

The Authority agrees as follows:

(a) For the purpose of (i) refunding all of the outstanding Series 2007 Certificates, (ii) refunding the outstanding Series 2010 Refunding Certificate, (iii) refunding the outstanding Series 2010 Equipment Certificate, and (iv) paying all or a portion of the costs of issuing the Series 2019 Certificates, the Authority will issue the Series 2019A Certificates in the aggregate principal amount of \$[_____], bearing interest at the interest rates and maturing or subject to redemption as specified in Schedule I attached hereto. For the purpose of (i) advance refunding or defeasing the outstanding balance of the Series 2011B Certificates, and (ii) paying all or a portion of the costs of issuing the Series 2019B Certificates, the Authority will issue the Series 2019B Certificates in the aggregate principal amount of \$[_____], bearing interest at the interest rates and maturing or subject to redemption as specified in Schedule I attached hereto. Upon receipt of the proceeds from the sale of the Series 2019 Certificates, the Authority shall deposit such proceeds in accordance with the provisions of the Certificate Indenture.

(b) At all times thereafter during the term of this Contract the Authority shall maintain and operate the facilities and services of the Authority for use by the residents of the County and shall maintain and have available services and facilities to accommodate the Indigent Sick Persons of the County requiring Medical Care and Hospitalization. The maintenance and operation of the facilities and services of the Authority for use by the residents of the County and the Medical Care and Hospitalization which the Authority shall provide to such Indigent Sick Persons shall be provided without cost to the County except for the payments which the County has agreed to make pursuant to the provisions of paragraph 3(a) of this Contract and except as otherwise may be required by law.

(c) The Authority shall operate, maintain and repair the Hospital as economically as possible consistent (in the judgment of Authority so long as the Authority is responsible for the operation of the Hospital) with good business practice in similar hospitals, and all moneys, revenues and receipts arising out of or in connection with its ownership and operation of the Hospital shall be held and applied in the manner and order specified in the Master Trust Indenture, dated as of _____ 1, 2019 (the "Master Trust Indenture"), between the Authority and the Regions Bank, as Master Trustee, a copy of which has been furnished to the County. Pursuant to the Master Trust Indenture, the Authority will issue its Master Note in the principal amount of \$[_____] (the "Master Note") to provide for the payment of the Series 2019 Certificates. The Authority agrees to cause to be deposited in the Sinking Fund referred to in paragraph (f) below, on a timely basis, the amounts due under the Master Note.

(d) The Trustee shall pay the principal of and the interest on the Series 2019 Certificates as provided by and in accordance with the Certificate Indenture as the same become due and payable.

(e) The Authority shall maintain or cause to be maintained complete and accurate records concerning the Medical Care and Hospitalization of patients and the administrative,