

outstanding Refunding Revenue Certificate (South Georgia Medical Center Project), Series 2010 (the "Series 2010 Refunding Certificate"), currently outstanding in the principal amount equal to \$4,300,000; (iii) refund the Authority's outstanding Revenue Certificate (South Georgia Medical Center Project), Series 2010 (the "Series 2010 Equipment Certificate"), currently outstanding in the principal amount equal to \$2,200,000; and (iv) pay the costs of issuance of the Series 2019A Certificates and (b) issue \$[] in aggregate principal amount of Hospital Authority of Valdosta and Lowndes County, Georgia Taxable Refunding Revenue Certificates (South Georgia Medical Center Project), Series 2019B (the "Series 2019B Certificates" and, together with the Series 2019A Certificate, the "Series 2019 Certificate"), the proceeds of which will be applied to (i) advance refund or defease the outstanding balance of the Authority's Revenue Certificates (South Georgia Medical Center Project), Series 2011B (the "Series 2011B Certificates"), currently outstanding in the aggregate principal amount equal to \$139,475,000; and (ii) pay the costs of issuance of the Series 2019B Certificates; and

WHEREAS, the Authority has determined that the issuance of the Series 2019 Certificates would further the purposes for which the Authority was created and promote the public health and welfare of citizens of the County; and

WHEREAS, the Series 2019 Certificates will mature, bear interest and be subject to redemption as set forth in Schedule I attached to this Contract; and

WHEREAS, as additional security for the payment of the Series 2019 Certificates, the Authority and the County propose to enter into this Intergovernmental Contract (the "Contract"), under which the Authority will agree, inter alia, to issue the Series 2019 Certificates, and the County will agree, inter alia, to make payments to the Trustee sufficient to insure the payment of the principal of and interest on the Series 2019 Certificates in the event and to the extent the revenues and other moneys of or held in trust for the benefit of the Authority are insufficient for such purpose as provided in this Contract;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth, the County and the Authority DO HEREBY AGREE, as follows:

1.

This Contract shall become effective upon the date of issuance and delivery of the Series 2019 Certificates and shall continue in effect until the principal and the interest on the Series 2019 Certificates shall have been fully paid or shall be deemed to have been fully paid pursuant to the provisions of the Certificate Indenture. In no event shall the term of this Contract extend for more than forty (40) years.