

ALACHUA COUNTY HEALTH
FACILITIES AUTHORITY

Exhibit “A-1”

Resolution #2013-3

RESOLUTION 2013-3

AN INDUCEMENT RESOLUTION OF THE ALACHUA COUNTY HEALTH FACILITIES AUTHORITY REGARDING THE OFFICIAL ACTION OF THE AUTHORITY WITH RESPECT TO THE PROPOSED ISSUANCE OF HEALTH FACILITIES REVENUE BONDS IN ONE OR MORE SERIES FOR THE PRINCIPAL PURPOSES OF FINANCING AND REFINANCING THE COSTS OF ACQUISITION, CONSTRUCTION, EQUIPPING, INSTALLATION AND RENOVATION OF CERTAIN CAPITAL IMPROVEMENTS TO OR FOR THE SENIOR CARE AND HOUSING FACILITIES OF EAST RIDGE RETIREMENT VILLAGE, INC., MORE PARTICULARLY DESCRIBED HEREIN, FUNDING ANY NECESSARY RESERVES AND PAYING ALL OR A PORTION OF THE COSTS ASSOCIATED WITH THE ISSUANCE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF AGREEMENT BETWEEN THE AUTHORITY AND EAST RIDGE RETIREMENT VILLAGE, INC.; PROVIDING FOR THE PRELIMINARY APPROVAL BY THE AUTHORITY FOR THE ISSUANCE OF NOT EXCEEDING \$79,500,000 OF SUCH BONDS IN ONE OR MORE SERIES; AND PROVIDING FOR CERTAIN RELATED MATTERS IN CONNECTION THEREWITH AND FOR AN EFFECTIVE DATE.

WHEREAS, East Ridge Retirement Village, Inc., a Florida not-for-profit corporation (the "Borrower"), has previously applied to the Alachua County Health Facilities Authority (the "Authority"), to issue its private activity tax-exempt health facilities revenue bonds in one or more series and in an aggregate principal amount not to exceed \$69,000,000 (the "Bonds") for the principal purposes of (A) financing the cost of (or reimburse itself for prior expenditures for) (i) construction, acquisition and equipping of 90 new assisted living units, 31 new memory support units and 74 new skilled nursing beds to replace existing assisted living and skilled nursing units, (ii) improving certain roads, parking sites and landscaping, (iii) new common lobby area, roadway extension, courtyard, stormwater, sewer and utilities improvements, community common space for use of the residents, activity rooms and other common areas associated with the new assisted living, memory support and skilled nursing units, a new kitchen, and a new dining room for the existing independent living units, (iv) refurbishing existing common areas, (v) replacing utilities infrastructure, and (vi) various additional capital improvements and equipment for the above, ((i), (ii), (iii), (iv), (v) and (vi) above,

collectively the "Project"), all located or to be located on the Borrower's existing campus in the Town of Cutler Bay, Florida (the "Town"); and (B) pay costs and fund necessary reserves associated with the issuance of the Bonds; and

WHEREAS, the Borrower has requested that the Authority loan the proceeds of the Bonds to said Borrower pursuant to Chapter 154, Part III, Florida Statutes, and such other provision or provisions of Florida law as the Authority may determine advisable (the "Act") in order to accomplish the foregoing; and

WHEREAS, in accordance with the provisions of Section 154.247 of the Act, the Borrower has represented to the Authority in writing that the issuance of the Bonds by the Authority rather than an issuer located in Miami-Dade County, Florida is expected to provide significant cost savings to the Borrower, that the Borrower is under common control of one or more health facilities located in Alachua County, Florida (the "County") and that the issuance of the Bonds for the benefit of the Borrower will benefit the affiliated entities located within the County; and

WHEREAS, the bond resolution granting the final authority for the issuance of the Bonds has not yet been adopted by the Authority; and

WHEREAS, by resolution adopted by the Authority on August 1, 2013 (the "Original Inducement Resolution") after holding a public hearing the Authority determined that the issuance of the Bonds under the Act in one or more issues or series not exceeding an aggregate principal amount of \$69,000,000 and the loaning of the proceeds thereof to finance and refinance the costs of the Project under a loan agreement or other financing agreement which will provide that payments thereunder be at least sufficient to pay the principal of and interest and redemption premium, if any, on such Bonds and such other costs in connection therewith as may be incurred by the Authority, will assist the Borrower and promote the public purposes provided in the Act; and

