limit.

(k) Indebtedness incurred in connection with a sale of accounts receivable with or without recourse by any Member consisting of an obligation to repurchase all or a portion of such accounts receivable upon certain conditions; provided, however, that the principal amount of such Indebtedness permitted hereby shall not exceed the aggregate amount of such accounts receivable so sold by such Member; and provided, further, that any Liens created as a result of such a sale must be Permitted Liens.

Section 3.13. Filing of Financial Statements, Certificate of No Default, Other Information.

(a) Each Obligated Group Member covenants that it will keep, and each Controlling Member covenants that it will cause its Designated Affiliates to keep, adequate records and books of accounts in which complete and correct entries shall be made (said books shall be subject to the inspection of the Master Trustee during regular business hours after reasonable notice and under reasonable circumstances, provided the Master Trustee shall have no duty to so inspect).

(b) The Credit Group Representative covenants and agrees that it will furnish to the Master Trustee and any Related Bond Issuer that shall request the same in writing:

(i) As soon as practicable, but in no event more than 150 days after the last day of each Fiscal Year beginning with the Fiscal Year ending on September 30, 2025, one or more financial statements which, in the aggregate, shall include the Material Credit Group Members. Such financial statements:

(1) may consist of (1) consolidated or combined financial results including one or more Credit Group Members and one or more other Persons required to be consolidated or combined with such Credit Group Member(s) under GAAP or (2) special purpose financial statements including only Credit Group Members;

(2) shall be audited by an Accountant as having been prepared in accordance with GAAP (except, in the case of special purpose financial statements, for required consolidations);

(3) shall include a consolidated or combined statement of financial position (balance sheet) and statement of activities (statement of operations); and

(4) if more than one financial statement is delivered to the Master Trustee pursuant to this subsection (b)(i), or if a single financial statement is delivered that includes Persons other than Credit Group Members and Immaterial Affiliates, each such financial statement shall contain, as “other financial information,” a combining or consolidating schedule from which financial information solely relating to the Credit Group Members and Immaterial Affiliates may be derived.

(ii) (1) If a single financial statement containing information solely related to the Credit Group Members (which may, but need not, include any Immaterial Affiliates) is delivered pursuant to clause (b)(i) above, such financial statement shall constitute the “Credit Group Financial Statements.”

(2) If a single financial statement containing information related solely to the Credit Group Members and, at the option of the Credit Group Representative, any Immaterial Affiliates is not delivered pursuant to clause (b)(i) above, the Credit Group Representative shall prepare an unaudited balance sheet

and statement of operations for such Fiscal Year. The unaudited financial statements shall be prepared as soon as practicable, but in no event more than 150 days after the last day of each Fiscal Year beginning with the Fiscal Year ending on September 30, 2025, and shall be based on the accompanying unaudited combining or consolidating schedules delivered with the audited financial statements described in clause (b)(i)(4) above. The unaudited financial statements prepared in accordance with this clause (ii)(2) shall be the “Credit Group Financial Statements.”

(3) The Credit Group Financial Statements:

(a) shall include all Material Credit Group Members;

(b) at the option of the Credit Group Representative, may, but need not, include one or more Immaterial Affiliates as provided in subsection (c) below;

(c) at the option of the Credit Group Representative, may exclude one or more Credit Group Members that are not Material Credit Group Members; and

(d) shall exclude all combined or consolidated entities that are neither Credit Group Members nor Immaterial Affiliates.

(c) At the time of the delivery of the Credit Group Financial Statements, a certificate of the chief financial officer, treasurer or similar position of the Credit Group Representative, stating that no event which constitutes an Event of Default has occurred and is continuing as of the end of such Fiscal Year, or specifying the nature of such event and the actions taken and proposed to be taken by the Members to cure such Event of Default.

(d) Notwithstanding the foregoing, the results of operation and financial position of Immaterial Affiliates need not be excluded from financial statements delivered to the Master Trustee pursuant to this Section, and such results of operation and financial position may be considered as if they were a portion of the results of operation and financial position of the Credit Group Members for all purposes of this Master Indenture, including with respect to computing or calculating the covenants and ratios contained herein, and other quantitative financial tests or provisions, notwithstanding the inclusion of the results of operation and financial position of such Immaterial Affiliates. The Master Trustee shall have no duty to review, verify or analyze such financial statements and shall hold such financial statements solely as a repository for the benefit of the Holders. The Master Trustee shall not be deemed to have notice of any information contained in such financial statements or event of default which may be disclosed therein in any manner.

Section 3.14. Insurance.

(a) Required Insurance Coverage. Each Member of the Obligated Group shall, and each Controlling Member covenants to cause each of its Designated Affiliates to, maintain or cause to be maintained at its sole cost and expense, insurance (which may be self-

insurance) with respect to its Property, the operation thereof and its business against such casualties, contingencies and risks (including but not limited to public liability and employee dishonesty) and in amounts not less than is customary in the case of corporations engaged in the same or similar activities and similarly situated and as it determines, in good faith, to be adequate to protect its Property and operations.

(b) Self-Insurance. In lieu of maintaining the insurance policies required by subsection (a) of this Section, each Obligated Group Member and Designated Affiliate may self-insure any of the required coverage (or a portion thereof) consistent with proper management and insurance practices.

Section 3.15. Calculation of Debt Service and Debt Service Coverage.

The following provisions shall govern the calculation of the Debt Service Requirements on Indebtedness.

(a) Balloon Indebtedness. Indebtedness containing a “put” or “tender” provision pursuant to which the holder of such Indebtedness may require that such Indebtedness be purchased prior to its maturity shall not be considered Balloon Indebtedness, solely by reason of such “put” or “tender” provision. The Debt Service Requirement on Balloon Indebtedness for each Fiscal Year, including any Fiscal Year in which 20% or more of the principal amount of the Balloon Indebtedness is due (a “balloon payment year,” with the principal amount payable in any balloon payment year being referred to as a “balloon payment”), may be determined in accordance with the repayment terms of the Balloon Indebtedness or as otherwise permitted in subparagraphs (i), (ii) or (iii) below:

(i) The Debt Service Requirement on the balloon payment or portion thereof may be deemed equal to the estimated Debt Service Requirements on an equal amount of Long-Term Indebtedness (other than Balloon Indebtedness) payable on such basis as determined by the Credit Group Representative in a certificate delivered to the Master Trustee, over a term not to exceed thirty (30) years (or, if later, the stated maturity date of such Balloon Indebtedness) from the date of such calculation, at the Bond Index.

(ii) Determinations of the Debt Service Requirements on Balloon Indebtedness may be based on the terms of a credit facility under which funds are available for the payment of all or a portion of a balloon payment. If the credit facility is scheduled to expire prior to the date the balloon payment is due and is not renewed or replaced prior to the scheduled expiration date, the credit facility shall require the amount available thereunder to be drawn down prior to its expiration and immediately applied to the payment of the balloon payment. If that condition is met, or if the credit facility is scheduled to expire after the balloon payment is due, the Debt Service Requirements on the Balloon Indebtedness may be calculated as follows: (A) it shall be assumed that the funds available under the credit facility are drawn down on a date (the “assumed drawdown date”) which is the earlier of the first day of the balloon payment year in respect of which the credit facility is issued or the expiration date of the credit facility; (B) the Debt Service Requirements on the Balloon Indebtedness for each Fiscal Year (or portion thereof) prior to the assumed drawdown date shall be the actual Debt Service

Requirements thereon for such period; and (C) the Debt Service Requirements on the Balloon Indebtedness for each Fiscal Year (or portion thereof) after the assumed drawdown date shall be deemed equal to the sum of the principal and interest payable during such period pursuant to the credit facility and the actual Debt Service Requirements payable during such period in respect of any portion of the Balloon Indebtedness for which funds are not available under the credit facility.

(iii) Determination of Debt Service Requirement on Balloon Indebtedness may be based upon an established sinking fund for the payment of all or a portion of any balloon payment to become due in respect of the Balloon Indebtedness, which sinking fund may be held by the holders of the Balloon Indebtedness (or a trustee or paying agent acting on their behalf) or may be held by a Member separate and apart from all other funds of such Member. For the purposes of determining the Debt Service Requirements on the Balloon Indebtedness, the Credit Group Representative shall deliver to the Master Trustee a schedule of deposits to be made into the sinking fund for the purpose of paying all or a portion of the balloon payment, together with a resolution of the Governing Body of the applicable Member of the Credit Group approving the establishment of the sinking fund and the schedule of deposits to be made therein. The balloon payment (or portion thereof for which the sinking fund is established) shall be deemed payable in accordance with the schedule of deposits, except that any deposit (or portion thereof) which is not made when due shall (until made) be deemed payable in the balloon payment year. All other Debt Service Requirements on the Balloon Indebtedness shall be determined in accordance with the repayment terms of such Indebtedness.

(b) Put Indebtedness. For the purposes of determining the Debt Service Requirements in any Fiscal Year on any Put Indebtedness, the Debt Service Requirements shall be calculated (i) assuming none of such Put Indebtedness is tendered, (ii) during the period commencing on the date of issuance through the Put Date, using the actual debt service payable on such Put Indebtedness, where such Put Indebtedness bears interest at a variable rate, calculating interest on such Put Indebtedness pursuant to subsection 3.15(c), and (iii) after the Put Date, assuming level debt service over the period commencing on the Put Date and ending on the date that is 30 years from such calculation and using the Bond Index.

(c) Variable Rate Indebtedness. For the purpose of determining the Debt Service Requirements on any Variable Rate Indebtedness, the interest shall be calculated as follows:

(i) Any Variable Rate Indebtedness that has been outstanding less than twelve (12) months shall be deemed to bear interest at the Bond Index as determined by the Credit Group Representative.

(ii) Any Variable Rate Indebtedness that has been outstanding for at least twelve (12) months, shall be deemed to bear interest at a rate equal to the weighted average rate for the 12-month period ending on the date of calculation or on the latest practicable date prior to such calculation.

(iii) If an Obligated Group Member has entered into a Financial Product Agreement with respect to the Variable Rate Indebtedness, under which the Member

makes fixed rate payments in exchange for a counterparty making variable rate payments, the Variable Rate Indebtedness shall be assumed to bear interest at the fixed rate of interest simulated by the hedge arrangement, in lieu of the rate determined under subparagraph 3.15(c)(i) or 3.15(c)(ii).

(d) Financial Product Agreements. The obligations of a Member of the Credit Group to make payment under a Financial Product Agreement shall not constitute Indebtedness. If any Member of the Credit Group has entered into a Financial Product Agreement for the purpose of hedging or modifying the interest cost on Indebtedness, then during the term of the Financial Product Agreement and so long as the provider under the Financial Product Agreement is not in default, net amounts owed by such Member may be included in the calculation of Debt Service Requirements with respect to such hedged Indebtedness or as a credit thereto if such net amounts are due to the Member, exclusive of any amounts due upon early termination of a Financial Product Agreement.

(e) Guaranties. When calculating the principal and the Debt Service Requirements attributable to a Guaranty, including the Debt Service Requirements of any Master Indenture Obligation issued to evidence or secure a Guaranty:

(i) The principal amount and Debt Service Requirements on such Indebtedness shall be deemed to be:

(A) 0% of the principal amount and debt service requirements (calculated in the same manner as Debt Service Requirements) on the guaranteed obligation, if a Member of the Credit Group has not been called upon to make a payment under the Guaranty within the twelve (12) months immediately preceding the date of the calculation; or

(B) 100% of the principal amount and debt service requirements (calculated in the same manner as Debt Service Requirements) on the guaranteed obligation, if a Member of the Credit Group has been called upon to make a payment under the Guaranty within the twelve (12) months immediately preceding the date of the calculation.

(f) Permitted Debt Amortization. At the time of computation, the Credit Group Representative may compute the Debt Service Requirements for Long-Term Indebtedness and Guaranties for any period as described below:

(i) In the case of any Long-Term Indebtedness, the amount of principal and interest payable during a Fiscal Year on such Long-Term Indebtedness on a historical basis shall be determined assuming (A) that the principal balance of such Long-Term Indebtedness (after adjustment of Guaranties as provided in paragraph (iii)) for such Fiscal Year was refinanced at the beginning of such Fiscal Year, (B) that such principal balance will be payable over a term of thirty (30) years commencing as of the beginning of such Fiscal Year, (C) that such principal balance bears interest at the Bond Index, and (D) the debt service on such Long-Term Indebtedness is payable in equal annual installments sufficient to pay both principal and interest over such term of 30 years;

(ii) In the case of any Long-Term Indebtedness, the amount of principal and interest payable during each Fiscal Year on such Long-Term Indebtedness in periods after the date of determination shall be projected assuming (A) that the principal balance of such Long-Term Indebtedness (after adjustment of Guaranties as provided in paragraph (iii)) on the date of determination will be refinanced, (B) that such principal balance will be payable over a term of thirty (30) years from the date of determination, (C) that such principal balance will bear interest at the Bond Index, and (D) the debt service on such Long-Term Indebtedness will be payable in equal annual installments sufficient to pay both principal and interest over such term of 30 years; and

(iii) In the case of any Guaranty, the principal of (and premium, if any) and interest and other debt service charges on the debt that is guaranteed for the period of time for which Debt Service Requirements are calculated shall be weighted in the calculation of debt amortization requirements as provided in Section 3.15(e) with respect to such Guaranty.

(g) Finance Leases. The principal amount of Indebtedness in the form of a Finance Lease shall be deemed to be the amount, as of the date of determination, at which the aggregate Capitalized Rentals due and to become due under such Finance Lease would be reflected as a liability on the balance sheet of the lessee, and the Debt Service Requirements on a Finance Lease for the period of time for which calculated shall be deemed to be the aggregate amount of Net Rentals to be payable under such Finance Lease during such period. Capitalized Rentals for any future period under any so called “percentage lease” shall be computed on the basis of the amount reasonably estimated to be payable thereunder for such period, but in any event not less than the amount paid or payable thereunder during the immediately preceding period of the same duration as such future period; provided that the amount estimated to be payable under any such percentage lease shall in all cases recognize any change in the applicable percentage called for by the terms of such lease.

(h) Provisions Not Mutually Exclusive. The provisions of this Section 3.15 are not and shall not be deemed to be mutually exclusive. If two or more of the foregoing provisions are applicable to any particular Long-Term Indebtedness, each such provision shall be applied, as and to the extent appropriate. The foregoing shall also apply to any calculation of the Debt Service Requirement on any Indebtedness of a similar nature which is guaranteed by a Member.

(i) Indebtedness Not to be Counted More Than Once. When more than one obligation or instrument evidences the same Indebtedness, that Indebtedness shall not be counted more than once. By way of illustration and not limitation of that rule, a Member may be obligated to pay the same Indebtedness under a lease or loan agreement for Related Bonds, an Master Indenture Obligation issued under a Related Supplement, and a reimbursement obligation under a credit facility for the Related Bonds; only the Master Indenture Obligation shall be counted as Indebtedness.

ARTICLE IV

DEFAULTS

Section 4.01. Events of Default. Each of the following events shall be an Event of Default hereunder:

(a) Failure on the part of the Obligated Group Members to make due and punctual payment of the principal of, redemption premium, if any, interest on or any other Required Payment on any Master Indenture Obligation after applicable grace, notice and/or cure periods, if any.

(b) The Historical Debt Service Coverage Ratio of the Credit Group is less than 1.0:1.0 for any two consecutive Fiscal Years.

(c) Any Obligated Group Member shall fail to observe or perform any other covenant or agreement under this Master Indenture (including covenants or agreements contained in any Related Supplement or Master Indenture Obligation) and shall not have cured such failure within 60 days after the date on which written notice of such failure, requiring the failure to be remedied, shall have been given to the Credit Group Representative by the Master Trustee or to the Credit Group Representative and the Master Trustee by the Holders of a m in aggregate principal amount of Outstanding Master Indenture Obligations (provided that if such failure can be remedied but not within such 60 day period, such failure shall not become an Event of Default for so long as the Credit Group Representative shall diligently proceed to remedy the failure).

