

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. APPROVAL OF AGENDA
6. PUBLIC COMMENTS
Speakers limited to three (3) minutes each.
7. BUSINESS SESSION

- 7.I. Resolution For The First Supplement To Intergovernmental Contract With The Carroll City-Hospital Authority

Consideration of Resolution of the Board of Commissioners of Carroll County, Georgia to Approve the Execution and Delivery of the First Supplement to Intergovernmental Contract with the Carroll City – County Hospital Authority; to identify the annual principal and interest requirements on the Series 2016B Certificates which are the subject of such intergovernmental contract; to ratify the provisions of the original intergovernmental contract between such Hospital Authority and Carroll County; to ratify the use and distribution of a Preliminary Official statement and approve the use of an Official Statement with respect to certain revenue anticipation certificates of the Hospital Authority; to approve the execution and delivery of a certificate purchase agreement and continuing disclosure agreement relating to such revenue anticipation certificates.

Documents:

[RESOLUTION ON THE SERIES 2016B CERTIFICATES.PDF](#)

- 7.II. First Supplement To Intergovernmental Contract

Consideration of First Supplement to Intergovernmental Contract with the Carroll City-County Hospital Authority for the proposed issuance of the Authority's Revenue Anticipation Certificates (approved 08/02/2016).

Documents:

[FIRST SUPPLEMENT TO INTERGOVERNMENTAL CONTRACT WITH CARROLL CITY COUNTY HOSPITAL AUTHORITY.PDF](#)

8. ADJOURNMENT

RESOLUTION OF THE BOARD OF COMMISSIONERS OF CARROLL COUNTY, GEORGIA TO APPROVE THE EXECUTION AND DELIVERY OF THE FIRST SUPPLEMENT TO INTERGOVERNMENTAL CONTRACT WITH THE CARROLL CITY-COUNTY HOSPITAL AUTHORITY; TO IDENTIFY THE ANNUAL PRINCIPAL AND INTEREST REQUIREMENTS ON THE SERIES 2016B CERTIFICATES WHICH ARE THE SUBJECT OF SUCH INTERGOVERNMENTAL CONTRACT; TO RATIFY THE PROVISIONS OF THE ORIGINAL INTERGOVERNMENTAL CONTRACT BETWEEN SUCH HOSPITAL AUTHORITY AND CARROLL COUNTY; TO RATIFY THE USE AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVE THE USE OF AN OFFICIAL STATEMENT WITH RESPECT TO CERTAIN REVENUE ANTICIPATION CERTIFICATES OF THE HOSPITAL AUTHORITY; TO APPROVE THE EXECUTION AND DELIVERY OF A CERTIFICATE PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT RELATING TO SUCH REVENUE ANTICIPATION CERTIFICATES; TO RATIFY THE PROVISIONS OF CERTAIN PRIOR RESOLUTIONS; AND FOR OTHER PURPOSES

WHEREAS, pursuant to a resolution of The Carroll-City County Hospital Authority (the "Authority") adopted on July 11, 2016 (the "Bond Resolution"), the Authority has determined to issue The Carroll-City County Hospital Authority Revenue Anticipation Certificates (Tanner Medical Center, Inc. Project) from time to time in one or more series in the aggregate principal amount outstanding at any time of not to exceed \$42,500,000 (the "Certificates"); and

WHEREAS, Carroll County (the "County") and the Authority have previously entered into a Contract, dated as of August 1, 2016 (the "Original Contract"), approved by the County on August 2, 2016, pursuant to which the Authority has agreed to provide, or cause to be provided, certain indigent care and medical services to the County, and the County has agreed, subject to the terms of the Original Contract, to pay amounts to the Authority or its assignee which will be sufficient if necessary, together with other moneys available to the Authority from Tanner Medical Center, Inc. ("TMC"), to pay amounts due on, among other obligations, a maximum of \$42,500,000 in original aggregate principal amount of the Certificates, and which amounts will be pledged to secure the payment of the Certificates; and