WHEREAS, the Borrower has determined that the costs of the Project are greater than originally anticipated in its initial application to the Authority and has requested that the Authority hold a new public hearing and increase the authorized principal amount of the Bonds from \$69,000,000 to \$79,500,000 to cover such additional costs; and

WHEREAS, in response to such request and in order to satisfy certain requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the Authority held a new public hearing on the date hereof, which date is at least 14 days following the first publication of notice of such public hearing in a newspaper of general circulation in Alachua County (a true and accurate copy of the affidavit of publication of such notice is attached hereto as Exhibit A); which public hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views to be heard, both orally and in writing, on the issuance of such Bonds and the location and nature of the Project; was held in a location which, under the facts and

circumstances, was convenient for the residents of Alachua County; such notice was reasonably designed to inform residents of Alachua County of the proposed issue; stated that the Authority would be the issuer of the Bonds; stated the time and place of the hearing; generally contained the information required by Section 147(f) of the Code and applicable regulations thereunder; and such 14 days was adequate for notice to be brought to the attention of all interested persons, exceeds the normal periods for notice of public hearings conducted by the Authority and provided sufficient time for interested persons to prepare for and to express their views at such hearing; and

WHEREAS, the Borrower has agreed to execute and deliver to the Authority a new Memorandum of Agreement (the "Memorandum of Agreement") relating to the issuance of the Bonds, in the form attached hereto as Exhibit B; and

WHEREAS, it is intended that this Resolution shall constitute additional official action toward the issuance of the Bonds within the meaning of the applicable United States Treasury Regulations and, specifically, to satisfy the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of additional official intent under such Section in addition and as a supplement to other actions previously undertaken by the Borrower; and

IT IS, THEREFORE, DETERMINED AND RESOLVED BY THE ALACHUA COUNTY HEALTH FACILITIES AUTHORITY, THAT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This resolution, hereinafter called "Resolution," is adopted pursuant to the provisions of the Act and other applicable provisions of law.

SECTION 2. PRELIMINARY APPROVAL. This Resolution is entered into to permit the Borrower to continue to proceed with commitments for the Project, to continue to incur costs in connection with various phases of the Project, to provide an additional limited expression of intention by the Authority, prior to the issuance of the Bonds, to issue and sell the Bonds and make the proceeds thereof available to finance and finance all or part of the costs of the Project, all in accordance with and subject to the provisions of the Constitution and other laws of the State of Florida, including the Act and this Resolution, but subject in all respects to the terms of the Memorandum of Agreement.

SECTION 3. APPROVAL OF THE PROJECT. The financing and refinancing of the Project as described herein and in the notice of public hearing attached hereto as Exhibit A, and the financing and refinancing thereof by the Authority through the issuance of the Bonds, pursuant to the Act and, based solely on the previous representations of the Borrower in writing and otherwise on the date hereof, will promote the economic development and health and welfare of the citizens of the County and the Town, will provide the residents of the County and the Town with jobs, will promote the

general economic structure of the County and the Town, will thereby serve the public purposes of the Act and is hereby preliminarily approved, subject, however, in all respects to the Borrower meeting the conditions set forth in the Memorandum of Agreement to the sole satisfaction of the Authority.

SECTION 4. EXECUTION AND DELIVERY OF MEMORANDUM OF AGREEMENT. The Chairman or the Vice-Chairman and the Secretary or the Assistant Secretary are hereby authorized and directed to execute, for and on behalf of the Authority, the Memorandum of Agreement in the form attached hereto as Exhibit B between the Authority and the Borrower providing understandings relative to the proposed issuance of the Bonds by the Authority to finance and refinance the costs of the Project in an initial aggregate principal amount not to exceed lesser of (a) \$79,500,000, or (b) the amount determined by the Authority and the Borrower to be necessary to accomplish the foregoing.