(d) Any Obligated Group Member shall default in the payment of Indebtedness (other than (1) Subordinated Indebtedness, (2) Nonrecourse Indebtedness, and (3) Indebtedness secured by a Master Indenture Obligation, which shall be governed by subsection (a) of this Section) in an aggregate outstanding principal amount equal to the greater of 5% of the aggregate principal amount of Total Revenues of the Credit Group, and any grace, notice and/or cure period for such payment shall have expired; provided, however, that such default shall not constitute an Event of Default within the meaning of this Section if, within 60 days (or such longer period as the Master Trustee approves in writing) or within the time allowed for service of a responsive pleading if any proceeding to enforce payment of the Indebtedness is commenced, (1) any Obligated Group Member in good faith commences proceedings to contest the existence or payment of such Indebtedness, and (2) sufficient moneys are deposited in escrow with a bank or trust company or a bond acceptable to the Master Trustee is posted for the payment of such Indebtedness.

(e) A court having jurisdiction shall enter a decree or order for relief in respect of any Obligated Group Member in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of any Obligated Group Member or for any substantial part of the Property of any Obligated Group Member, or ordering the winding up or liquidation of its affairs, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days.

(f) Any Obligated Group Member shall commence a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of any Obligated Group Member or for any substantial part of its Property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due or shall take any corporate action in furtherance of the foregoing.

The Credit Group Representative agrees that, as soon as practicable, and in any event within ten days after such event, the Credit Group Representative shall notify the Master Trustee of any event which is an Event of Default hereunder which has occurred and is continuing, which notice shall state the nature of such event and the action which the Obligated Group Members propose to take with respect thereto.

Section 4.02. Acceleration; Annulment of Acceleration.

(a) Upon the occurrence and during the continuation of an Event of Default, the Master Trustee may, and upon the written request of (i) the Holders of not less than a majority in aggregate principal amount of Outstanding Master Indenture Obligations or (ii) the Holder of a Master Indenture Obligation expressly authorized to accelerate such Master Indenture Obligation pursuant to the Related Supplement shall, by notice to the Credit Group Representative, declare all Outstanding Master Indenture Obligations immediately due and payable. Upon such declaration of acceleration, all Outstanding Master Indenture Obligations shall be immediately due and payable. If the terms of any Related Supplement give a Person the right to consent to acceleration of the Master Indenture Obligations issued pursuant to such Related Supplement, the Master Indenture Obligations issued pursuant to such Related Supplement may not be accelerated by the Master Trustee unless such consent is properly obtained pursuant to the terms of such Related Supplement. In the event of acceleration, an amount equal to the aggregate principal amount of all Outstanding Master Indenture Obligations, plus all interest accrued thereon and, to the extent permitted by applicable law, which accrues on such principal and interest to the date of payment, and all other amounts due thereunder, shall be due and payable on the Master Indenture Obligations.

(b) At any time after the Master Indenture Obligations have been declared to be due and payable, and before the entry of a final judgment or decree in any proceeding instituted with respect to the Event of Default that resulted in the declaration of acceleration, the Master Trustee may annul such declaration and its consequences if:

(i) the Obligated Group Members have paid (or caused to be paid or deposited with the Master Trustee moneys sufficient to pay) all payments then due on all Outstanding Master Indenture Obligations (other than payments then due only because of such declaration); and

(ii) the Obligated Group Members have paid (or caused to be paid or deposited with the Master Trustee moneys sufficient to pay) all fees and expenses of the Master Trustee then due; and

(iii) the Obligated Group Members have paid (or caused to be paid or deposited with the Master Trustee moneys sufficient to pay) all other amounts then payable by the Obligated Group hereunder; and

(iv) every Event of Default (other than a default in the payment of the principal or other payments of such Master Indenture Obligations then due only because of such declaration) has been remedied.

No such annulment shall extend to or affect any subsequent Event of Default or impair any right with respect to any subsequent Event of Default.

Section 4.03. Additional Remedies and Enforcement of Remedies.

(a) Upon the occurrence and continuance of any Event of Default, the Master Trustee may, and upon the written request of the Holders of not less than a majority in aggregate principal amount of the Outstanding Master Indenture Obligations (and upon indemnification of the Master Trustee to its satisfaction by the Credit Group for any such request), shall, proceed to protect and enforce its rights and the rights of the Holders hereunder by such proceedings as may be deemed expedient, including but not limited to:

(i) Enforcement of the right of the Holders to collect amounts due or becoming due under the Master Indenture Obligations;

(ii) Civil action upon all or any part of the Master Indenture Obligations;

(iii) Civil action to require any Person holding moneys, documents or other property pledged to secure payment of amounts due or to become due on the Master Indenture Obligations to account as if it were the trustee of an express trust for the Holders of Master Indenture Obligations;

(iv) Civil action to enjoin any acts which may be unlawful or in violation of the rights of the Holders of Master Indenture Obligations;

(v) Civil action to obtain a writ of mandate against any Obligated Group Member or Controlling Member, or against any officer or member of the Governing Body of any Obligated Group Member or Controlling Member to compel performance of any act specifically required by this Master Indenture or any Master Indenture Obligation; and

(vi) Enforcement of any other right or remedy of the Holders conferred by law or hereby.

(b) Regardless of the occurrence of an Event of Default, if requested in writing by the Holders of not less than 25% in aggregate principal amount of the Outstanding Master Indenture Obligations (and upon indemnification of the Master Trustee to its satisfaction for such request), the Master Trustee shall institute and maintain such proceedings as it may be advised shall be necessary or expedient (1) to prevent any impairment of the security hereunder

by any acts which may be unlawful or in violation hereof, or (2) to preserve or protect the interests of the Holders. However, the Master Trustee shall not comply with any such request or institute and maintain any such proceeding that is in conflict with any applicable law or the provisions hereof or (in the sole judgment of the Master Trustee) is unduly prejudicial to the interests of the Holders not making such request (it being understood that the Master Trustee does not have an affirmative duty to ascertain whether or not any action or forbearance is unduly prejudicial to such Holders or that would involve the Master Trustee in personal liability). Nothing herein shall be deemed to authorize the Master Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment, or composition affecting the Master Indenture Obligations or the rights of any Holder thereof, or to authorize the Master Trustee to vote in respect of the claim of any Holder in any such proceeding without the approval of the Holders so affected.

Section 4.04. Application of Moneys After Default. During the continuance of an Event of Default, all moneys received by the Master Trustee pursuant to any right given or action taken under the provisions of this Article (after payment of the costs of the proceedings resulting in the collection of such moneys and payment of all fees, expenses and other amounts owed to the Master Trustee) shall be applied as follows:

(a) Unless all Outstanding Master Indenture Obligations have become or have been declared due and payable (or if any such declaration is annulled in accordance with the terms of this Article):

First: To the payment of all Required Payments then due on the Master Indenture Obligations (including Financial Product Payments to the extent made pursuant to a Financial Product Agreement secured or evidenced by a Master Indenture Obligation and Parity Financial Product Extraordinary Payments), in the order of their due dates, and, if the amount available is not sufficient to pay in full all Required Payments due on the same date, then to the payment thereof ratably, according to the amount Required Payments due on such date, without any discrimination or preference;

Second: To the payment of all Financial Product Extraordinary Payments made pursuant to a Financial Product Agreement secured or evidenced by a Master Indenture Obligation (other than Parity Financial Product Extraordinary Payments), in the order of their due dates, and, if the amount available is not sufficient to pay in full all Financial Product Extraordinary Payments due on the same date, then to the payment thereof ratably, according to the amounts of Financial Product Extraordinary Payments due on such date, without any discrimination or preference.

(b) If all Outstanding Master Indenture Obligations have become or have been declared due and payable (and such declaration has not been annulled under the terms of this Article):

First: To the payment of all Required Payments then due on the Master Indenture Obligations (including (i) Financial Product Payments to the extent made pursuant to a Financial Product Agreement secured or evidenced by a Master Indenture Obligation and (ii) Parity Financial Product Extraordinary Payments), and, if the amount available is not sufficient to pay in full the whole amount then due and unpaid, then to the payment thereof ratably, without preference or priority, according to the amounts due respectively, without any discrimination or preference; and

Second: To the payment of all Financial Product Extraordinary Payments made pursuant to a Financial Product Agreement secured or evidenced by a Master Indenture Obligation (other than Parity Financial Product Extraordinary Payments), and, if the amount available is not sufficient to pay in full all such Financial Product Extraordinary Payments, then to the payment thereof ratably, without any discrimination or preference.

Such moneys shall be applied at such times as the Master Trustee shall determine, having due regard for the amount of moneys available and the likelihood of additional moneys becoming available in the future. Upon any date fixed by the Master Trustee for the application of such moneys to the payment of principal, interest on the amounts of principal to be paid on such date shall cease to accrue. The Master Trustee shall give such notices as it may deem appropriate of the deposit with it of such moneys or of the fixing of such dates. The Master Trustee shall not be required to make payment to the Holder of any unpaid Master Indenture Obligation until such Master Indenture Obligation (and all unmatured interest coupons, if any) is presented to the Master Trustee for appropriate endorsement of any partial payment or for cancellation if fully paid.

Whenever all Master Indenture Obligations have been paid under the terms of this Section and all fees and expenses of the Master Trustee have been paid, any balance remaining shall be paid to the Person entitled to receive such balance. If no other Person is entitled thereto, then the balance shall be paid to the Members of the Obligated Group or such Person as a court of competent jurisdiction may direct.

Section 4.05. Remedies Not Exclusive. No remedy granted by the terms of this Master Indenture is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity.

Section 4.06. Remedies Vested in the Master Trustee. All rights of action (including the right to file proof of claims) hereunder or under any of the Master Indenture Obligations may be enforced by the Master Trustee without the possession of any of the Master Indenture Obligations or the production thereof in any proceeding relating thereto. Any proceeding instituted by the Master Trustee may be brought in its name as the Master Trustee without the necessity of joining any Holders as plaintiffs or defendants. Subject to the provisions of Section 4.04 hereof, any recovery or judgment shall be for the equal benefit of the Holders of the Outstanding Master Indenture Obligations.

Section 4.07. Master Trustee to Represent Holders. The Master Trustee is hereby irrevocably appointed as trustee and attorney-in-fact for the Holders for the purpose of exercising on their behalf the rights and remedies available to the Holders under the provisions of this Master Indenture, the Master Indenture Obligations, any Related Supplement and applicable provisions of law, in each case subject to the provisions of Section 4.08. The Holders, by taking and holding the Master Indenture Obligations, shall be conclusively deemed to have so appointed the Master Trustee.

Section 4.08. Holders' Control of Proceedings. If an Event of Default has occurred and is continuing, notwithstanding anything herein to the contrary, the Holders of at least 25% in aggregate principal amount of Outstanding Master Indenture Obligations shall have the right (upon the indemnification of the Master Trustee to its satisfaction) to direct the method or place of conducting any proceeding to be taken in connection with the enforcement of the terms hereof. Such direction must be in writing, signed by such Holders and delivered to the Master Trustee. However, the Master Trustee shall not be required to follow any such direction that is in conflict with any applicable law or the provisions hereof or (in the sole judgment of the Master Trustee) is unduly prejudicial to the interests of the Holders not joining in such direction. Nothing in this Section shall impair the right of the Master Trustee to take any other action authorized by this Master Indenture which it may deem proper and which is not inconsistent with such direction by Holders.

Section 4.09. Termination of Proceedings. In case any proceeding instituted by the Master Trustee with respect to any Event of Default is discontinued or abandoned for any reason or is determined adversely to the Master Trustee or the Holders, then the Obligated Group Members, the Master Trustee and the Holders shall be restored to their former positions and rights hereunder. All rights, remedies and powers of the Master Trustee and the Holders shall continue as if no such proceeding had been taken.

Section 4.10. Waiver of Event of Default.

(a) No delay or omission of the Master Trustee or of any Holder to exercise any right with respect to any Event of Default shall impair such right or shall be construed to be a waiver of or acquiescence to such Event of Default. Every right and remedy given by this Article to the Master Trustee and the Holders may be exercised from time to time and as often as may be deemed expedient by them.

(b) The Master Trustee may waive any Event of Default which in its opinion has been remedied before the entry of a final judgment or decree in any proceeding instituted by it under the provisions hereof, or before the completion of the enforcement of any other remedy hereunder.

(c) Upon the written request of the Holders of at least a majority in aggregate principal amount of Outstanding Master Indenture Obligations, the Master Trustee shall waive any Event of Default hereunder and its consequences; provided, however, that, except under the circumstances set forth in subsection (b) of Section 4.02 hereof, the failure to pay the principal of, premium, if any, or interest on any Master Indenture Obligation when due may not be waived without the written consent of the Holders of all Outstanding Master Indenture Obligations.

(d) In case of any waiver by the Master Trustee of an Event of Default, the Obligated Group Members, the Master Trustee and the Holders shall be restored to their former positions and rights. No waiver shall extend to, or impair any right with respect to, any other Event of Default.

Section 4.11. Appointment of Receiver. Upon the occurrence and continuance of any Event of Default, the Master Trustee shall be entitled (a) without declaring the Master Indenture Obligations to be due and payable, (b) after declaring the Master Indenture Obligations to be due and payable, or (c) upon the commencement of any proceeding to enforce any right of the Master Trustee or the Holders, to the appointment of a receiver or receivers of any or all of the Property of the Obligated Group Members (without the necessity of notice to any Obligated Group Member or any other Person), with such powers as the court making such appointment shall confer. Each Obligated Group Member consents, subject to the imposition on the receiver of all applicable Government or Industry Restrictions, and will if requested by the Master Trustee, consent at the time of application by the Master Trustee for appointment of a receiver, to the appointment of such receiver and agrees that such receiver may be given the right, to the extent the right may lawfully be given, to take possession of, operate and deal with such Property and the revenues, profits and proceeds therefrom, with the same effect as the Obligated Group Member could, and to borrow money and issue evidences of indebtedness as such receiver.

Section 4.12. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law and any Government or Industry Restrictions. All the provisions of this Article are intended to be limited to the extent necessary so that they will not render any provision hereof invalid or unenforceable under the provisions of any applicable law or inconsistent with any Government or Industry Restrictions.

Section 4.13. Notice of Default. Within ten days after a Responsible Officer of the Master Trustee has actual knowledge or has received written notice of the occurrence of an Event of Default, the Master Trustee shall mail notice of such Event of Default to all Holders, unless such Event of Default has been cured before the giving of such notice (the term “Event of Default” for the purposes of this Section being limited to the events specified in subsections (a)-(f) of Section 4.01, not including any periods of grace provided for in subsections (b), (c) and (d), and regardless of the giving of written notice specified in subsection (c) of Section 4.01). Except in the case of default in the payment of the principal of or premium, if any, or interest on any of the Master Indenture Obligations and the Events of Default specified in subsections (e) and (f) of Section 4.01, the Master Trustee shall be protected in withholding such notice if and so long as the Master Trustee in good faith determines that the withholding of such notice is in the best interest of the Holders.

ARTICLE V

THE MASTER TRUSTEE

Section 5.01. Certain Duties and Responsibilities.

(a) Except during the continuance of an Event of Default:

(i) The Master Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Master Indenture, and no implied covenant or obligation shall be read into this Master Indenture against the Master Trustee; and

(ii) In the absence of bad faith on its part, the Master Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon Certificates or opinions furnished to the Master Trustee and conforming to the requirements of this Master Indenture; but in the case of any Certificate or opinion specifically required by the provisions hereof to be furnished to the Master Trustee, the Master Trustee shall be under a duty to examine such Certificate or opinion to determine whether or not it conforms to the requirements of this Master Indenture on its face.

(b) In case an Event of Default has occurred and is continuing, the Master Trustee shall exercise such of the rights and powers vested in it by this Master Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(c) No provision of this Master Indenture shall be construed to relieve the Master Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act or its own willful misconduct, except that:

(i) this subsection shall not be construed to limit the effect of subsection (a) of this Section;

(ii) the Master Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Master Trustee was grossly negligent in ascertaining the pertinent facts;

(iii) the Master Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders given in accordance with Section 4.08; and

(iv) no provision of this Master Indenture shall require the Master Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured.