WHEREAS, TMC has requested that the Authority issue "The Carroll-City County Hospital Authority Revenue Anticipation Certificates (Tanner Medical Center, Inc. Project), Series 2016B" (the "Series 2016B Certificates") in the aggregate principal amount of \$36,855,000 for the purpose of (i) refunding the portion of the Authority's Revenue Anticipation Certificates (Tanner Medical Center, Inc. Project), Series 2010 maturing on or after July 1, 2021 allocable to the financing of the 2010 Project (the "Refunded Series 2010 Certificates"), and (ii) paying costs of issuance of the Series 2016B Certificates; and

WHEREAS, the County proposes to authorize the execution, performance and delivery of the First Supplement to Intergovernmental Contract (the "First Supplement") to identify the

Series 2016B Certificates as secured by the Original Contract with all the rights, benefits and securities granted thereunder, to identify the principal and interest requirements on the Series 2016B Certificates and to provide for other related matters; and

WHEREAS, the County proposes to authorize the execution, performance and delivery of a Certificate Purchase Agreement, to be dated September 1, 2016 (the "Certificate Purchase Agreement"), relating to the sale of the Series 2016B Certificates by the Authority to Raymond James & Associates, Inc. (the "Underwriter"); and

WHEREAS, in connection with the offering of the Series 2016B Certificates, the County proposes to ratify and approve, to the extent of the information relating to the County therein, the Preliminary Official Statement, dated August 22, 2016 relating to the Series 2016B Certificates (the "Preliminary Official Statement"), and to approve, to the extent of the information relating to the County therein, an Official Statement relating to the Series 2016B Certificates (the "Official Statement"); and

WHEREAS, the County proposes to authorize the execution, performance and delivery of a Continuing Disclosure Agreement (the "Disclosure Agreement") by and among TMC, the County and Raymond James & Associates, Inc., as dissemination agent;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CARROLL COUNTY (THE "BOARD") AS FOLLOWS:

Section 1. The First Supplement to Intergovernmental Contract. The execution, delivery and performance by the Chairman of the Board and County Clerk of the First Supplement is hereby authorized and approved. Such First Supplement shall be in substantially the form attached hereto as Exhibit "A," subject to such changes, insertions and omissions as may be approved by the Chairman or Vice Chairman and Clerk executing the same, and the execution of the First Supplement by the Chairman or Vice Chairman and Clerk as herein authorized shall be conclusive evidence of such approval.

Section 2. Approval of Preliminary Official Statement and Official Statement Information Relating to the County. The Chairman of the Board and County Clerk are hereby authorized to execute and deliver on behalf of the County such certificates or letters of representation as may be necessary or convenient relating to the information concerning the County in the Preliminary Official Statement and Official Statement of the Authority relating to the Series 2016B Certificates, and the Preliminary Official Statement, to the extent of the information relating to the County therein, is hereby ratified and approved, and Official Statement, to the extent of the information relating to the County therein, is hereby approved. The use and distribution of the Preliminary Official Statement and Official Statement by the Authority and the Underwriter of the Series 2016B Certificates in connection with the sale of the Series 2016B Certificates is hereby ratified and approved. The execution by the Chairman of the Board of the Official Statement is hereby authorized and approved and the execution of the Official Statement by the Chairman as herein authorized shall be conclusive evidence of such approval.

Section 3. Certificate Purchase Agreement. The execution, delivery and performance by the Chairman of the Board and County Clerk of the Certificate Purchase Agreement is hereby authorized and approved. Such Certificate Purchase Agreement shall be in substantially the form presented to the Board at this meeting, subject to such changes, insertions and omissions as may be approved by the Chairman and Clerk executing the same, and the execution of the Certificate Purchase Agreement by the Chairman and Clerk as herein authorized shall be conclusive evidence of such approval.

Section 4. Identification of Principal and Interest Requirements on Series 2016B Certificates. The annual principal and interest requirements on the Series 2016B Certificates shall be as set forth in the Official Statement and in the First Supplement.

Section 5. Disclosure Agreement. The execution, delivery and performance by the Chairman of the Board of the Disclosure Agreement is hereby authorized and approved. Such Disclosure Agreement shall be in substantially the form presented to the Board at this meeting, subject to such changes, insertions and omissions as may be approved by the Chairman executing the same, and the execution of the First Amendment by the Chairman as herein authorized shall be conclusive evidence of such approval.