The Master Trustee will keep on file at its office a list of the names and addresses of the last known Holders of all Master Indenture Obligations and the serial numbers of such Master Indenture Obligations held by each of such Holders. At reasonable times and under reasonable regulations established by the Master Trustee, said list may be inspected and copied by the Obligated Group Members, any Master Indenture Obligation Holder or the authorized representative thereof, provided that the ownership of such Holder and the authority of any such designated representative shall be evidenced to the satisfaction of the Master Trustee.

(d) Every provision of this Master Indenture relating to the conduct of, affecting the liability of or affording protection to the Master Trustee shall be subject to the provisions of this Section.

Section 5.02. Certain Rights of Master Trustee. Subject to Section 5.01:

(a) The Master Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) Any request or direction of the Credit Group Representative mentioned herein shall be sufficiently evidenced by an Officer's Certificate. Any action of the Governing Body of any Obligated Group Member shall be sufficiently evidenced by a copy of a resolution certified by the secretary or an assistant secretary of the Obligated Group Member to have been duly adopted by the Governing Body and to be in full force and effect on the date of such certification and delivered to the Master Trustee.

(c) Whenever in the administration of this Master Indenture the Master Trustee shall deem it desirable that a matter be proved or established prior to taking, allowing or omitting any action hereunder, the Master Trustee may (in the absence of bad faith on its part and unless other evidence is specifically prescribed by this Master Indenture) request and conclusively rely upon an Officer's Certificate.

(d) The Master Trustee may consult with counsel of its selection experienced in matters similar to those inquired about, and any opinion of such counsel shall be full and complete authorization and protection with respect to any action taken, allowed or omitted by it hereunder in good faith and in reliance thereon.

(e) The Master Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Master Indenture at the request or direction of any of the Holders, unless such Holders shall have offered to the Master Trustee reasonable security or indemnity satisfactory to the Master Trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(f) The Master Trustee shall not be bound to make any investigation into the facts stated in any document delivered to it hereunder, but the Master Trustee, in its discretion, may make such further inquiry or investigation into such facts as it may see fit. If the Master Trustee determines to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of any Credit Group Member (excluding specifically donor records, patient records and personnel records), personally or by agent or attorney, during regular business hours and after reasonable notice.

(g) The Master Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents selected and supervised with care. The Master Trustee shall not be responsible for any misconduct or negligence on the part of any agent appointed by it with due care.

(h) The Master Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Master Indenture.

(i) The Master Trustee shall not be deemed to have notice of any default or Event of Default unless a Responsible Officer of the Master Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Master Trustee at the Corporate Trust Office of the Master Trustee, and such notice references this Master Indenture.

(j) The Master Trustee agrees to accept and act upon instructions or directions pursuant to this Master Indenture sent by Electronic Means, provided, however, that, the Master Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Credit Group Representative elects to give the Master Trustee instructions or directions sent by Electronic Means and the Master Trustee in its discretion elects to act upon such instructions, the Master Trustee's understanding of such instructions shall be deemed controlling. The Master Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Master Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Credit Group Representative agrees to assume all risks arising out of the use of such Electronic Means to submit instructions and directions to the Master Trustee, including without limitation the risk of the Master Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(k) The Master Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Master Trustee and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(l) The permissive right of the Master Trustee to do things enumerated in this Master Indenture shall not be construed as a duty and the Master Trustee shall not be answerable for other than its gross negligence or willful default. The Master Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(m) The Master Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Master Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the

trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other anticipated disbursements, and against all liability except to the extent determined by a court of competent jurisdiction to have been caused solely by its own gross negligence or willful misconduct. Nevertheless, the Master Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Master Trustee, without indemnity, and in such case the Master Trustee shall, to the extent not reimbursed by the Obligated Group reimburse itself from the monies available under this Master Indenture for all costs and expenses, outlays and counsel fees and expenses and other reasonable disbursements properly incurred in connection therewith and the Master Trustee shall be entitled to a preference therefor over any Master Indenture Obligation outstanding hereunder.

(n) Notwithstanding any other provision of this Master Trust Indenture, as a condition of any action by the Master Trustee in respect of the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Master Indenture, the Master Trustee shall receive (1) any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof deemed appropriate by the Master Trustee, in addition to that required by the terms hereof and (2) indemnity satisfactory to Master Trustee in its sole discretion for the reimbursement of all expenses to which it may be put and to protect it against all liability by reason of any action so taken.

(o) The Master Trustee's immunities and protections from liability and its right to compensation and indemnification in connection with the performance of its duties under this Master Indenture shall extend to the Master Trustee's officers, directors, agents, and employees. Such immunities and protections and right to indemnification, together with the Master Trustee's right to compensation, shall survive the Master Trustee's resignation or removal and final payment of the Master Indenture Obligations.

(p) In no event shall the Master Trustee be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Master Trustee has been advised of the likelihood of such damages or penalty and regardless of the form of action.

(q) The Master Trustee shall not be responsible for and makes no representation as to the legality, effectiveness or sufficiency of any security document or for the creation, perfection, priority or protection of any lien securing the Master Indenture Obligations. The Master Trustee shall not be responsible for filing any financing or continuation statement or recording any documents or instruments in any public office at any time or otherwise for perfecting or maintaining the perfection of any lien or security interest in the trust estate it being understood that the Credit Group Representative shall be obligated to make such filings on behalf of the Master Trustee.

Section 5.03. Right to Deal in Master Indenture Obligations and Related Bonds. The Master Trustee may buy, sell or hold and deal in any Master Indenture Obligations and Related Bonds with the same effect as if it were not the Master Trustee. The Master Trustee may commence or join in any action which a Holder or holder of a Related Bond is entitled to take with the same effect as if the Master Trustee were not the Master Trustee.

Section 5.04. Removal and Resignation of the Master Trustee.

(a) The Master Trustee may be removed at any time by an instrument or instruments in writing signed by (1) the Holders of not less than a majority of the principal amount of Outstanding Master Indenture Obligations or (2) (unless an Event of Default has occurred and is then continuing) the Credit Group Representative.

(b) The Master Trustee may at any time resign by giving written notice of such resignation to the Credit Group Representative.

(c) No such resignation or removal shall become effective unless and until a successor Master Trustee has been appointed and has assumed the trusts created hereby. Written notice of removal of the predecessor Master Trustee and/or appointment of the successor Master Trustee shall be given by the successor Master Trustee within ten days of the successor's acceptance of appointment to the Obligated Group Members and to each Holder at the addresses shown on the books of the Master Trustee. A successor Master Trustee may be appointed at the direction of the Holders of not less than a majority in aggregate principal amount of Outstanding Master Indenture Obligations, or, if the Master Trustee has resigned or has been removed by the Credit Group Representative, by the Credit Group Representative. In the event a successor Master Trustee has not been appointed and qualified within 60 days of the date notice of resignation or removal is given, the Master Trustee, any Obligated Group Member or any Holder may apply at the expense of the Obligated Group Members to any court of competent jurisdiction for the appointment of an interim successor Master Trustee to act until such time as a permanent successor is appointed.

(d) Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Master Trustee shall be a trust company or bank having the powers of a trust company as to trusts, qualified to do and doing trust business in one or more states of the United States of America and having an officially reported combined capital, surplus, undivided profits and reserves aggregating at least \$50,000,000, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(e) Every successor Master Trustee shall execute and deliver to its predecessor and to each Obligated Group Member a written instrument accepting such appointment. Upon the delivery of such acceptance, the successor Master Trustee shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor. The predecessor shall execute and deliver to the successor Master Trustee a written instrument transferring to the successor Master Trustee all the rights, powers and trusts of the predecessor. The predecessor Master Trustee (upon payment of all amounts owed to it) shall execute any documents necessary or appropriate to convey all interest it may have to the successor Master Trustee. The predecessor Master Trustee shall promptly deliver all records relating to the trust or copies thereof to the successor Master Trustee.

Section 5.05. Compensation and Reimbursement. Subject to the provisions of any specific agreement between the Credit Group Representative and the Master Trustee relating to the compensation of the Master Trustee, each Obligated Group Member agrees:

(a) To pay the Master Trustee from time to time reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust).

(b) Except as otherwise expressly provided herein, to reimburse the Master Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Master Trustee in accordance with any provision of this Master Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and its agents), except any such expense, disbursement or advance as may be attributable to its gross negligence or bad faith.

(c) To indemnify each of the Master Trustee and its officers, directors, agents and employees and any predecessor Master Trustee for, and to hold it and them harmless against, any and all loss, liability, damages, claim or expense, including taxes (other than taxes based on the income of the Master Trustee) incurred without gross negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust or its duties hereunder, including without limitation, legal fees and expenses and the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

When the Master Trustee incurs expenses or renders services in connection with an Event of Default, the expenses (including the reasonable charges and expenses of its counsel) and the compensation for the services are intended to constitute expenses of administration under any applicable federal or state bankruptcy, insolvency or other similar law.

The provisions of this Section shall survive the termination of this Master Indenture and the removal or resignation of the Master Trustee.

Section 5.06. Recitals and Representations. The recitals, statements and representations contained herein or in any Master Indenture Obligation (excluding the Master Trustee's authentication on the Master Indenture Obligations) shall be taken and construed as made by and on the part of the Obligated Group Members, and not by the Master Trustee. The Master Trustee assumes no responsibility for the correctness of such statements.

The Master Trustee makes no representation as to, and is not responsible for, the validity or sufficiency of this Master Indenture or of the Master Indenture Obligations. The Master Trustee shall not be concerned with or accountable to anyone for the use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

Section 5.07. Separate or Co-Master Trustee. At any time, for the purpose of meeting any legal requirements of any jurisdiction, the Master Trustee may appoint one or more Persons either to act as co-master trustee with the Master Trustee, or to act as separate master trustee, and to vest in such Persons or Persons, such rights, powers, duties, trusts or obligations as the Master Trustee may consider necessary or desirable, subject to the remaining provisions of this Section, and provided that doing so shall not impose a material burden on the Obligated Group Members (financial or otherwise).

Every co-master trustee or separate master trustee shall, to the extent permitted by law, be appointed subject to the following terms:

(a) The Master Indenture Obligations shall be authenticated and delivered solely by the Master Trustee.

(b) All rights, powers, trusts, duties and obligations conferred or imposed upon the trustees shall be conferred or imposed upon and exercised or performed as shall be provided in the instrument appointing such co-master trustee or separate master trustee, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Master Trustee is incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-master trustee or separate master trustee.

(c) Any request in writing by the Master Trustee to any co-master trustee or separate master trustee to take or to refrain from taking any action hereunder shall be sufficient for the taking, or the refraining from taking, of such action by such Person.

(d) Any co-master trustee or separate master trustee may, to the extent permitted by law, delegate to the Master Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(e) The Master Trustee may at any time, by an instrument in writing, accept the resignation of or remove any co-master trustee or separate master trustee appointed under this Section. Upon the request of the Master Trustee, the Obligated Group Members shall join with the Master Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal.

(f) No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder, nor will the act or omission of any trustee hereunder be imputed to any other trustee.

(g) Any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing delivered to the Master Trustee shall be deemed to have been delivered to each such co-master trustee or separate master trustee.

(h) Any moneys, papers, securities or other items of personal property received by any such co-master trustee or separate master trustee hereunder shall be turned over to the Master Trustee immediately.

Upon the acceptance in writing of such appointment by any co-master trustee or separate master trustee, such Person shall be vested with such rights, powers, duties or obligations as are specified in the instrument of appointment jointly with the Master Trustee (except insofar as local law makes it necessary for any such co-master trustee or separate master trustee to act alone) subject to all the terms hereof. Every such acceptance shall be filed with the Master Trustee. To the extent permitted by law, any co-master trustee or separate master trustee may, at any time by an instrument in writing, constitute the Master Trustee its attorney-in-fact and agent,

with full power and authority to do all acts and things and to exercise all discretion on its behalf and in its name.

In case any co-master trustee or separate master trustee shall become incapable of acting, resign or be removed, all rights, powers, trusts, duties and obligations of such Person shall, so far as permitted by law, vest in and be exercised by the Master Trustee unless and until a successor co-master trustee or separate master trustee shall be appointed in the manner herein provided.

Section 5.08. Merger or Consolidation. Any company into which the Master Trustee may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it is a party, or any company to which the Master Trustee may sell or transfer all or substantially all of its corporate trust business (provided such company is eligible under Section 5.04) shall be the successor to the Master Trustee without the execution or filing of any paper or any further act.

ARTICLE VI

SUPPLEMENTS AND AMENDMENTS

Section 6.01. Supplements Not Requiring Consent of Holders. The Credit Group Representative (acting for itself and as agent for each Obligated Group Member) and the Master Trustee may, without the consent of or notice to any of the Holders, enter into one or more Related Supplements for any of the following purposes:

(a) To correct any ambiguity or formal defect or omission in this Master Indenture;

(b) To correct or supplement any provision which may be inconsistent with any other provision, or to make any other provision with respect to matters or questions arising hereunder and which does not materially and adversely affect the interests of the Holders;

(c) To grant or confer ratably upon all of the Holders any additional rights, remedies, powers or authority, or to add to the covenants of and restrictions on the Obligated Group Members;

(d) To qualify this Master Indenture under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal law from time to time in effect;

(e) To create and provide for the issuance of a Master Indenture Obligation or Series of Master Indenture Obligations as permitted hereunder;

(f) To obligate a successor to any Obligated Group Member as provided in Section 3.10;

(g) To add a new Obligated Group Member as provided in Section 3.03 or to reflect the withdrawal or redesignation of an Obligated Group Member as provided in Section 3.04; or

(h) To make any other change which does not materially and adversely affect the interests of the Holders.

In entering into any Related Supplement, the Master Trustee may rely on an Opinion of Counsel as described in Section 6.03(a) hereof.

Section 6.02. Supplements Requiring Consent of Holders.

(a) Other than Related Supplements referred to in Section 6.01 hereof and subject to the terms contained in this Article, the Holders of not less than a majority in aggregate principal amount of the Outstanding Master Indenture Obligations shall have the right to consent to and approve the execution by the Credit Group Representative (acting for itself and as agent for each Credit Group Member) and the Master Trustee of such Related Supplements as shall be deemed necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding any of the terms contained herein; provided, however, that nothing in this Section shall permit or be construed as permitting a Related Supplement which would:

(i) Extend the stated maturity of or time for paying interest on any Master Indenture Obligation or reduce the principal amount of or the redemption premium or rate of interest or change the method of calculating interest payable on or reduce or defer any other Required Payment on any Master Indenture Obligation without the consent of the Holder of such Master Indenture Obligation;

(ii) Modify, alter, amend, add to or rescind any of the terms or provisions contained in Section 3.01 or Article IV hereof so as to affect the right of the Holders of any Master Indenture Obligations in default to compel the Master Trustee to declare the principal of all Master Indenture Obligations to be due and payable, or the priority of payment of Master Indenture Obligations as set forth in Section 4.04 without the consent of the Holders of all Outstanding Master Indenture Obligations; or

(iii) Reduce the aggregate principal amount of Outstanding Master Indenture Obligations the consent of the Holders of which is required to authorize such Related Supplement without the consent of the Holders of all Master Indenture Obligations then Outstanding.

(b) The Master Trustee may execute a Related Supplement (in substantially the form delivered to it as described below) without liability or responsibility to any Holder (whether or not such Holder has consented to the execution of such Related Supplement) if the Master Trustee receives:

(i) a Request of the Credit Group Representative to enter into such Related Supplement; and

(ii) a certified copy of the resolution of the Governing Body of the Credit Group Representative approving the execution of such Related Supplement; and

(iii) the proposed Related Supplement; and

(iv) except as provided in Section 6.02(d), an instrument or instruments executed by the Holders of not less than the aggregate principal amount or number of Master Indenture Obligations specified in subsection (a) for the Related Supplement in question which instrument or instruments shall refer to the proposed Related Supplement and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof as on file with the Master Trustee.