Section 6. Additional Actions. From and after the date of adoption of this resolution, the Chairman of the Board and County Clerk are hereby authorized and empowered to take such other actions and to execute for and on behalf of the County all such agreements, certificates, affidavits and other documents as may be necessary or desirable in connection with the execution and delivery by the County of the First Supplement, the issuance and sale of the Series 2016B Certificates and the effectuation of the matters contemplated by this Resolution.

Section 7. Ratification of Prior Actions; Repealing Clause. The terms and provisions of the Original Contract and all actions of the County previously taken with respect thereto, are hereby ratified and reaffirmed except to the extent specifically modified or supplemented by this resolution and by the execution of the First Supplement as contemplated herein. All resolutions or parts thereof of the Board of Commissioners of Carroll County in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this 1st day of September, 2016.

BOARD OF COMMISSIONERS OF
CARROLL COUNTY

By: _____
Marty W. Smith, Chairman
Board of Commissioners

(SEAL)

Attest

Susan Mabry, County Clerk

FIRST SUPPLEMENT TO INTERGOVERNMENTAL CONTRACT

This **FIRST SUPPLEMENT TO INTERGOVERNMENTAL CONTRACT** (this "First Supplement") is entered into as of the 1st day of September, 2016, between **CARROLL COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the "County"), and **THE CARROLL CITY-COUNTY HOSPITAL AUTHORITY**, a body corporate and politic and an instrumentality of the State of Georgia (the "Authority").

WHEREAS, pursuant to a resolution of the Authority adopted on July 11, 2016 (the "Bond Resolution"), the Authority has authorized the issuance of The Carroll City-County Hospital Authority Revenue Anticipation Certificates (Tanner Medical Center, Inc. Project) from time to time in one or more series in the aggregate principal amount outstanding at any time of not to exceed \$42,500,000 (the "Certificates"); and

WHEREAS, the County and the Authority have previously entered into an Intergovernmental Contract, dated as of August 1, 2016 (the "Original Contract"), and approved on August 2, 2016 by the Carroll County Board of Commissioners, pursuant to which the Authority has agreed to provide, or cause to be provided, certain indigent care and medical services to the County, and the County has agreed, subject to the terms of the Original Contract, to pay amounts to the Authority or its assignee which will be sufficient, together with other moneys available to the Authority from Tanner Medical Center, Inc., a Georgia nonprofit corporation ("TMC"), to pay amounts due on, the Certificates, and which contract payments from the County will be pledged to secure the payment of the Certificates; and

WHEREAS, pursuant to a supplemental resolution of the Authority adopted on August 30, 2016 (the "Supplemental Resolution"), the Authority has determined to issue the Certificates in the form of a single series of Certificates to be designated as "The Carroll City-County Hospital Authority Revenue Anticipation Certificates (Tanner Medical Center, Inc. Project), Series 2016B" (the "Series 2016B Certificates") in the aggregate principal amount of \$36,855,000 for the purpose of (i) refunding the portion of the Series 2010 Certificates maturing on or after July 1, 2021 allocable to the financing of the 2010 Project (the "Refunded Series 2010 Certificates"), and (ii) paying costs of issuance of the Series 2016B Certificates; and

WHEREAS, the Series 2016B Certificates shall be issued under a Trust Indenture, dated as of September 1, 2016 (the "Certificate Indenture"), between the Authority and Regions Bank, as trustee (in such capacity, the "Trustee"); and

WHEREAS, the proceeds of the Series 2016B Certificates shall be loaned to TMC pursuant to a Loan Agreement, dated as of September 1, 2016 (the "Agreement"), for the purposes described above; and

WHEREAS, the County and the Authority propose to enter into this First Supplement to identify the Series 2016B Certificates as secured by the Original Contract with all the rights, benefits and securities granted thereunder and to provide for other related matters;

NOW THEREFORE, in consideration of the premises and the undertakings set forth in this First Supplement, the parties hereto agree as follows:

1.