(c) Any such consent shall be binding upon the Holder of the Master Indenture Obligation giving such consent and upon any subsequent Holder of such Master Indenture Obligation and of any Master Indenture Obligation issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), unless such consent is revoked in writing by the Holder of such Master Indenture Obligation giving such consent or by a subsequent Holder thereof by filing with the Master Trustee, prior to the execution by the Master Trustee of such Related Supplement, such revocation and, if such Master Indenture Obligation or Master Indenture Obligations are transferable by delivery, proof that such Master Indenture Obligations are held by the signer of such revocation. At any time after the Holders of the required principal amount or number of Master Indenture Obligations shall have filed their consents to the Related Supplement, the Master Trustee shall file a written statement to that effect with the Credit Group Representative. Such written statement shall be conclusive evidence that such consents have been so filed.

(d) A Related Supplement may provide that the holders of Related Bonds being issued in connection therewith shall be deemed to have consented to modifications or amendments to this Master Indenture, as set forth in such Related Supplement, by their purchase of such Related Bonds. Such deemed consent shall satisfy the requirement set forth in Section 6.02(b)(iv) hereof for executed written consent of Holders with respect to the Master Indenture Obligation issued pursuant to the Related Supplement and shall be binding on all subsequent holders of such Related Bonds.

(e) If the Holders of the required principal amount or number of the Outstanding Master Indenture Obligations have consented to the execution of such Related Supplement, no Holder shall have any right to object to the execution thereof, to object to any of the terms and provisions contained therein or the operation thereof, to question the propriety of the execution thereof or to enjoin or restrain the Master Trustee or the Credit Group Representative from executing such Related Supplement or from taking any action pursuant to the provisions thereof.

Section 6.03. Execution and Effect of Supplements.

(a) In executing any Related Supplement permitted by this Article, the Master Trustee shall be entitled to request and shall be entitled to rely upon an Opinion of Counsel stating that the execution of such Related Supplement is authorized or permitted hereby. The Master Trustee may (but shall not be obligated to) enter into any Related Supplement that materially and adversely affects the Master Trustee's own rights, duties or immunities.

(b) Upon the execution and delivery of any Related Supplement in accordance with this Article, the provisions of this Master Indenture shall be deemed modified in accordance

therewith. Such Related Supplement shall form a part hereof for all purposes and every Holder shall be bound thereby.

(c) Any Master Indenture Obligation authenticated and delivered after the execution and delivery of any Related Supplement in accordance with this Article may, and, if required by the Credit Group Representative or the Master Trustee shall, bear a notation in form approved by the Master Trustee as to any matter provided for in such Related Supplement. If the Credit Group Representative or the Master Trustee shall so determine, new Master Indenture Obligations so modified as to conform in the opinion of the Master Trustee and the Governing Body of the Credit Group Representative to any such Related Supplement may be prepared and executed by the Credit Group Representative and authenticated and delivered by the Master Trustee in exchange for and upon surrender of Master Indenture Obligations then Outstanding.

Section 6.04. Amendment of Related Supplements. Any Related Supplement may provide that the provisions thereof may be amended without the consent of or notice to any of the Holders, or pursuant to such terms and conditions as may be specified in such Related Supplement. If a Related Supplement does not contain provisions relating to the amendment thereof, the amendment of such Related Supplement shall be governed by the provisions of Section 6.01 and Section 6.02 hereof.

ARTICLE VII

SATISFACTION AND DISCHARGE

Section 7.01. Satisfaction and Discharge of Master Indenture. This Master Indenture shall cease to be of further effect (except for Section 5.05 hereof, which shall survive) if:

(a) all Master Indenture Obligations previously authenticated (other than any Master Indenture Obligations which have been mutilated, destroyed, lost or stolen and which have been replaced or paid as provided in any Related Supplement) and not cancelled are delivered to the Master Trustee for cancellation; or

(b) all Master Indenture Obligations not previously cancelled or delivered to the Master Trustee for cancellation are paid; or

(c) an Irrevocable Deposit is made in trust with the Master Trustee (or with one or more banks, national banking associations or trust companies acceptable to the Master Trustee pursuant to one or more agreements between an Obligated Group Member and such national banking associations or trust companies in form acceptable to the Master Trustee) in cash or Government Obligations or both, sufficient to pay at maturity or upon redemption all Master Indenture Obligations not previously cancelled or delivered to the Master Trustee for cancellation, including principal and interest or other payments (including Financial Product Payments and Financial Product Extraordinary Payments) due or to become due to such date of maturity, redemption date or payment date, as the case may be;

and all other sums payable hereunder by the Obligated Group Members are also paid. The Master Trustee, on demand of the Credit Group Representative and at the cost and expense of the Obligated Group Members, shall execute proper instruments acknowledging satisfaction of and

discharging this Master Indenture and authorizing the Credit Group Representative to file such terminations and releases as may be necessary to evidence the termination of the Master Trustee's security interest in the Gross Receivables. Unless the deposit(s) pursuant to clause (c) above is made solely with cash, the Credit Group Representative shall cause a report to be prepared by a firm nationally recognized for providing verification services regarding the sufficiency of funds for such discharge and satisfaction provided pursuant to clause (c) above, upon which report the Master Trustee may rely.

The Obligated Group Members shall pay and indemnify the Master Trustee against any tax, fee or other charge imposed on or assessed against the Government Obligations deposited pursuant to this Section 7.01 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of Outstanding Master Indenture Obligations.

Section 7.02. Payment of Master Indenture Obligations After Discharge of Lien. Notwithstanding the discharge of the lien of this Master Indenture as provided in this Article, the Master Trustee shall retain such rights, powers and duties as may be necessary and convenient for the payment of amounts due or to become due on the Master Indenture Obligations and for the registration, transfer, exchange and replacement of Master Indenture Obligations. Any moneys held by the Master Trustee for the payment of the principal of, premium, if any, or interest or other Required Payment on any Master Indenture Obligation remaining unclaimed for one year after the principal of all Master Indenture Obligations has become due and payable, whether at maturity, upon proceedings for redemption or by declaration as provided herein, shall then be paid to the Obligated Group Members. The Holders of any Master Indenture Obligations or coupons not previously presented for payment shall thereafter be entitled to look only to the Obligated Group Members for payment thereof as unsecured creditors and all liability of the Master Trustee with respect to such moneys shall thereupon cease.

Section 7.03. Replacement Master Indenture. Notwithstanding anything in the Master Indenture to the contrary, each then Outstanding Master Indenture Obligation may, upon the request of the Credit Group Representative (and without the consent of any Holder) and the satisfaction of all terms and conditions described below, be (i) substituted with a replacement master indenture obligation or obligations (collectively, a "***Replacement Master Indenture Obligation***") issued by a New Obligated Group, under and pursuant to and secured by a Replacement Master Indenture or (ii) deemed to be a note or obligation issued under and entitled to the security and benefits of such Replacement Master Indenture, without the necessity of any amendment, exchange or replacement of such obligation(s), upon the receipt by the Master Trustee of the following:

(a) An executed copy of the Replacement Master Indenture;

(b)

(i) if all then-current ratings on Related Bonds are "A3"/"A-" or higher, evidence from at least one of the Rating Agencies then maintaining a rating on such Related Bonds that the rating thereon will be not lower than the "A" Rating Category; or

(ii) if the then-current rating on any Related Bonds is lower than “A3”/“A-”, evidence from the Rating Agencies then maintaining a rating on such Related Bonds that the rating on such Related Bonds will not be lower than the Rating Category then-currently assigned to such Related Bonds; or

(iii) Evidence of the following long-term debt ratings assigned or otherwise confirmed for the Person or Persons (for example, a merger candidate, obligated group or credit group) for which the Replacement Master Indenture is being utilized during the 12-month period immediately preceding the applicable proposed Replacement Master Indenture substitution date (in each case with respect to parity outstanding obligations or related bonds and without regard to any third-party credit enhancement):

(A) If all then-current ratings on any Related Bonds are “A3”/“A-” or higher, a rating that is not lower than the “A” Rating Category from at least one of the Rating Agencies then maintaining a rating on such Related Bonds; or

(B) If the then-current rating on any Related Bonds is lower than “A3/A-,” a rating that is not lower than the Rating Category then-currently assigned to such Related Bonds from the Rating Agencies then maintaining a rating on such Related Bonds;

In determining whether the conditions of (A) or (B) above have been satisfied, a confirming Officer’s Certificate, dated as of the 60th day immediately preceding the applicable proposed Replacement Master Indenture substitution date, shall be delivered to the Master Trustee, which Officer’s Certificate may be conclusively relied upon and determinative for purposes of satisfying the requirements of this Section 7.03(b)(iii) irrespective of whether the rating(s) referenced therein remain in effect and prevailing as of the applicable Replacement Master Indenture substitution date;

(c) unless the Replacement Master Indenture provides that all Outstanding Master Indenture Obligations shall be deemed to be a note or obligation issued under and entitled to the security and benefits of such Replacement Master Indenture, without the necessity of any amendment, exchange or replacement of such obligation(s), then an executed Replacement Master Indenture Obligation for each then Outstanding Master Indenture Obligation, issued by or on behalf of the New Obligated Group under and pursuant to and secured by the Replacement Master Indenture, which such Replacement Master Indenture Obligation has been duly authenticated by the new master trustee under the Replacement Master Indenture under the terms of the Replacement Master Indenture;

(d) an Opinion of Counsel shall be provided to the Master Trustee to the effect that: (i) such Replacement Master Indenture has been duly authorized, executed and delivered by, and constitutes the legal, valid, binding and enforceable obligation of, the New Obligated Group, subject to customary exceptions; (ii) the acknowledgement of such Replacement Master Indenture and the release of this Master Indenture will not adversely affect any exemption from federal income taxation of interest on Indebtedness secured by an Outstanding Master Indenture Obligation and otherwise entitled to such exemption; and (iii) all requirements and conditions to the release of this Master Indenture, including those set forth in any Related Supplement or Related Bond Indenture, have been complied with and satisfied; and

(e) an Opinion of Counsel shall be provided to the Master Trustee to the effect that: (i) the registration of the Replacement Master Indenture Obligation under the Securities Act of 1933, as amended, is not required or if required, that the Replacement Master Indenture Obligation has been so registered; and (ii) the qualification of the Replacement Master Indenture under the Trust Indenture Act of 1939, as amended, is not required, or if required, that the Replacement Master Indenture has been so qualified.

Upon receipt of the items in (a) – (e) above, the Master Trustee shall accept the substitution of such Replacement Master Indenture for this Master Indenture and the liens, rights and interests created hereby shall cease, terminate and become null and void; and each Obligated Group Member and the Master Trustee shall, at the expense of the Credit Group Representative, execute and deliver a termination statement and such instruments of satisfaction and discharge as may be necessary and pay, assign, transfer and deliver all cash, securities, and other personal property then held by it hereunder, including such instruments to evidence the termination of the Master Trustee's security interest in the Gross Receivables.

Upon the acceptance of a Replacement Master Indenture and the release of this Master Indenture, all Outstanding Master Indenture Obligations shall be deemed to be a note or obligation issued under and entitled to the security and benefits of such Replacement Master Indenture, without the necessity of any amendment, exchange or replacement of such Master Indenture Obligations, unless and until such Master Indenture Obligations are exchanged for or replaced with a note or obligation issued under and entitled to the security and benefits of such Replacement Master Indenture in accordance with the terms thereof. Upon the acknowledgement of a Replacement Master Indenture and the release of this Master Indenture, the Master Trustee shall provide written notice thereof to the Holders of all Master Indenture Obligations.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Master Indenture or the Master Indenture Obligations is intended or shall be construed to give to any Person other than each Obligated Group Member, the Master Trustee, the Related Bonds Issuers and the Holders any legal or equitable right, remedy or claim under or with respect to this Master Indenture. This Master Indenture and all of the covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties mentioned in this Section.

Section 8.02. Severability. If any part of this Master Indenture is for any reason held invalid or unenforceable, no other part shall be invalidated or deemed unenforceable.

Section 8.03. Holidays. Except to the extent a Related Supplement or a Master Indenture Obligation provides otherwise:

(a) Subject to subsection (b), when any action is provided herein to be done on a day or within a time period named, and the day or the last day of the period falls on a day on

which banking institutions in the jurisdiction where the Corporate Trust Office is located are authorized by law to remain closed, the action may be done on the next ensuing day that is not a day on which banking institutions in such jurisdiction are authorized by law to remain closed, with the same effect as if done on the day or within the time period named.

(b) When the date on which principal of or interest or premium on any Master Indenture Obligation is due and payable is a day on which banking institutions at the place of payment are authorized by law to remain closed, payment may be made on the next ensuing day on which banking institutions at such place are not authorized by law to remain closed with the same effect as if payment were made on the due date, and, if such payment is made, no interest shall accrue from and after such due date.

Section 8.04. Credit Enhancer Deemed Holder of Master Indenture Obligation. Except to the extent a Related Supplement or a Master Indenture Obligation provides otherwise, any credit enhancer of Related Bonds shall be deemed the Holder of the related Master Indenture Obligation for purposes of this Master Indenture for so long as the credit enhancement is in effect and the credit enhancer is not in default thereunder. If the credit enhancement is applicable to a portion of Related Bonds, such related Master Indenture Obligation shall be treated as if such related Master Indenture Obligation were two Master Indenture Obligations, one in the principal amount of the Related Bonds for which the credit enhancement is applicable and another in the principal amount of the remainder of the Related Bonds.

Section 8.05. Governing Law. This Master Indenture and the Master Indenture Obligations are contracts made under the laws of the State, and shall be governed by and construed in accordance with such laws applicable to contracts made and performed in said State.

Section 8.06. Counterparts. This Master Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 8.07. Immunity of Individuals. No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Master Indenture Obligations issued hereunder or for any claim based thereon or upon any obligation, covenant or agreement herein against any past, present or future officer, director, trustee, member, employee or agent of any Obligated Group Member which is a corporation, whether directly or indirectly. All liability of any such individual is hereby expressly waived and released as a condition of and in consideration for the execution hereof and the issuance of the Master Indenture Obligations.

Section 8.08. Binding Effect. This instrument shall inure to the benefit of and shall be binding upon each Obligated Group Member, the Master Trustee and their respective successors and assigns, subject to the limitations contained herein.

Section 8.09. Notices.

(a) Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be in writing and shall be deemed sufficiently given or served if given: (i) by facsimile or Electronic Mail

with prompt telephonic confirmation of receipt; (ii) personally by hand; (iii) by overnight delivery service; or (iv) by first class mail, postage prepaid and addressed as follows:

(i) If to the Credit Group Representative, addressed to it at Hamilton Health Care System, Inc., Attention: Chief Financial Officer, 1200 Memorial Drive, Dalton, Georgia 30720;

(ii) If to the Master Trustee, addressed to it at the Corporate Trust Office; or

(iii) If to the registered Holder of a Master Indenture Obligation, addressed to such Holder at the address shown on the books of the Master Trustee.

(b) The Credit Group Representative or the Master Trustee may from time to time designate a different address or addresses for notice by notice in writing to the others and to the Holders.

Section 8.10. Determining Consent; Revolving Line of Credit; Commitment Indebtedness. Notwithstanding anything in this Master Indenture to the contrary, for the purpose of calculating the aggregate principal amount of Outstanding Master Indenture Obligations when determining consents, approvals, providing directions to the Master Trustee or other such actions under this Master Indenture, (i) only the outstanding principal amount drawn by an Obligated Group Member under a revolving line of credit (and not the available commitment) shall be included in such calculation and (ii) any Commitment Indebtedness shall be excluded from such calculation.

Section 8.11. U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Master Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Master Trustee. The parties to this Master Indenture agree that they will provide the Master Trustee with such information as it may request in order for the Master Trustee to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, the OBLIGATED GROUP MEMBERS whose signatures appear below have each caused this Master Indenture to be signed in its name by its duly authorized officer, and to evidence its acceptance of the trusts and agreements hereby created **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, has caused this Master Indenture to be signed in its name by one of its duly authorized officers, all as of the day and year first above written.

HAMILTON HEALTH CARE SYSTEM, INC.

By _____
Julie A. Soekoro
Executive Vice President and Chief Financial Officer

HAMILTON MEDICAL CENTER, INC.

By _____
Julie A. Soekoro
Executive Vice President and Chief Financial Officer

BRADLEY MEDICAL CENTER, LLC

By _____
Julie A. Soekoro
Executive Vice President and Chief Financial Officer

VBMC, INC.

By _____
Julie A. Soekoro
Executive Vice President and Chief Financial Officer

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Master Trustee**

By _____
Authorized Representative

APPENDIX A TO MASTER INDENTURE

EXCLUDED PROPERTY

None

APPENDIX B TO MASTER INDENTURE

EXISTING PERMITTED LIENS

None

SCHEDULE “1” TO MASTER INDENTURE

SCHEDULE OF EXISTING MASTER INDENTURE OBLIGATIONS

Existing Master Indenture Obligation	Purpose of Master Indenture Obligation	Designation of Supplement under Original 1996 Indenture
1996-1 Master Note in the outstanding principal amount of \$7,845,000	Secured Series 1996 Bonds	First Supplemental Master Trust Indenture
2017-1 Master Note in the outstanding principal amount of \$90,000,000	Secured Series 2017 Bonds	Tenth Supplemental Master Trust Indenture
2024-1 Master Indenture Obligation in the commitment amount of \$50,000,000	Secured BANA Revolving Line of Credit	Twelfth Supplemental Master Trust Indenture
2024-2 Master Indenture Obligation in the original principal amount of \$205,230,000	Secured Series 2024 (Cleveland) Bonds	Thirteenth Supplemental Master Trust Indenture
2024-3 Master Indenture Obligation in the original principal amount of \$74,625,000	Secured Series 2024 (Dalton) Bonds	Fourteenth Supplemental Master Trust Indenture

APPENDIX E

FORMS OF BOND COUNSEL OPINIONS

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The Health and Educational Facilities Board of
the City of Cleveland, Tennessee
Cleveland, Tennessee

Hamilton Health Care System, Inc.
Dalton, Georgia

BofA Securities, Inc.
New York, New York

U.S. Bank Trust Company, National
Association, as trustee
Atlanta, Georgia

Re: \$205,230,000 The Health and Educational Facilities Board of the City of
Cleveland, Tennessee Revenue Bonds (Hamilton Health Care System, Inc.
Project), Series 2024A

To the Addressees:

We have acted as Bond Counsel to Hamilton Health Care System, Inc., a Georgia nonprofit corporation (“**HHCS**”) in connection with the issuance by The Health and Educational Facilities Board of the City of Cleveland, Tennessee (the “**Authority**”) of its \$205,230,000 in aggregate principal amount Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024A (the “**Series 2024A Bonds**”). We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion. In all such examinations, we have assumed the genuineness of signatures of original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

The Series 2024A Bonds are being issued pursuant to the laws of the State of Tennessee, specifically Title 48, Chapter 101, Part 3 of the Tennessee Code Annotated, as amended (the “**Act**”), a resolution of the Authority adopted on June 11, 2024, as supplemented on July 25, 2024, and a Bond Indenture, dated as of July 1, 2024 (the “**Bond Indenture**”), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “**Bond Trustee**”). The Series 2024A Bonds are being sold to BofA Securities, Inc. (the “**Underwriter**”) pursuant to a Purchase Contract, dated July 23, 2024 between the Authority and the Underwriter, and approved by HHCS.

The Series 2024A Bonds are being issued for the purpose of (i) financing a portion of the acquisition price of Tennova Healthcare – Cleveland located at 2305 Chambliss Avenue, NW, Cleveland, Tennessee 37311 and presently known as “Bradley Medical Center” (the “**Hospital**”), together with certain related businesses including medical office buildings, outpatient care facilities, physician practices and ancillary services and improvements thereto (collectively with the Hospital, the “**Bradley Medical Center Facilities**”); (ii) financing, in whole or in part, the cost of the acquisition, construction, installation and equipping of certain healthcare facilities, equipment and improvements at the Bradley Medical Center Facilities (clause (i) and (ii) are collectively referred to herein as, the “**Project**”); and (iii) paying certain costs of issuance of the Series 2024A Bonds.

The Authority and HHCS are entering into a Loan Agreement, dated as of July 1, 2024 (the “**Loan Agreement**”), under which the Authority has agreed to issue the Series 2024A Bonds and loan the proceeds of the sale thereof to HHCS for the purposes described above. The obligation of HHCS to repay such loan is evidenced by the 2024-2 Master Indenture Obligation, dated the date of this opinion (the “**2024-2 Master Indenture Obligation**”), under which HHCS has agreed to make payments sufficient to provide for the payment of the principal of, purchase price, redemption premium (if any) and interest on the Series 2024A Bonds as the same become due and payable.

The 2024-2 Master Indenture Obligation is issued and secured under the Master Trust Indenture, dated as of December 1, 1996 (the “**1996 Master Indenture**”), among HHCS, Hamilton Medical Center, Inc. (“**HMC**”) and U.S. Bank Trust Company, National Association, as master trustee (in such capacity, the “**Master Trustee**”), as supplemented by various supplemental indentures, including by the Thirteenth Supplemental Master Trust Indenture, dated as of July 1, 2024 (the “**Supplement No. 13**”), between HHCS, in its separate capacities as “Obligated Group Agent,” “Credit Group Representative,” and an “Obligated Group Member,” and the Master Trustee, relating to the issuance of the 2024-2 Master Indenture Obligation (the 1996 Master Indenture, as supplemented from time to time, the “**Original Master Indenture**”), which such Original Master Indenture shall be amended and restated in its entirety on the date of issuance of the Series 2024A Bonds by the Amended and Restated Master Trust Indenture, dated July 31, 2024 (the “**Restated Master Indenture**”), among HHCS, HMC, Bradley Medical Center, LLC (“**BMC**”) and VBMC, Inc. (“**VBMC**”) (collectively, the “**Obligated Group**” or individually an “**Obligated Group Member**”) and the Master Trustee (the Original Master Indenture as so amended and restated in its entirety on the date of issuance of the Series 2024A Bonds, the “**Master Indenture**”).

The Master Indenture authorizes the issuance from time to time, subject to the conditions in the Master Indenture, of “**Master Indenture Obligations.**” Under the Master Indenture, the Obligated Group Members have jointly and severally agreed to pay all payments due on the Master Indenture Obligations as the same become due and payable. To secure their payment obligations under the Master Indenture, each member of the Obligated Group has granted to the Master Trustee a security interest in Gross Receivables (as defined in the Master Indenture) to the extent the same may be pledged and a security interest granted therein under the Uniform Commercial Code of the State of Georgia and the State of Tennessee. Under the terms of the Master Indenture, additional obligations may be issued and secured thereunder from time to time in accordance with the terms of the Master Indenture which rank on a parity as to the lien on the trust estate created thereunder with the lien thereon created in favor of the 2024-2 Master Indenture Obligation. The Master Indenture permits additions to and withdrawals from the Obligated Group as described therein.

Under the Bond Indenture, the Authority has assigned to the Bond Trustee and pledged to the payment of the Series 2024A Bonds the trust estate for such series (the “**Trust Estate**”) which includes to (a) all moneys and securities held from time to time in any of the funds and accounts established under the Bond Indenture other than moneys and securities held for the payment of purchase price of tendered Series 2024A Bonds and the rebate fund, (b) the 2024-2

Master Indenture Obligation and all sums payable thereunder, (c) the Loan Agreement, together with the Loan Agreement itself (except certain rights reserved by the Authority) and all sums payable thereunder, and (d) any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security under the Bond Indenture by the Authority, HHCS or by anyone on their behalf to the Bond Trustee, including without limitation funds of HHCS held by the Bond Trustee as security for the Series 2024A Bonds.

Contemporaneously with the sale of the Series 2024A Bonds, the Dalton-Whitfield County Joint Development Authority (the “**Dalton Authority**” and, together with the Authority, the “**Authorities**”), is selling and issuing its \$74,625,000 in aggregate principal amount Dalton-Whitfield County Joint Development Authority Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024B (the “**Dalton Bonds**” and, together with the Series 2024A Bonds, the “**Composite Bonds**”), the proceeds of which are being loaned to HHCS to refinance certain improvements to the healthcare facilities of HHCS or its affiliates. Under the provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”), and applicable Treasury Regulations, the Composite Bonds may be deemed to be a single series of obligations for certain purposes under the Code and the applicable Treasury Regulations, and the exclusion from gross income for federal income tax purposes of the interest of each series of the Composite Bonds may be dependent on whether the interest on the other series of Composite Bonds is excluded from gross income for federal income tax purposes. We are delivering an opinion for the Dalton Bonds on the date hereof substantially to the same effect as this opinion.

The Series 2024A Bonds mature in the years, and bear interest at the respective interest rates per annum set forth in the Bond Indenture. The Series 2024A Bonds are subject to optional, extraordinary and mandatory sinking fund redemption in the amounts and on the terms specified in the Bond Indenture, and may be registered as transferred or exchanged as provided in the Bond Indenture.

As to questions of fact material to our opinion, we have relied upon (i) representations of the Authorities and HHCS, (ii) certified proceedings and other certifications of public officials furnished to us, (iii) certifications by officials of HHCS, and (iv) representations of HHCS relating to, among other things, the use of the proceeds of the Composite Bonds and the obligations refunded thereby, and the design, scope, function, cost and reasonably expected weighted average economic life of the facilities financed or refinanced with the proceeds of the Composite Bonds, without undertaking to verify the same by independent investigation.

In our capacity as Bond Counsel to HHCS, we have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement, dated July 23 (the “**Official Statement**”) relating to the Composite Bonds or any other offering material relating to the Composite Bonds, and we express no opinion relating thereto. We express no opinion as to compliance by the Authority or the Underwriter with any federal or state statute, rule or regulation which may be applicable to the offer or sale of the Series 2024A Bonds.

Based upon our examination, we are of the opinion, as of the date hereof and under existing law as follows:

1. The Authority is a duly created and validly existing public, nonprofit corporation of the State of Tennessee with full power and authority (a) to issue and sell the Series 2024A Bonds, (b) to loan the proceeds from the sale of the Series 2024A Bonds to HHCS for the purposes described in the Loan Agreement and (c) to execute, deliver and perform its obligations under the Bond Indenture, the Loan Agreement and the Purchase Contract.

2. The Bond Indenture, the Loan Agreement and the Purchase Contract have been duly authorized, executed and delivered by the Authority, and the Bond Indenture, the Purchase Contract and the Loan Agreement constitute valid and binding obligations of the Authority enforceable upon the Authority. The Bond Indenture creates a valid security interest or lien on the Trust Estate pledged under the Bond Indenture to the payment of the Series 2024A Bonds.

3. The Series 2024A Bonds have been duly authorized, executed and delivered by the Authority and are valid and binding limited obligations of the Authority, secured by the Bond Indenture and payable by the Authority solely from the Trust Estate pledged under the Bond Indenture to the payment of the Series 2024A Bonds.

4. Under existing statutes, rulings and court decisions, and under applicable regulations and proposed regulations, the interest on the Series 2024A Bonds (including any original issue discount properly allocable to a holder thereof) is not includable in gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel observes that interest on the Series 2024A Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. We express no opinion regarding any other federal tax consequences caused by the receipt or accrual of interest on, or ownership of, the Series 2024A Bonds. In rendering this opinion, we have assumed continuing compliance by the Authorities and HHCS with their respective covenants regarding certain requirements of the Code that must be satisfied subsequent to the issuance of the Composite Bonds in order that the interest on the Composite Bonds be, and continue to be, excluded from gross income for federal income tax purposes. Failure to comply with such covenants could cause interest on the Composite Bonds to be included in federal gross income retroactive to the date of issuance of the Composite Bonds.

5. Under existing laws of the State of Tennessee, the principal of and interest on the Series 2024A Bonds are exempt from taxation by the State of Tennessee or by any county, municipality or taxing district of the State of Tennessee, except for inheritance, transfer and estate taxes, and except to the extent included within the measure of franchise and excise taxes.

The rights of the owners of the Series 2024A Bonds and the enforceability of the Series 2024A Bonds, the Loan Agreement, the Bond Indenture and the Purchase Contract may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditor' rights generally and principles of equity applicable to the availability of specific

performance or other equitable relief. We express no opinion regarding any other tax consequences arising with respect to the receipt or accrual of interest on, or the ownership of, the Series 2024A Bonds other than as expressly set forth herein. This opinion speaks only as of its date, and we have not undertaken to notify you or any other person or entity of any changes in law or fact after the date of this opinion which might affect any of the opinions expressed herein.

Very truly yours,

MURRAY BARNES FINISTER LLP

By:

Dalton-Whitfield County Joint Development
Authority
Dalton, Georgia

Hamilton Health Care System, Inc.
Dalton, Georgia

BofA Securities, Inc.,
on behalf of itself and as representative of
TD Securities (USA), LLC
New York, New York

U.S. Bank Trust Company, National
Association, as trustee
Atlanta, Georgia

Re: \$74,625,000 Dalton-Whitfield County Joint Development Authority
Revenue Bonds (Hamilton Health Care System, Inc. Project), Series
2024B

To the Addressees:

We have acted as Bond Counsel to Hamilton Health Care System, Inc., a Georgia nonprofit corporation (“**HHCS**”) in connection with the issuance by Dalton-Whitfield County Joint Development Authority (the “**Authority**”) of its \$74,625,000 in aggregate principal amount Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024B (the “**Series 2024B Bonds**”). We have examined the law and such certified proceedings and other documents and materials as we have deemed necessary to render this opinion, including a copy of the validation proceeding concluded in the Superior Court of Whitfield County, Georgia, with respect to the Series 2024B Bonds and certain other obligations described therein. We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion. In all such examinations, we have assumed the genuineness of signatures of original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

The Series 2024B Bonds are being issued pursuant to the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62-1, *et seq.*), as amended (the “**Act**”), a resolution of the Authority adopted on May 21, 2024, as supplemented on July 23, 2024, and a Bond Indenture, dated as of July 1, 2024 (the “**Bond Indenture**”), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “**Bond Trustee**”). The Series 2024B Bonds are being sold to BofA Securities, Inc., on behalf of itself and as representative of TD Securities (USA), LLC (collectively, the “**Underwriters**”) pursuant to a Purchase Contract, dated July 23, 2024, between the Authority and the Underwriters, and approved by HHCS.

The Series 2024B Bonds are being issued for the purpose of (a) refunding all of the outstanding (i) Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2012B in the original aggregate principal amount of \$6,580,000 (the “**Series 2012B Bonds**”); (ii) Development Authority of the City of Dalton Revenue Bonds (Hamilton Health Care System), Series 2012C in the original aggregate principal amount of \$53,620,000 (the “**Series 2012C Bonds**”); and (iii) Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2022 in the original

aggregate principal amount of \$31,165,000 (the “**Series 2022 Bonds**” and, together with the Series 2012B Bonds and the Series 2012C Bonds, the “**Refunded Bonds**”); and (b) paying all or a portion of the costs of issuance of the Series 2024B Bonds.

The Authority and HHCS are entering into a Loan Agreement, dated as of July 1, 2024 (the “**Loan Agreement**”), under which the Authority has agreed to issue the Series 2024B Bonds and loan the proceeds of the sale thereof to HHCS for the purposes described above. The obligation of HHCS to repay such loan is evidenced by the 2024-3 Master Indenture Obligation, dated the date of this opinion (the “**2024-3 Master Indenture Obligation**”), under which HHCS has agreed to make payments sufficient to provide for the payment of the principal of, purchase price, redemption premium (if any) and interest on the Series 2024B Bonds as the same become due and payable.

The 2024-3 Master Indenture Obligation is issued and secured under the Master Trust Indenture, dated as of December 1, 1996 (the “**1996 Master Indenture**”), among HHCS, Hamilton Medical Center, Inc. (“**HMC**”) and U.S. Bank Trust Company, National Association, as master trustee (in such capacity, the “**Master Trustee**”), as supplemented by various supplemental indentures, including by the Fourteenth Supplemental Master Trust Indenture, dated as of July 1, 2024 (the “**Supplement No. 14**”), between HHCS, in its separate capacities as “Obligated Group Agent,” “Credit Group Representative,” and an “Obligated Group Member,” and the Master Trustee, relating to the issuance of the 2024-3 Master Indenture Obligation (the 1996 Master Indenture, as supplemented from time to time, the “**Original Master Indenture**”), which such Original Master Indenture shall be amended and restated in its entirety on the date of issuance of the Series 2024B Bonds by the Amended and Restated Master Trust Indenture, dated July 31, 2024 (the “**Restated Master Indenture**”), among HHCS, HMC, Bradley Medical Center, LLC (“**BMC**”) and VBMC, Inc. (“**VBMC**”) (collectively, the “**Obligated Group**” or individually an “**Obligated Group Member**”) and the Master Trustee (the Original Master Indenture as so amended and restated in its entirety on the date of issuance of the Series 2024B Bonds, the “**Master Indenture**”).