Defined terms used herein that are not otherwise defined herein shall have the meaning given to them in the Original Contract.

2.

This First Supplement shall become effective upon the date of issuance of the Series 2016B Certificates and shall continue in effect until the date when the principal of and the interest on all of the Series 2016B Certificates identified hereunder shall have been fully paid or shall be deemed to have been fully paid (within the meaning of the Certificate Indenture); but in no event shall the term of the Original Contract, as supplemented by this First Supplement, extend for more than 40 years past the effective date of the Original Contract.

3.

The Series 2016B Certificates are hereby identified as Certificates secured by the Original Contract and shall have, and be entitled to, all the rights, benefits and securities granted thereunder. The Series 2016B Certificates shall mature and be subject to mandatory sinking fund redemption, and shall bear interest and shall be sold at the respective issue prices as set forth on Exhibit A attached hereto and made a part hereof.

4.

On or before the 10th Business Day (as defined in the Certificate Indenture) prior to each Interest Payment Date (as defined in the Certificate Indenture) or optional payment date, the Authority shall deposit, or shall cause to be deposited with the Trustee a sum that will equal the principal (if any) and interest on the Series 2016B Certificates (as defined herein) that will become due on the next succeeding Interest Payment Date or optional redemption date with respect to the Series 2016B Certificates. Should the Authority fail to make such deposit or fail to cause such deposit to be made, the Authority shall provide, or shall cause to be provided, to the County written notice of such failure to deposit no later than the fifth Business Day prior to such Interest Payment Date or optional payment date and any other notice as set forth in the Original Contract.

On or before the fifth Business Day prior to an Interest Payment Date or an optional payment date, the County shall pay directly to the Trustee an amount of money equal to the amount of principal (if any) and interest which will become due and payable with respect to the Series 2016B Certificates on the applicable Interest Payment Date or optional payment date, less any money on hand in and having been deposited to the Sinking Fund by or on behalf of the Authority and available for the payment of such principal (if any) and interest coming due and payable on such Interest Payment Date or optional payment date.

If on any such fifth Business Day prior to an Interest Payment Date or optional payment date, payment in the amount required pursuant to the provisions of this Section 4 shall not be

paid by the County for any reason, any deficiency shall constitute a continuing obligation of the County and if not paid prior to the next succeeding interest payment date, it shall be added to any amount of money otherwise required to be paid pursuant to the provisions of this Section 4 on such next succeeding Interest Payment Date or optional payment date.

5.

Amounts required to be paid under Section 4 of this First Supplement may be paid from any funds lawfully available to the County for such purpose. The County has agreed in the Original Contract to levy a tax pursuant to the Original Contract (and subject to the limit therein) to the extent required to provide funds to make such payments and the payments required under other agreements, similar to the Original Contract, between the County and the Authority.

6.

The Authority hereby agrees that it shall not consent to any amendment of the Certificate Indenture which reduces the length of time between any date on which a payment of principal, redemption premium or interest on the Series 2016B Certificates is due and the date on which the County is required to deposit any amounts pursuant to this Contract.

7.

The parties hereto agree that this First Supplement may not be amended or modified except in writing by the parties hereto, and except in accordance with the provisions of the Indenture relating to amendments to the Contract.

8.

Except to the extent expressly modified or supplemented by this First Supplement, the terms and provisions of the Original Contract are hereby ratified and reaffirmed, and the Original Contract, as supplemented by this First Supplement, shall be taken and construed as one and the same instrument.

9.

This First Supplement may be executed in multiple counterparts, each of which shall be an original and all of which shall be regarded as a single agreement.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have cause this First Supplement to Intergovernmental Contract to be executed as of the day and year first above written.