The Master Indenture authorizes the issuance from time to time, subject to the conditions in the Master Indenture, of “**Master Indenture Obligations.**” Under the Master Indenture, the Obligated Group Members have jointly and severally agreed to pay all payments due on the Master Indenture Obligations as the same become due and payable. To secure their payment obligations under the Master Indenture, each member of the Obligated Group has granted to the Master Trustee a security interest in Gross Receivables (as defined in the Master Indenture) to the extent the same may be pledged and a security interest granted therein under the Uniform Commercial Code of the State of Georgia and the State of Tennessee. Under the terms of the Master Indenture, additional obligations may be issued and secured thereunder from time to time in accordance with the terms of the Master Indenture which rank on a parity as to the lien on the trust estate created thereunder with the lien thereon created in favor of the 2024-3 Master Indenture Obligation. The Master Indenture permits additions to and withdrawals from the Obligated Group as described therein.

Under the Bond Indenture, the Authority has assigned to the Bond Trustee and pledged to the payment of the Series 2024B Bonds the trust estate for such series (the “**Trust Estate**”) which includes to (a) all moneys and securities held from time to time in any of the funds and accounts established under the Bond Indenture other than moneys and securities held for the payment of purchase price of tendered Series 2024B Bonds and the rebate fund, (b) the 2024-3 Master Indenture Obligation and all sums payable thereunder, (c) the Loan Agreement, together with the Loan Agreement itself (except certain rights reserved by the Authority) and all sums payable thereunder, and (d) any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security under the Bond Indenture by the Authority, HHCS or by anyone on their behalf to the Bond Trustee, including without limitation funds of HHCS held by the Bond Trustee as security for the Series 2024B Bonds.

Contemporaneously with the sale of the Series 2024B Bonds, The Health and Educational Facilities Board of the City of Cleveland, Tennessee (the “**Cleveland Authority**”) and, together with the Authority, the “**Authorities**”) is selling and issuing its The Health and Educational Facilities Board of the City of Cleveland, Tennessee Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024A in the aggregate principal amount of \$205,230,000 (the “**Cleveland Bonds**” and, together with the Series 2024B Bonds, the “**Composite Bonds**”), the proceeds of which are being loaned to HHCS to finance certain improvements to the healthcare facilities of HHCS or its affiliates. Under the provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”), and applicable Treasury Regulations, the Composite Bonds may be deemed to be a single series of obligations for certain purposes under the Code and the applicable Treasury Regulations, and the exclusion from gross income for federal income tax purposes of the interest of each series of the Composite Bonds may be dependent on whether the interest on the other series of Composite Bonds is excluded from gross income for federal income tax purposes. We are delivering an opinion for the Cleveland Bonds on the date hereof substantially to the same effect as this opinion.

The Series 2024B Bonds mature in the years, and bear interest at the respective interest rates per annum set forth in the Bond Indenture. The Series 2024B Bonds are subject to optional, extraordinary and mandatory sinking fund redemption in the amounts and on the terms specified in the Bond Indenture, and may be registered as transferred or exchanged as provided in the Bond Indenture.

As to questions of fact material to our opinion, we have relied upon (i) representations of the Authorities and HHCS, (ii) certified proceedings and other certifications of public officials furnished to us, (iii) certifications by officials of HHCS, and (iv) representations of HHCS relating to, among other things, the use of the proceeds of the Composite Bonds and the obligations refunded thereby, and the design, scope, function, cost and reasonably expected weighted average economic life of the facilities financed or refinanced with the proceeds of the Composite Bonds, without undertaking to verify the same by independent investigation.

In our capacity as Bond Counsel to HHCS, we have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement, dated July 23, 2024

(the “**Official Statement**”) relating to the Composite Bonds or any other offering material relating to the Composite Bonds, and we express no opinion relating thereto. We express no opinion as to compliance by the Authority or the Underwriters with any federal or state statute, rule or regulation which may be applicable to the offer or sale of the Series 2024B Bonds.

Based upon our examination, we are of the opinion, as of the date hereof and under existing law as follows:

1. The Authority is a duly created and validly existing public body corporate and politic of the State of Georgia with full power and authority (a) to issue and sell the Series 2024B Bonds, (b) to loan the proceeds from the sale of the Series 2024B Bonds to HHCS for the purposes described in the Loan Agreement and (c) to execute, deliver and perform its obligations under the Bond Indenture, the Loan Agreement and the Purchase Contract.

2. The Bond Indenture, the Loan Agreement and the Purchase Contract have been duly authorized, executed and delivered by the Authority, and the Bond Indenture, the Purchase Contract and the Loan Agreement constitute valid and binding obligations of the Authority enforceable upon the Authority. The Bond Indenture creates a valid security interest or lien on the Trust Estate pledged under the Bond Indenture to the payment of the Series 2024B Bonds.

3. The Series 2024B Bonds have been duly authorized, executed and delivered by the Authority and are valid and binding limited obligations of the Authority, secured by the Bond Indenture and payable by the Authority solely from the Trust Estate pledged under the Bond Indenture to the payment of the Series 2024B Bonds.

4. Under existing statutes, rulings and court decisions, and under applicable regulations and proposed regulations, the interest on the Series 2024B Bonds is not includable in gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel observes that interest on the Series 2024B Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. We express no opinion regarding any other federal tax consequences caused by the receipt or accrual of interest on, or ownership of, the Series 2024B Bonds. In rendering this opinion, we have assumed continuing compliance by the Authorities and HHCS with their respective covenants regarding certain requirements of the Code that must be satisfied subsequent to the issuance of the Composite Bonds in order that the interest on the Composite Bonds be, and continue to be, excluded from gross income for federal income tax purposes. Failure to comply with such covenants could cause interest on the Composite Bonds to be included in federal gross income retroactive to the date of issuance of the Composite Bonds.

5. Under existing statutes, the interest on the Series 2024B Bonds is exempt from all present State of Georgia income taxation.

The rights of the owners of the Series 2024B Bonds and the enforceability of the Series 2024B Bonds, the Loan Agreement, the Bond Indenture and the Purchase Contract may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting

creditor' rights generally and principles of equity applicable to the availability of specific performance or other equitable relief. We express no opinion regarding any other tax consequences arising with respect to the receipt or accrual of interest on, or the ownership of, the Series 2024B Bonds other than as expressly set forth herein. This opinion speaks only as of its date, and we have not undertaken to notify you or any other person or entity of any changes in law or fact after the date of this opinion which might affect any of the opinions expressed herein.

Very truly yours,

MURRAY BARNES FINISTER LLP

By:

APPENDIX F

FORMS OF DISCLOSURE AGREEMENTS

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CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking, dated July 31, 2024 (this “Disclosure Undertaking”), is executed and delivered by Hamilton Health Care System, Inc. (“HHCS”), on behalf of itself and as credit group representative (the “Credit Group Representative”) on behalf of the other Obligated Group Members (as defined below) in connection with the issuance of \$205,230,000 The Health and Educational Facilities Board of the City of Cleveland, Tennessee Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024A (the “Bonds”). The Bonds are being issued by The Health and Educational Facilities Board of the City of Cleveland, Tennessee (the “Issuer”) pursuant to a Bond Indenture dated as of July 1, 2024 (the “Indenture”) between the Issuer and U.S. Bank Trust Company, National Association, as bond trustee (the “Bond Trustee”). The proceeds of the Bonds are being loaned by the Issuer to HHCS pursuant to a Loan Agreement dated as of July 1, 2024 (the “Loan Agreement”) between the Issuer and HHCS. Capitalized terms used in this Disclosure Undertaking which are not otherwise defined in the Indenture shall have the respective meanings specified in Section 2 hereof. HHCS, on behalf of itself and as Credit Group Representative on behalf of the other Obligated Group Members, covenant and agree as follows:

SECTION 1 Purpose of this Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the Credit Group Representative for the benefit of the Beneficial Owners (as defined below) of the Bonds and in order to assist the Participating Underwriter (as defined below) in complying with the Rule (as defined below). The Credit Group Representative acknowledges that the Issuer has undertaken no responsibility, and shall not be required to undertake any responsibility, with respect to any reports, notices or disclosures required by or provided pursuant to this Disclosure Undertaking, and the Issuer shall have no liability to any person, including any Holder of the Bonds, with respect to any such reports, notices or disclosures.

SECTION 2 Definitions. The terms set forth below shall have the following meanings in this Disclosure Undertaking, unless the context clearly indicates otherwise:

“Annual Report” shall mean any Annual Report provided by the Credit Group Representative pursuant to and containing the information described in Sections 3 and 4 of this Disclosure Undertaking.

“Audited Financial Statements” shall mean, at the option of the Credit Group Representative, (i) special purpose financial statements of the Credit Group, or (ii) the consolidated audited financial statements of Hamilton Health Care System, Inc., with accompanying supplementary consolidating or combining schedules (hereinafter, the “Credit Group Financial Statements”). The Credit Group Financial Statements may include, at the option of the Credit Group Representative, the results of operations and financial position of “Immaterial Affiliates”, as defined in the Master Indenture, being affiliates that are not Credit Group Members whose combined or consolidated unrestricted net assets for their most recently completed fiscal year for which financial statements were available were equal to less than 15% of the combined or consolidated unrestricted net assets of the Credit Group as shown on the Credit Group Financial Statements, plus the unrestricted net assets of such affiliates as if they were Credit Group Members for such period, for the most recently completed Fiscal Year of the Credit Group. The results of operation and financial position of any Immaterial Affiliates may be included in the Credit Group Financial Statements as if such Immaterial Affiliates were Credit Group Members. The Credit Group Financial Statements shall be prepared in accordance with generally accepted accounting principles (except as otherwise provided in the notes thereto); provided, however, that the Obligated Group may from time to time, if required by federal or state legal requirements, modify the accounting principles to be followed in preparing its financial statements. The notice of any such modification required by Section 8(c) hereof shall include a reference to the specific federal or state law or regulation describing such accounting principles, or other description thereof.

“Beneficial Owner” shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds, including persons holding such Bonds through nominees, depositories or other intermediaries.

“Disclosure Representative” shall mean the Chief Financial Officer of the Credit Group Representative or his or her designee, or such other officer or employee as the Credit Group Representative shall designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean, on the date hereof, HHCS. HHCS may designate in writing a Dissemination Agent and cause such Dissemination Agent to file with the Trustee a written acceptance of such designation.

“Financial Obligation” shall mean “financial obligation” as such term is defined in the Rule, which definition, subject to certain exceptions, as of the date hereof defines Financial Obligation to mean (A) a debt obligation, (B) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (C) a guarantee of a financial obligation described in (A) or (B) of this clause. The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Quarter” shall mean any period of three consecutive months adopted by HHCS as its fiscal quarters for financial reporting purposes and shall initially mean the three month periods ending on September 30, December 31, March 31 and June 30.

“Fiscal Year” shall mean any period of twelve consecutive months adopted by HHCS as its fiscal year for financial reporting purposes and shall initially mean the period beginning on October 1 of each calendar year and ending on September 30 of the next calendar year.

“HHC System” shall mean Hamilton Health Care System, Inc. and its controlled affiliates.

“Holder” shall mean any registered owner of any Bond and any other person included in the definition of “Holder” in any Indenture.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Undertaking.

“Master Indenture” shall mean the Amended and Restated Master Indenture dated as of July __, 2024, among HHCS, Hamilton Medical Center, Inc., Bradley Medical Center, LLC, VBMC, Inc. and U.S. Bank Trust Company, National Association, as master trustee, as it may from time to time be supplemented, modified or amended in accordance with the terms hereof.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule.

“Obligated Group Member,” “Member” or “Obligated Group” means each Person that is obligated under the Master Indenture from and after the date upon which such Person joins the Obligated Group, but excluding any Person which withdraws from the Obligated Group to the extent and in accordance with the provisions of the Master Indenture, from and after the date of such withdrawal. As of the date of execution of this Disclosure Undertakings, the Obligated Group Members include HHCS, Hamilton Medical Center, Inc., Bradley Medical Center, LLC and VBMC, Inc.

“Official Statement” shall mean the Official Statement dated July 23, 2024 related to the Bonds.

“Participating Underwriter” shall mean BofA Securities, Inc.

“Person” shall have the meaning as set forth in the Master Indenture.

“Quarterly Report” shall mean any Quarterly Report provided by the Credit Group Representative pursuant to and as described in Sections 3 and 4 of this Disclosure Undertaking.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, as in effect on the date of this Disclosure Undertaking, including any official interpretations thereof issued either before or after the effective date of this Disclosure Undertaking which are applicable to this Disclosure Undertaking.

SECTION 3 Provision of Annual Reports and Quarterly Reports.

(a) The Credit Group Representative shall, or shall cause the Dissemination Agent to, not later than 150 days after the end of the Fiscal Year (which currently is September 30), commencing with the report for the Fiscal Year ending September 30, 2024, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the Audited Financial Statements may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if such Audited Financial Statements are not available by that date. If the Fiscal Year changes, the Credit Group Representative shall give notice of such change in the same manner as for a Listed Event.

(b) Not later than five (5) business days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Credit Group Representative shall provide the Annual Report to the Dissemination Agent. If by such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Disclosure Representative and determine if the Obligated Group is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall send a notice to the MSRB in substantially the form attached hereto as EXHIBIT A.

(d) The Dissemination Agent shall, upon providing the Annual Report to the MSRB, file a report with the Disclosure Representative certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, and stating the date it was provided.

(e) The Credit Group Representative shall, or shall cause the Dissemination Agent to, not later than 60 days after the end of each Fiscal Quarter, commencing with the Fiscal Quarter ending December 31, 2024, provide to the MSRB a Quarterly Report. On or prior to said filing date (except that in the event the Credit Group Representative elects to have the Dissemination Agent file such Quarterly Report, five (5) business days prior to such date) such Quarterly Report shall be provided by the Credit Group Representative to the Dissemination Agent together with either (i) a letter authorizing the Dissemination Agent to file the Quarterly Report with the MSRB, or (ii) a certificate stating that the Credit Group Representative has provided the Quarterly Report to the MSRB and the date on which such Quarterly Report was provided. In each case, the Quarterly Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Undertaking. The unaudited financial information shall include a consolidated

balance sheet and year-to-date statement of operations, presented on a basis substantially consistent with the form of the Audited Financial Statements.

SECTION 4 Content of Annual Reports and Quarterly Reports.

(a) The Annual Report shall contain or incorporate by reference the following:

(1) the Audited Financial Statements;

(2) if there has been a change in the accounting principles with respect to the Audited Financial Statements, the material required in Section 8(c) hereof;

(3) the information and data for the most recent fiscal year of the type included in APPENDIX A of the Official Statement as set forth under the headings:

(A) “HAMILTON MEDICAL CENTER AND GEORGIA OPERATIONS - Utilization Statistics”. HHC System may report the aforementioned “Utilization Statistics” on a consolidated basis or by each individual acute care facility that is a component of HHC System;

(B) “FINANCIAL INFORMATION FOR HHCS - Management Discussion”; and

(C) “FINANCIAL INFORMATION FOR HHCS – Payor Mix”; and

(4) calculations demonstrating the Historical Debt Service Coverage Ratio and the Days Cash on Hand of the Credit Group, each calculated as required by the Master Indenture.

The Annual Report shall contain a narrative explanation, if necessary to avoid misunderstanding, regarding the presentation of financial and operating data concerning the HHC System and the financial and operating condition of the HHC System; provided, however, that the references above to specific section headings of Appendix A of the Official Statement as a means of identification shall not prevent the Credit Group Representative from reorganizing such material in subsequent official statements.

(b) The Quarterly Report shall contain or incorporate by reference the following:

(1) quarterly unaudited financial statements of HHC System (including consolidated balance sheet and consolidated statement of operations and changes in net assets) and

(2) utilization statistics for HHC System for the preceding Fiscal Quarter as compared to the corresponding Fiscal Quarter for the prior Fiscal Year in a format similar to the table under “HAMILTON MEDICAL CENTER AND GEORGIA OPERATIONS - Utilization Statistics” in APPENDIX A to the Official Statement. HHC System may report the aforementioned “Utilization Statistics” on a consolidated basis or by each individual acute care facility that is a component of HHC System.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including financial statements provided under (a)(1) or (b) above, the Official Statement, or other official statements of debt issues with respect to which the Credit Group Representative is an “obligated person” (as defined by the Rule), which have been (i) made available to the public on the

MSRB's Electronic Municipal Markets Access ("EMMA") System, the current internet web address of which is www.emma.msrb.org, or (ii) filed with the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Credit Group Representative shall clearly identify each such other document so incorporated by reference.

(d) If for any reason the Audited Financial Statements are not available by the time the Annual Report is required to be filed pursuant to subsection 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement and the Audited Financial Statements shall be filed in the same manner as the Annual Report when they become available.

(e) The descriptions contained above of financial information and operating data to be included in the Annual Report and the Quarterly Report are of general categories of financial information and operating data. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided in lieu of such information. Any Annual Report or Quarterly Report containing modified financial information or operating data shall explain, in narrative form, the reasons for the modification and the impact of the modification on the type of financial information or operating data being provided.

SECTION 5 Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 5, the Credit Group Representative shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, within ten (10) business days after such occurrence:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership, or similar event of an obligated person (as defined in the Rule);

Note to clause (12): For the purposes of the event identified in clause (12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for a Member in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of such Member, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of such Member;

(13) the consummation of a merger, consolidation or acquisition involving an obligated person (as defined in the Rule) or the sale of all or substantially all of the assets of an obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) the appointment of a successor or additional trustee, or the change in the name of trustee, if material;

(15) incurrence of a Financial Obligation of a Member, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of a Member, any of which affect Bondholders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of a Member, any of which reflect financial difficulties.

(b) In the occurrence of a Listed Event, the Dissemination Agent, on behalf of the Credit Group Representative, shall file or cause to be filed with the MSRB a notice within ten (10) business days after such occurrence. If the Disclosure Representative determines that the Credit Group Representative failed to give notice as required by this Section, it shall promptly direct the Dissemination Agent to file a notice of such occurrence in the same manner.

(c) Any notice of a defeasance of Bonds shall state whether the Bonds have been escrowed to maturity or to an earlier redemption date and the timing of such maturity or redemption.

SECTION 6 Termination of Reporting Obligation.

(a) The Obligated Group's and the Dissemination Agent's obligations under this Disclosure Undertaking shall terminate upon legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs before the final maturity of the Bonds, the Credit Group Representative shall give notice of such termination in the same manner as for a Listed Event. If the Credit Group Representative's obligations under the Loan Agreement are assumed in full by some other entity, such entity shall be responsible for compliance with this Disclosure Undertaking in the same manner as if

it were the Credit Group Representative, and thereupon the original Credit Group Representative shall have no further responsibility hereunder. The obligations set forth in this Disclosure Undertaking of any Obligated Group Member shall be terminated if such Obligated Group Member shall no longer have any legal liability for any obligation or relating to repayment of the Bonds. Such Obligated Group Member shall give notice or cause the Credit Group Representative to give notice of such termination in a timely manner to the Disclosure Representative and the Dissemination Agent who shall provide notice thereof in a timely manner to the MSRB.

(b) This Disclosure Undertaking, or any provision hereof, shall be null and void in the event that (1) the Credit Group Representative delivers to the Bond Trustee and the Dissemination Agent an opinion of counsel, addressed to the Credit Group Representative, the Issuer and the Bond Trustee, to the effect that those portions of the Rule which require this Disclosure Undertaking, or such provision, as the case may be, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (2) the Dissemination Agent delivers copies of such opinion to (i) the MSRB, (ii) the Issuer, (iii) the Bond Trustee, and (iv) the Participating Underwriter. The Dissemination Agent shall deliver such opinion within one business day after receipt by the Dissemination Agent.

SECTION 7 Dissemination Agent The Credit Group Representative may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time by giving notice to the Disclosure Representative. If at any time there is not any other designated Dissemination Agent, whether due to the discharge or resignation of any Dissemination Agent, the Bond Trustee, if it shall agree, shall serve as the Dissemination Agent until such time as a new Dissemination Agent is designated and if the Bond Trustee shall not so agree, the Credit Group Representative shall serve as the Dissemination Agent.

SECTION 8 Amendment

(a) Notwithstanding any other provision of this Disclosure Undertaking, the Credit Group Representative and the Dissemination Agent may amend this Disclosure Undertaking (and the Dissemination Agent shall agree to any amendment not modifying or otherwise affecting its duties, obligations or liabilities in such a way as they are expanded or increased) and any provision of this Disclosure Undertaking may be waived, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Obligated Group or the type of business conducted thereby, or in connection with the delivery of a Replacement Master Indenture Obligation issued under a Replacement Master Indenture as provided in Section 7.03 of the Master Indenture, (2) this Disclosure Undertaking as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Undertaking, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) the Credit Group Representative shall have delivered an opinion of counsel, addressed to the Issuer, the Credit Group Representative, the Dissemination Agent and the Bond Trustee, to the same effect as set forth in clause (2) above, (4) either (i) the Credit Group Representative shall have delivered to the Issuer, the Bond Trustee and the Dissemination Agent an opinion of counsel unaffiliated with the Obligated Group (such as bond counsel) and acceptable to the Credit Group Representative, to the effect that the amendment does not materially impair the interests of the Holders of the Bonds or (ii) the Holders of the Bonds consent to the amendment to this Disclosure Undertaking pursuant to the same procedures as are required for amendments to the Indenture with consent of the Holders of the Bonds pursuant to the Indenture as in effect on the date of this Disclosure Undertaking, and

(5) the Credit Group Representative shall have delivered copies of such opinion(s) and amendment to the Issuer, the Bond Trustee and the MSRB. The Dissemination Agent may rely and act upon such opinions.

(b) To the extent any amendment to this Disclosure Undertaking results in a change in the type of financial information or operating data provided pursuant to this Disclosure Undertaking, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

(c) If an amendment is made pursuant to (a) hereof to the accounting principles to be followed by the Credit Group Representative in preparing its financial statements, the Annual Report for the fiscal year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative and, to the extent reasonably feasible, quantitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9 Additional Information Nothing in this Disclosure Undertaking shall be deemed to prevent the Obligated Group from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of the occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the Obligated Group chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the Obligated Group shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10 Default In the event of a failure of the Obligated Group or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, the Dissemination Agent may (and, at the request of a Participating Underwriter or the Holders of at least 25% in aggregate principal amount of Outstanding Bonds, shall), or any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Obligated Group or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an Event of Default under the Indenture, the Loan Agreement or the Master Trust Indenture, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Obligated Group or the Dissemination Agent to comply with this Disclosure Undertaking shall be an action to compel performance.

SECTION 11 Duties, Immunities, and Liabilities of Dissemination Agent

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking. The Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Obligated Group has provided such information to the Dissemination Agent as required by this Disclosure Undertaking. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notices made or given pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any information, disclosures or notices provided to it by the Obligated Group and shall not be deemed to be acting in any fiduciary capacity for the Obligated Group, Holders or Beneficial Owners of the Bonds or any other party. The Dissemination Agent shall have no responsibility for the Obligated Group's failure to report a Listed Event to the Dissemination Agent. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Obligated Group has complied with this

Disclosure Undertaking. The Dissemination Agent may conclusively rely upon certifications of the Obligated Group and the Credit Group Representative at all times.

THE OBLIGATED GROUP AGREES TO INDEMNIFY AND SAVE THE DISSEMINATION AGENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH THEY MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF THEIR POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE DISSEMINATION AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(b) The obligations of the Obligated Group under this Section shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the Bonds.

(c) Each of the Disclosure Representative, the Credit Group Representative or the Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and none of them shall incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The fees and expenses of such counsel shall be payable by the Obligated Group.

(d) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Undertaking shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

(e) This foregoing Section 11 is only applicable in the event the Credit Group Representative chooses to utilize a Dissemination Agent other than itself.

SECTION 12 Notices. Any notices or communications under this Disclosure Undertaking may be given as follows unless a different address or telephone number is provided for subsequent notices or communications.

*To the Obligated Group
or
any Member, in care of:* Hamilton Medical Center
1200 Memorial Drive
Dalton, Georgia 30722-1900
Attention: Julie Soekoro
Telephone: (706) 272-6115
Email: jsoekoro@hhcs.org

SECTION 13 Transmission of Notices, Documents and Information.

(a) Unless otherwise required by the MSRB, all notices, documents and information provided to the MSRB pursuant to this Disclosure Undertaking shall be provided through EMMA, the current internet web address of which is [www.emma.msrb.org](http://emma.msrb.org).

(b) All notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through EMMA, currently located at <http://emma.msrb.org>.

SECTION 14 Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Obligated Group, the Disclosure Representative, the Dissemination Agent, the Participating Underwriter, the Holders and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15 Governing Law. This Disclosure Undertaking shall be governed by the laws of the State of Georgia and by applicable federal laws.

SECTION 16 Additional Disclosure Obligations. The Obligated Group acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10(b)(5) promulgated under the Securities Exchange Act of 1934, may apply to the Obligated Group and that, under some circumstances, compliance with this Disclosure Undertaking without additional disclosures or other action may not fully discharge all duties and obligations of the Obligated Group under such laws.

IN WITNESS WHEREOF, this Disclosure Undertaking has been executed on behalf of the Obligated Group by its duly authorized representative as of the date first written above.

HAMILTON HEALTH CARE SYSTEM, INC.,
on behalf of itself and as Credit Group Representative,
on behalf of the other Obligated Group Members

By: _____
Name:
Title:

EXHIBIT A

FORM OF NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issue: \$205,230,000 The Health and Educational Facilities Board of the City of
Cleveland, Tennessee Revenue Bonds (Hamilton Health Care System, Inc.
Project), Series 2024A

Date of Issuance: July 31, 2024

NOTICE IS HEREBY GIVEN that Hamilton Health Care System, Inc. (the “Credit Group Representative”), has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Underact dated July 31, 2024. The Obligated Group anticipates that the Annual Report will be filed by _____.

Dated: _____

Hamilton Health Care System, Inc.,
as Dissemination Agent

By [form only; no signature required]

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CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking, dated July 31, 2024 (this “Disclosure Undertaking”), is executed and delivered by Hamilton Health Care System, Inc. (“HHCS”), on behalf of itself and as credit group representative (the “Credit Group Representative”) on behalf of the other Obligated Group Members (as defined below) in connection with the issuance of \$74,625,000 Dalton-Whitfield County Joint Development Authority Revenue Bonds (Hamilton Health Care System, Inc. Project), Series 2024B (the “Bonds”). The Bonds are being issued by The Health and Educational Facilities Board of the City of Cleveland, Tennessee (the “Issuer”) pursuant to a Bond Indenture dated as of July 1, 2024 (the “Indenture”) between the Issuer and U.S. Bank Trust Company, National Association, as bond trustee (the “Bond Trustee”). The proceeds of the Bonds are being loaned by the Issuer to HHCS pursuant to a Loan Agreement dated as of July 1, 2024 (the “Loan Agreement”) between the Issuer and HHCS. Capitalized terms used in this Disclosure Undertaking which are not otherwise defined in the Indenture shall have the respective meanings specified in Section 2 hereof. HHCS, on behalf of itself and as Credit Group Representative on behalf of the other Obligated Group Members, covenant and agree as follows:

SECTION 1 Purpose of this Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the Credit Group Representative for the benefit of the Beneficial Owners (as defined below) of the Bonds and in order to assist the Participating Underwriter (as defined below) in complying with the Rule (as defined below). The Credit Group Representative acknowledges that the Issuer has undertaken no responsibility, and shall not be required to undertake any responsibility, with respect to any reports, notices or disclosures required by or provided pursuant to this Disclosure Undertaking, and the Issuer shall have no liability to any person, including any Holder of the Bonds, with respect to any such reports, notices or disclosures.

SECTION 2 Definitions. The terms set forth below shall have the following meanings in this Disclosure Undertaking, unless the context clearly indicates otherwise:

“Annual Report” shall mean any Annual Report provided by the Credit Group Representative pursuant to and containing the information described in Sections 3 and 4 of this Disclosure Undertaking.

“Audited Financial Statements” shall mean, at the option of the Credit Group Representative, (i) special purpose financial statements of the Credit Group, or (ii) the consolidated audited financial statements of Hamilton Health Care System, Inc., with accompanying supplementary consolidating or combining schedules (hereinafter, the “Credit Group Financial Statements”). The Credit Group Financial Statements may include, at the option of the Credit Group Representative, the results of operations and financial position of “Immaterial Affiliates”, as defined in the Master Indenture, being affiliates that are not Credit Group Members whose combined or consolidated unrestricted net assets for their most recently completed fiscal year for which financial statements were available were equal to less than 15% of the combined or consolidated unrestricted net assets of the Credit Group as shown on the Credit Group Financial Statements, plus the unrestricted net assets of such affiliates as if they were Credit Group Members for such period, for the most recently completed Fiscal Year of the Credit Group. The results of operation and financial position of any Immaterial Affiliates may be included in the Credit Group Financial Statements as if such Immaterial Affiliates were Credit Group Members. The Credit Group Financial Statements shall be prepared in accordance with generally accepted accounting principles (except as otherwise provided in the notes thereto); provided, however, that the Obligated Group may from time to time, if required by federal or state legal requirements, modify the accounting principles to be followed in preparing its financial statements. The notice of any such modification required by Section 8(c) hereof shall include a reference to the specific federal or state law or regulation describing such accounting principles, or other description thereof.

“Beneficial Owner” shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds, including persons holding such Bonds through nominees, depositories or other intermediaries.

“Disclosure Representative” shall mean the Chief Financial Officer of the Credit Group Representative or his or her designee, or such other officer or employee as the Credit Group Representative shall designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean, on the date hereof, HHCS. HHCS may designate in writing a Dissemination Agent and cause such Dissemination Agent to file with the Trustee a written acceptance of such designation.

“Financial Obligation” shall mean “financial obligation” as such term is defined in the Rule, which definition, subject to certain exceptions, as of the date hereof defines Financial Obligation to mean (A) a debt obligation, (B) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (C) a guarantee of a financial obligation described in (A) or (B) of this clause. The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Quarter” shall mean any period of three consecutive months adopted by HHCS as its fiscal quarters for financial reporting purposes and shall initially mean the three month periods ending on September 30, December 31, March 31 and June 30.

“Fiscal Year” shall mean any period of twelve consecutive months adopted by HHCS as its fiscal year for financial reporting purposes and shall initially mean the period beginning on October 1 of each calendar year and ending on September 30 of the next calendar year.

“HHC System” shall mean Hamilton Health Care System, Inc. and its controlled affiliates.

“Holder” shall mean any registered owner of any Bond and any other person included in the definition of “Holder” in any Indenture.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Undertaking.

“Master Indenture” shall mean the Amended and Restated Master Indenture dated as of July __, 2024, among HHCS, Hamilton Medical Center, Inc., Bradley Medical Center, LLC, VBMC, Inc. and U.S. Bank Trust Company, National Association, as master trustee, as it may from time to time be supplemented, modified or amended in accordance with the terms hereof.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule.

“Obligated Group Member,” “Member” or “Obligated Group” means each Person that is obligated under the Master Indenture from and after the date upon which such Person joins the Obligated Group, but excluding any Person which withdraws from the Obligated Group to the extent and in accordance with the provisions of the Master Indenture, from and after the date of such withdrawal. As of the date of execution of this Disclosure Undertakings, the Obligated Group Members include HHCS, Hamilton Medical Center, Inc., Bradley Medical Center, LLC and VBMC, Inc.