CARROLL COUNTY, GEORGIA

By: _____
Marty W. Smith, Chairman, Board of
Commissioners

(SEAL)

Attest:

Susan Mabry, County Clerk

**THE CARROLL CITY-COUNTY HOSPITAL
AUTHORITY**

By: _____
Chairman

(SEAL)

Attest:

Secretary

Exhibit A

Series 2016B Certificates

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call	Dollar Price
								Price	
07:01/2017	Serial Coupon	3.000%	0.580%	405,000.00	101.834%	-	-	-	412,427.70
07:01/2018	Serial Coupon	3.000%	0.720%	80,000.00	103.982%	-	-	-	83,185.60
07:01/2019	Serial Coupon	3.000%	0.820%	80,000.00	105.938%	-	-	-	84,750.40
07:01/2020	Serial Coupon	4.000%	0.920%	85,000.00	111.359%	-	-	-	94,655.15
07:01/2021	Serial Coupon	5.000%	1.050%	1,170,000.00	118.295%	-	-	-	1,384,051.50
07:01/2022	Serial Coupon	5.000%	1.230%	1,235,000.00	120.903%	-	-	-	1,493,152.05
07:01/2023	Serial Coupon	5.000%	1.370%	1,290,000.00	123.362%	-	-	-	1,591,369.80
07:01/2024	Serial Coupon	5.000%	1.490%	1,360,000.00	125.633%	-	-	-	1,708,608.80
07:01/2025	Serial Coupon	5.000%	1.610%	1,430,000.00	127.594%	-	-	-	1,824,594.20
07:01/2026	Serial Coupon	5.000%	1.730%	1,500,000.00	129.250%	-	-	-	1,938,750.00
07:01/2027	Serial Coupon	2.000%	2.080%	1,575,000.00	99.230%	-	-	-	1,562,872.50
07:01/2028	Serial Coupon	2.000%	2.190%	1,610,000.00	98.038%	-	-	-	1,578,411.80
07:01/2029	Serial Coupon	5.000%	2.010%	1,640,000.00	126.378% c	2.563%	07:01/2026	100.000%	2,072,599.20
07:01/2030	Serial Coupon	4.000%	2.310%	1,720,000.00	114.690% c	2.713%	07:01/2026	100.000%	1,972,668.00
07:01/2031	Serial Coupon	4.000%	2.390%	1,800,000.00	113.940% c	2.837%	07:01/2026	100.000%	2,050,920.00
07:01/2032	Serial Coupon	4.000%	2.460%	1,875,000.00	113.288% c	2.940%	07:01/2026	100.000%	2,124,150.00
07:01/2033	Serial Coupon	4.000%	2.510%	1,950,000.00	112.825% c	3.019%	07:01/2026	100.000%	2,200,087.50
07:01/2034	Serial Coupon	4.000%	2.560%	2,035,000.00	112.364% c	3.090%	07:01/2026	100.000%	2,286,607.40
07:01/2035	Serial Coupon	4.000%	2.590%	2,115,000.00	112.089% c	3.142%	07:01/2026	100.000%	2,370,682.35
07:01/2036	Serial Coupon	4.000%	2.620%	2,205,000.00	111.814% c	3.189%	07:01/2026	100.000%	2,465,498.70
07:01/2037	Serial Coupon	4.000%	2.640%	2,295,000.00	111.632% c	3.227%	07:01/2026	100.000%	2,561,954.40
07:01/2040	Term 1 Coupon	3.000%	3.067%	7,400,000.00	98.875%	-	-	-	7,316,750.00
Total	-	-	-	\$36,855,000.00	-	-	-	-	\$41,178,747.05

Optional Redemption

The Series 2016B Certificates maturing on or after July 1, 2027 may be redeemed prior to their respective maturities at the option of TMC, either in whole or in part at any time (in such order of maturities as may be specified by TMC) on or after July 1, 2026 in the manner and subject to the provisions of the Indenture, at a redemption price of par, together with accrued interest to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2016B Certificates maturing on July 1, 2040 are subject to mandatory sinking fund redemption on July 1, 2038 and on each July 1 thereafter, in accordance with the table below, at a redemption price equal to the principal amount of each Series 2016B Certificate (or portion thereof) to be redeemed plus accrued interest to the date fixed for redemption, in the following principal amounts and on the dates set forth below (the July 1, 2040 amount to be paid rather than redeemed):

<u>July 1 of the Year</u>	<u>Principal Amount</u>
2038	\$2,390,000
2039	2,465,000
2040	2,545,000

CLERK'S CERTIFICATE

I, the undersigned Clerk of Carroll County, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution of the Board of Commissioners of Carroll County duly adopted on September 1, 2016, at a meeting which was duly called and assembled which was open to the public and at which a quorum was present and acting throughout, and that the original of such Resolution appears of record in the Minute Book of the Board of Commissioners which is in my custody and control.