“Official Statement” shall mean the Official Statement dated July 23, 2024 related to the Bonds.

“Participating Underwriter” shall mean BofA Securities, Inc.

“Person” shall have the meaning as set forth in the Master Indenture.

“Quarterly Report” shall mean any Quarterly Report provided by the Credit Group Representative pursuant to and as described in Sections 3 and 4 of this Disclosure Undertaking.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, as in effect on the date of this Disclosure Undertaking, including any official interpretations thereof issued either before or after the effective date of this Disclosure Undertaking which are applicable to this Disclosure Undertaking.

SECTION 3 Provision of Annual Reports and Quarterly Reports.

(a) The Credit Group Representative shall, or shall cause the Dissemination Agent to, not later than 150 days after the end of the Fiscal Year (which currently is September 30), commencing with the report for the Fiscal Year ending September 30, 2024, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the Audited Financial Statements may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if such Audited Financial Statements are not available by that date. If the Fiscal Year changes, the Credit Group Representative shall give notice of such change in the same manner as for a Listed Event.

(b) Not later than five (5) business days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Credit Group Representative shall provide the Annual Report to the Dissemination Agent. If by such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Disclosure Representative and determine if the Obligated Group is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall send a notice to the MSRB in substantially the form attached hereto as EXHIBIT A.

(d) The Dissemination Agent shall, upon providing the Annual Report to the MSRB, file a report with the Disclosure Representative certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, and stating the date it was provided.

(e) The Credit Group Representative shall, or shall cause the Dissemination Agent to, not later than 60 days after the end of each Fiscal Quarter, commencing with the Fiscal Quarter ending December 31, 2024, provide to the MSRB a Quarterly Report. On or prior to said filing date (except that in the event the Credit Group Representative elects to have the Dissemination Agent file such Quarterly Report, five (5) business days prior to such date) such Quarterly Report shall be provided by the Credit Group Representative to the Dissemination Agent together with either (i) a letter authorizing the Dissemination Agent to file the Quarterly Report with the MSRB, or (ii) a certificate stating that the Credit Group Representative has provided the Quarterly Report to the MSRB and the date on which such Quarterly Report was provided. In each case, the Quarterly Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Undertaking. The unaudited financial information shall include a consolidated

balance sheet and year-to-date statement of operations, presented on a basis substantially consistent with the form of the Audited Financial Statements.

SECTION 4 Content of Annual Reports and Quarterly Reports.

(a) The Annual Report shall contain or incorporate by reference the following:

(1) the Audited Financial Statements;

(2) if there has been a change in the accounting principles with respect to the Audited Financial Statements, the material required in Section 8(c) hereof;

(3) the information and data for the most recent fiscal year of the type included in APPENDIX A of the Official Statement as set forth under the headings:

(A) “HAMILTON MEDICAL CENTER AND GEORGIA OPERATIONS - Utilization Statistics”. HHC System may report the aforementioned “Utilization Statistics” on a consolidated basis or by each individual acute care facility that is a component of HHC System;

(B) “FINANCIAL INFORMATION FOR HHCS - Management Discussion”; and

(C) “FINANCIAL INFORMATION FOR HHCS – Payor Mix”; and

(4) calculations demonstrating the Historical Debt Service Coverage Ratio and the Days Cash on Hand of the Credit Group, each calculated as required by the Master Indenture.

The Annual Report shall contain a narrative explanation, if necessary to avoid misunderstanding, regarding the presentation of financial and operating data concerning the HHC System and the financial and operating condition of the HHC System; provided, however, that the references above to specific section headings of Appendix A of the Official Statement as a means of identification shall not prevent the Credit Group Representative from reorganizing such material in subsequent official statements.

(b) The Quarterly Report shall contain or incorporate by reference the following:

(1) quarterly unaudited financial statements of HHC System (including consolidated balance sheet and consolidated statement of operations and changes in net assets) and

(2) utilization statistics for HHC System for the preceding Fiscal Quarter as compared to the corresponding Fiscal Quarter for the prior Fiscal Year in a format similar to the table under “HAMILTON MEDICAL CENTER AND GEORGIA OPERATIONS - Utilization Statistics” in APPENDIX A to the Official Statement. HHC System may report the aforementioned “Utilization Statistics” on a consolidated basis or by each individual acute care facility that is a component of HHC System.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including financial statements provided under (a)(1) or (b) above, the Official Statement, or other official statements of debt issues with respect to which the Credit Group Representative is an “obligated person” (as defined by the Rule), which have been (i) made available to the public on the

MSRB's Electronic Municipal Markets Access ("EMMA") System, the current internet web address of which is www.emma.msrb.org, or (ii) filed with the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Credit Group Representative shall clearly identify each such other document so incorporated by reference.

(d) If for any reason the Audited Financial Statements are not available by the time the Annual Report is required to be filed pursuant to subsection 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement and the Audited Financial Statements shall be filed in the same manner as the Annual Report when they become available.

(e) The descriptions contained above of financial information and operating data to be included in the Annual Report and the Quarterly Report are of general categories of financial information and operating data. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided in lieu of such information. Any Annual Report or Quarterly Report containing modified financial information or operating data shall explain, in narrative form, the reasons for the modification and the impact of the modification on the type of financial information or operating data being provided.

SECTION 5 Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 5, the Credit Group Representative shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, within ten (10) business days after such occurrence:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership, or similar event of an obligated person (as defined in the Rule);

Note to clause (12): For the purposes of the event identified in clause (12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for a Member in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of such Member, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of such Member;

(13) the consummation of a merger, consolidation or acquisition involving an obligated person (as defined in the Rule) or the sale of all or substantially all of the assets of an obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) the appointment of a successor or additional trustee, or the change in the name of trustee, if material;

(15) incurrence of a Financial Obligation of a Member, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of a Member, any of which affect Bondholders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of a Member, any of which reflect financial difficulties.

(b) In the occurrence of a Listed Event, the Dissemination Agent, on behalf of the Credit Group Representative, shall file or cause to be filed with the MSRB a notice within ten (10) business days after such occurrence. If the Disclosure Representative determines that the Credit Group Representative failed to give notice as required by this Section, it shall promptly direct the Dissemination Agent to file a notice of such occurrence in the same manner.

(c) Any notice of a defeasance of Bonds shall state whether the Bonds have been escrowed to maturity or to an earlier redemption date and the timing of such maturity or redemption.

SECTION 6 Termination of Reporting Obligation.

(a) The Obligated Group's and the Dissemination Agent's obligations under this Disclosure Undertaking shall terminate upon legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs before the final maturity of the Bonds, the Credit Group Representative shall give notice of such termination in the same manner as for a Listed Event. If the Credit Group Representative's obligations under the Loan Agreement are assumed in full by some other entity, such entity shall be responsible for compliance with this Disclosure Undertaking in the same manner as if

it were the Credit Group Representative, and thereupon the original Credit Group Representative shall have no further responsibility hereunder. The obligations set forth in this Disclosure Undertaking of any Obligated Group Member shall be terminated if such Obligated Group Member shall no longer have any legal liability for any obligation or relating to repayment of the Bonds. Such Obligated Group Member shall give notice or cause the Credit Group Representative to give notice of such termination in a timely manner to the Disclosure Representative and the Dissemination Agent who shall provide notice thereof in a timely manner to the MSRB.

(b) This Disclosure Undertaking, or any provision hereof, shall be null and void in the event that (1) the Credit Group Representative delivers to the Bond Trustee and the Dissemination Agent an opinion of counsel, addressed to the Credit Group Representative, the Issuer and the Bond Trustee, to the effect that those portions of the Rule which require this Disclosure Undertaking, or such provision, as the case may be, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (2) the Dissemination Agent delivers copies of such opinion to (i) the MSRB, (ii) the Issuer, (iii) the Bond Trustee, and (iv) the Participating Underwriter. The Dissemination Agent shall deliver such opinion within one business day after receipt by the Dissemination Agent.

SECTION 7 Dissemination Agent The Credit Group Representative may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time by giving notice to the Disclosure Representative. If at any time there is not any other designated Dissemination Agent, whether due to the discharge or resignation of any Dissemination Agent, the Bond Trustee, if it shall agree, shall serve as the Dissemination Agent until such time as a new Dissemination Agent is designated and if the Bond Trustee shall not so agree, the Credit Group Representative shall serve as the Dissemination Agent.

SECTION 8 Amendment

(a) Notwithstanding any other provision of this Disclosure Undertaking, the Credit Group Representative and the Dissemination Agent may amend this Disclosure Undertaking (and the Dissemination Agent shall agree to any amendment not modifying or otherwise affecting its duties, obligations or liabilities in such a way as they are expanded or increased) and any provision of this Disclosure Undertaking may be waived, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Obligated Group or the type of business conducted thereby, or in connection with the delivery of a Replacement Master Indenture Obligation issued under a Replacement Master Indenture as provided in Section 7.03 of the Master Indenture, (2) this Disclosure Undertaking as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Undertaking, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) the Credit Group Representative shall have delivered an opinion of counsel, addressed to the Issuer, the Credit Group Representative, the Dissemination Agent and the Bond Trustee, to the same effect as set forth in clause (2) above, (4) either (i) the Credit Group Representative shall have delivered to the Issuer, the Bond Trustee and the Dissemination Agent an opinion of counsel unaffiliated with the Obligated Group (such as bond counsel) and acceptable to the Credit Group Representative, to the effect that the amendment does not materially impair the interests of the Holders of the Bonds or (ii) the Holders of the Bonds consent to the amendment to this Disclosure Undertaking pursuant to the same procedures as are required for amendments to the Indenture with consent of the Holders of the Bonds pursuant to the Indenture as in effect on the date of this Disclosure Undertaking, and

(5) the Credit Group Representative shall have delivered copies of such opinion(s) and amendment to the Issuer, the Bond Trustee and the MSRB. The Dissemination Agent may rely and act upon such opinions.

(b) To the extent any amendment to this Disclosure Undertaking results in a change in the type of financial information or operating data provided pursuant to this Disclosure Undertaking, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

(c) If an amendment is made pursuant to (a) hereof to the accounting principles to be followed by the Credit Group Representative in preparing its financial statements, the Annual Report for the fiscal year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative and, to the extent reasonably feasible, quantitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9 Additional Information Nothing in this Disclosure Undertaking shall be deemed to prevent the Obligated Group from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of the occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the Obligated Group chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the Obligated Group shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10 Default In the event of a failure of the Obligated Group or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, the Dissemination Agent may (and, at the request of a Participating Underwriter or the Holders of at least 25% in aggregate principal amount of Outstanding Bonds, shall), or any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Obligated Group or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an Event of Default under the Indenture, the Loan Agreement or the Master Trust Indenture, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Obligated Group or the Dissemination Agent to comply with this Disclosure Undertaking shall be an action to compel performance.

SECTION 11 Duties, Immunities, and Liabilities of Dissemination Agent

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking. The Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Obligated Group has provided such information to the Dissemination Agent as required by this Disclosure Undertaking. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notices made or given pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any information, disclosures or notices provided to it by the Obligated Group and shall not be deemed to be acting in any fiduciary capacity for the Obligated Group, Holders or Beneficial Owners of the Bonds or any other party. The Dissemination Agent shall have no responsibility for the Obligated Group's failure to report a Listed Event to the Dissemination Agent. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Obligated Group has complied with this

Disclosure Undertaking. The Dissemination Agent may conclusively rely upon certifications of the Obligated Group and the Credit Group Representative at all times.

THE OBLIGATED GROUP AGREES TO INDEMNIFY AND SAVE THE DISSEMINATION AGENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH THEY MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF THEIR POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE DISSEMINATION AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(b) The obligations of the Obligated Group under this Section shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the Bonds.

(c) Each of the Disclosure Representative, the Credit Group Representative or the Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and none of them shall incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The fees and expenses of such counsel shall be payable by the Obligated Group.

(d) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Undertaking shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

(e) This foregoing Section 11 is only applicable in the event the Credit Group Representative chooses to utilize a Dissemination Agent other than itself.

SECTION 12 Notices. Any notices or communications under this Disclosure Undertaking may be given as follows unless a different address or telephone number is provided for subsequent notices or communications.

*To the Obligated Group
or
any Member, in care of:* Hamilton Medical Center
1200 Memorial Drive
Dalton, Georgia 30722-1900
Attention: Julie Soekoro
Telephone: (706) 272-6115
Email: jsoekoro@hhcs.org

SECTION 13 Transmission of Notices, Documents and Information.

(a) Unless otherwise required by the MSRB, all notices, documents and information provided to the MSRB pursuant to this Disclosure Undertaking shall be provided through EMMA, the current internet web address of which is [www.emma.msrb.org](http://emma.msrb.org).

(b) All notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through EMMA, currently located at <http://emma.msrb.org>.

SECTION 14 Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Obligated Group, the Disclosure Representative, the Dissemination Agent, the Participating Underwriter, the Holders and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15 Governing Law. This Disclosure Undertaking shall be governed by the laws of the State of Georgia and by applicable federal laws.

SECTION 16 Additional Disclosure Obligations. The Obligated Group acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10(b)(5) promulgated under the Securities Exchange Act of 1934, may apply to the Obligated Group and that, under some circumstances, compliance with this Disclosure Undertaking without additional disclosures or other action may not fully discharge all duties and obligations of the Obligated Group under such laws.

IN WITNESS WHEREOF, this Disclosure Undertaking has been executed on behalf of the Obligated Group by its duly authorized representative as of the date first written above.

HAMILTON HEALTH CARE SYSTEM, INC.,
on behalf of itself and as Credit Group Representative,
on behalf of the other Obligated Group Members

By: _____
Name:
Title:

EXHIBIT A

FORM OF NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issue: \$74,625,000 Dalton-Whitfield County Joint Development Authority Revenue
Bonds (Hamilton Health Care System, Inc. Project), Series 2024B

Date of Issuance: July 31, 2024

NOTICE IS HEREBY GIVEN that Hamilton Health Care System, Inc. (the "Credit Group Representative"), has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Underact dated July 31, 2024. The Obligated Group anticipates that the Annual Report will be filed by _____.

Dated: _____

Hamilton Health Care System, Inc.,
as Dissemination Agent

By [form only; no signature required]

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APPENDIX G

INFORMATION REGARDING BOOK-ENTRY ONLY SYSTEM

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INFORMATION REGARDING BOOK-ENTRY ONLY SYSTEM

Information concerning DTC and the Book-Entry Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Issuers, the Underwriters, the Bond Trustee or HHCS.

Series 2024 Bonds in Book-Entry Form

The DTC, New York, New York, will act as securities depository for the Series 2024 Bonds. The Series 2024 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each series and maturity of the Series 2024 Bonds, in the aggregate principal amount of such Series 2024 Bonds, and will be deposited with DTC.

DTC and its Participants

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("*Direct Participants*") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("*DTCC*"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("*Indirect Participants*"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Offered Bond on DTC's records. The ownership interest of each actual purchaser of each Offered Bond ("*Beneficial Owner*") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2024 Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be

requested by an authorized representative of DTC. The deposit of Series 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2024 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024 Bonds, such as redemptions, defaults and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2024 Bonds may wish to ascertain that the nominee holding the Series 2024 Bonds of a series for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the applicable Bond Trustee and request that notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2024 Bonds within a series and maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the respective Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of the principal of, premium, if any, and interest on, the Series 2024 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the respective Issuer or the related Bond Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the related Bond Trustee, or the respective Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of the principal of, premium, if any, and interest on the Series 2024 Bonds of a series to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the related Bond Trustee, or the respective Issuer, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2024 Bonds of a series at any time by giving reasonable notice to the related Bond Trustee or the respective Issuer. Under such circumstances, in the event that a successor depository is not obtained, bond certificates are required to be printed and delivered.

Each Issuer may decide to discontinue use of the System of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates are required to be printed and delivered to DTC.

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Hamilton

Health Care System



Mixed Sources
Product group from well managed
forests, controlled sources and
recycled wood or fibres.

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