Given under my hand and seal of Carroll County, this 1st day of September, 2016.

Susan Mabry, County Clerk

(SEAL)

FIRST SUPPLEMENT TO INTERGOVERNMENTAL CONTRACT

This **FIRST SUPPLEMENT TO INTERGOVERNMENTAL CONTRACT** (this "First Supplement") is entered into as of the 1st day of September, 2016, between **CARROLL COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the "County"), and **THE CARROLL CITY-COUNTY HOSPITAL AUTHORITY**, a body corporate and politic and an instrumentality of the State of Georgia (the "Authority").

WHEREAS, pursuant to a resolution of the Authority adopted on July 11, 2016 (the "Bond Resolution"), the Authority has authorized the issuance of The Carroll City-County Hospital Authority Revenue Anticipation Certificates (Tanner Medical Center, Inc. Project) from time to time in one or more series in the aggregate principal amount outstanding at any time of not to exceed \$42,500,000 (the "Certificates"); and

WHEREAS, the County and the Authority have previously entered into an Intergovernmental Contract, dated as of August 1, 2016 (the "Original Contract"), and approved on August 2, 2016 by the Carroll County Board of Commissioners, pursuant to which the Authority has agreed to provide, or cause to be provided, certain indigent care and medical services to the County, and the County has agreed, subject to the terms of the Original Contract, to pay amounts to the Authority or its assignee which will be sufficient, together with other moneys available to the Authority from Tanner Medical Center, Inc., a Georgia nonprofit corporation ("TMC"), to pay amounts due on, the Certificates, and which contract payments from the County will be pledged to secure the payment of the Certificates; and

WHEREAS, pursuant to a supplemental resolution of the Authority adopted on August 30, 2016 (the "Supplemental Resolution"), the Authority has determined to issue the Certificates in the form of a single series of Certificates to be designated as "The Carroll City-County Hospital Authority Revenue Anticipation Certificates (Tanner Medical Center, Inc. Project), Series 2016B" (the "Series 2016B Certificates") in the aggregate principal amount of \$36,855,000 for the purpose of (i) refunding the portion of the Series 2010 Certificates maturing on or after July 1, 2021 allocable to the financing of the 2010 Project (the "Refunded Series 2010 Certificates"), and (ii) paying costs of issuance of the Series 2016B Certificates; and

WHEREAS, the Series 2016B Certificates shall be issued under a Trust Indenture, dated as of September 1, 2016 (the "Certificate Indenture"), between the Authority and Regions Bank, as trustee (in such capacity, the "Trustee"); and

WHEREAS, the proceeds of the Series 2016B Certificates shall be loaned to TMC pursuant to a Loan Agreement, dated as of September 1, 2016 (the "Agreement"), for the purposes described above; and

WHEREAS, the County and the Authority propose to enter into this First Supplement to identify the Series 2016B Certificates as secured by the Original Contract with all the rights, benefits and securities granted thereunder and to provide for other related matters;

NOW THEREFORE, in consideration of the premises and the undertakings set forth in this First Supplement, the parties hereto agree as follows:

1.

Defined terms used herein that are not otherwise defined herein shall have the meaning given to them in the Original Contract.

2.

This First Supplement shall become effective upon the date of issuance of the Series 2016B Certificates and shall continue in effect until the date when the principal of and the interest on all of the Series 2016B Certificates identified hereunder shall have been fully paid or shall be deemed to have been fully paid (within the meaning of the Certificate Indenture); but in no event shall the term of the Original Contract, as supplemented by this First Supplement, extend for more than 40 years past the effective date of the Original Contract.

3.

The Series 2016B Certificates are hereby identified as Certificates secured by the Original Contract and shall have, and be entitled to, all the rights, benefits and securities granted thereunder. The Series 2016B Certificates shall mature and be subject to mandatory sinking fund redemption, and shall bear interest and shall be sold at the respective issue prices as set forth on Exhibit A attached hereto and made a part hereof.

4.

On or before the 10th Business Day (as defined in the Certificate Indenture) prior to each Interest Payment Date (as defined in the Certificate Indenture) or optional payment date, the Authority shall deposit, or shall cause to be deposited with the Trustee a sum that will equal the principal (if any) and interest on the Series 2016B Certificates (as defined herein) that will become due on the next succeeding Interest Payment Date or optional redemption date with respect to the Series 2016B Certificates. Should the Authority fail to make such deposit or fail to cause such deposit to be made, the Authority shall provide, or shall cause to be provided, to the County written notice of such failure to deposit no later than the fifth Business Day prior to such Interest Payment Date or optional payment date and any other notice as set forth in the Original Contract.

On or before the fifth Business Day prior to an Interest Payment Date or an optional payment date, the County shall pay directly to the Trustee an amount of money equal to the amount of principal (if any) and interest which will become due and payable with respect to the Series 2016B Certificates on the applicable Interest Payment Date or optional payment date, less any money on hand in and having been deposited to the Sinking Fund by or on behalf of the Authority and available for the payment of such principal (if any) and interest coming due and payable on such Interest Payment Date or optional payment date.

If on any such fifth Business Day prior to an Interest Payment Date or optional payment date, payment in the amount required pursuant to the provisions of this Section 4 shall not be

paid by the County for any reason, any deficiency shall constitute a continuing obligation of the County and if not paid prior to the next succeeding interest payment date, it shall be added to any amount of money otherwise required to be paid pursuant to the provisions of this Section 4 on such next succeeding Interest Payment Date or optional payment date.

5.

Amounts required to be paid under Section 4 of this First Supplement may be paid from any funds lawfully available to the County for such purpose. The County has agreed in the Original Contract to levy a tax pursuant to the Original Contract (and subject to the limit therein) to the extent required to provide funds to make such payments and the payments required under other agreements, similar to the Original Contract, between the County and the Authority.

6.

The Authority hereby agrees that it shall not consent to any amendment of the Certificate Indenture which reduces the length of time between any date on which a payment of principal, redemption premium or interest on the Series 2016B Certificates is due and the date on which the County is required to deposit any amounts pursuant to this Contract.

7.

The parties hereto agree that this First Supplement may not be amended or modified except in writing by the parties hereto, and except in accordance with the provisions of the Indenture relating to amendments to the Contract.

8.

Except to the extent expressly modified or supplemented by this First Supplement, the terms and provisions of the Original Contract are hereby ratified and reaffirmed, and the Original Contract, as supplemented by this First Supplement, shall be taken and construed as one and the same instrument.

9.

This First Supplement may be executed in multiple counterparts, each of which shall be an original and all of which shall be regarded as a single agreement.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have cause this First Supplement to Intergovernmental Contract to be executed as of the day and year first above written.

CARROLL COUNTY, GEORGIA

By: _____
Marty W. Smith, Chairman, Board of
Commissioners

(SEAL)

Attest:

Susan Mabry, County Clerk

**THE CARROLL CITY-COUNTY HOSPITAL
AUTHORITY**

By: _____
Chairman

(SEAL)

Attest:

Secretary

Exhibit A

Series 2016B Certificates

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call	Dollar Price
								Price	
07/01/2017	Serial Coupon	3.000%	0.580%	405,000.00	101.834%	-	-	-	412,427.70
07/01/2018	Serial Coupon	3.000%	0.720%	80,000.00	103.982%	-	-	-	83,185.60
07/01/2019	Serial Coupon	3.000%	0.820%	80,000.00	105.938%	-	-	-	84,750.40
07/01/2020	Serial Coupon	4.000%	0.920%	85,000.00	111.359%	-	-	-	94,655.15
07/01/2021	Serial Coupon	5.000%	1.050%	1,170,000.00	118.295%	-	-	-	1,384,051.50
07/01/2022	Serial Coupon	5.000%	1.230%	1,235,000.00	120.903%	-	-	-	1,493,152.05
07/01/2023	Serial Coupon	5.000%	1.370%	1,290,000.00	123.362%	-	-	-	1,591,369.80
07/01/2024	Serial Coupon	5.000%	1.490%	1,360,000.00	125.633%	-	-	-	1,708,608.80
07/01/2025	Serial Coupon	5.000%	1.610%	1,430,000.00	127.594%	-	-	-	1,824,594.20
07/01/2026	Serial Coupon	5.000%	1.730%	1,500,000.00	129.250%	-	-	-	1,938,750.00
07/01/2027	Serial Coupon	2.000%	2.080%	1,575,000.00	99.230%	-	-	-	1,562,872.50
07/01/2028	Serial Coupon	2.000%	2.190%	1,610,000.00	98.038%	-	-	-	1,578,411.80
07/01/2029	Serial Coupon	5.000%	2.010%	1,640,000.00	126.378%	e 2.563%	07/01/2026	100.000%	2,072,599.20
07/01/2030	Serial Coupon	4.000%	2.310%	1,720,000.00	114.690%	e 2.713%	07/01/2026	100.000%	1,972,668.00
07/01/2031	Serial Coupon	4.000%	2.390%	1,800,000.00	113.940%	e 2.837%	07/01/2026	100.000%	2,050,920.00
07/01/2032	Serial Coupon	4.000%	2.460%	1,875,000.00	113.288%	e 2.940%	07/01/2026	100.000%	2,124,150.00
07/01/2033	Serial Coupon	4.000%	2.510%	1,950,000.00	112.825%	e 3.019%	07/01/2026	100.000%	2,200,087.50
07/01/2034	Serial Coupon	4.000%	2.560%	2,035,000.00	112.364%	e 3.090%	07/01/2026	100.000%	2,286,607.40
07/01/2035	Serial Coupon	4.000%	2.590%	2,115,000.00	112.089%	e 3.142%	07/01/2026	100.000%	2,370,682.35
07/01/2036	Serial Coupon	4.000%	2.620%	2,205,000.00	111.814%	e 3.189%	07/01/2026	100.000%	2,465,498.70
07/01/2037	Serial Coupon	4.000%	2.640%	2,295,000.00	111.632%	e 3.227%	07/01/2026	100.000%	2,561,954.40
07/01/2040	Term 1 Coupon	3.000%	3.067%	7,400,000.00	98.875%	-	-	-	7,316,750.00
Total	-	-	-	\$36,855,000.00	-	-	-	-	\$41,178,747.05

Optional Redemption

The Series 2016B Certificates maturing on or after July 1, 2027 may be redeemed prior to their respective maturities at the option of TMC, either in whole or in part at any time (in such order of maturities as may be specified by TMC) on or after July 1, 2026 in the manner and subject to the provisions of the Indenture, at a redemption price of par, together with accrued interest to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2016B Certificates maturing on July 1, 2040 are subject to mandatory sinking fund redemption on July 1, 2038 and on each July 1 thereafter, in accordance with the table below, at a redemption price equal to the principal amount of each Series 2016B Certificate (or portion thereof) to be redeemed plus accrued interest to the date fixed for redemption, in the following principal amounts and on the dates set forth below (the July 1, 2040 amount to be paid rather than redeemed):

<u>July 1 of the Year</u>	<u>Principal Amount</u>
2038	\$2,390,000
2039	2,465,000
2040	2,545,000

CLERK'S CERTIFICATE

I, the undersigned Clerk of Carroll County, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution of the Board of Commissioners of Carroll County duly adopted on September 1, 2016, at a meeting which was duly called and assembled which was open to the public and at which a quorum was present and acting throughout, and that the original of such Resolution appears of record in the Minute Book of the Board of Commissioners which is in my custody and control.

Given under my hand and seal of Carroll County, this 1st day of September, 2016.

Susan Mabry, County Clerk

(SEAL)