SECTION 5. AUTHORIZATION OF THE BONDS. There is hereby authorized to be issued and the Authority hereby determines to issue the Bonds, if so requested by the Borrower and subject to the conditions set forth in the Memorandum of Agreement, in one or more issues or series of such tax-exempt fixed and variable rate revenue bonds in an aggregate principal amount not to exceed \$79,500,000 for the principal purpose of financing and refinancing the costs of the Project as described herein and in the Memorandum of Agreement, funding any necessary reserves and paying all or a portion of the costs associated with the issuance of the Bonds. The rate of interest payable on the Bonds shall not exceed the maximum rate permitted by law.

SECTION 6. RECOMMENDATION FOR APPROVAL TO ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS AND TOWN COUNCIL OF TOWN OF CUTLER BAY, FLORIDA. The Authority hereby recommends the issuance of the Bonds in the aggregate principal amount of not exceeding \$79,500,000 and the financing and refinancing of the Project for approval to the Board of County Commissioners of Alachua County, Florida (the "Board") and the Town Council of the Town (the "Town Council"). The Authority hereby directs the Chairman or Vice-Chairman and Counsel to the Authority, either alone or jointly, at the expense of the Borrower, to cooperate with Bond Counsel in seeking approval from the Board and the Town Council for the issuance of the Bonds and the financing and refinancing of the Project by the Board as the applicable elected representatives of the County and the Town under and pursuant to the Act and Section 147(f) of the Code.

SECTION 7. APPOINTMENT OF BOND COUNSEL. The firm of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, is hereby approved and appointed by the Authority to act as Bond Counsel in connection with the issuance by the Authority of the Bonds.

SECTION 8. GENERAL AUTHORIZATION. The Chairman, the Vice-Chairman, the Secretary, Assistant Secretary, Counsel to the Authority and Bond Counsel are hereby further authorized to proceed with the undertakings provided for herein and in the Memorandum of Agreement on the part of the Authority and are further authorized to take such steps and actions as may be required or necessary in order to cause the Authority to issue the Bonds subject in all respects to the terms and conditions set forth herein and in the Memorandum of Agreement.

SECTION 9. AFFIRMATIVE ACTION. This resolution is an affirmative action of the Authority toward the issuance of the Bonds, as contemplated in Original Inducement Resolution and in the Memorandum of Agreement, in accordance with the purposes of the laws of the State of Florida and the applicable United States Treasury Regulations.

SECTION 10. LIMITED OBLIGATIONS. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Alachua County, the Town, the State of Florida or any other political subdivision or agency thereof but shall be payable solely from the revenues pledged therefor pursuant to a loan agreement or other financing agreement entered into by and between the Authority and the Borrower prior to or contemporaneously with the issuance of the Bonds. The Authority has no taxing power.

SECTION 11. LIMITED APPROVAL. The approval given herein shall not be construed as an approval of any necessary rezoning applications nor for any other regulatory permits relating to the Project and the Authority shall not be construed by reason of its adoption of this Resolution to have waived any right of the County or the Town, or estopping the County or the Town from asserting any rights or responsibilities either may have in that regard.

SECTION 12. CONFLICTS WITH ORIGINAL INDUCEMENT RESOLUTION. To the extent of any conflict between the provisions of the Original Inducement Resolution and this Resolution (including, without limitation, the authorized principal amount of the Bonds), the terms of this Resolution shall prevail.

[Signature page follows]

SECTION 13. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 29th day of October, 2013.

(SEAL)



**ALACHUA COUNTY HEALTH
FACILITIES AUTHORITY**

By: _____

Chairman

ATTEST:

By: _____

Secretary

ALACHUA COUNTY HEALTH
FACILITIES AUTHORITY

Exhibit “A-2”

**Affidavit of Publication of
Notice of Public Hearing
held on October 29, 2013
at 4:00 PM**

AFFIDAVIT OF PUBLICATION

The Gainesville Sun
Published - Daily
Gainesville, Alachua County, Florida

STATE OF FLORIDA
COUNTY OF ALACHUA

Before the undersigned, a Notary Public of Said County and State, Ernest Blake, III, who on oath says that he is Legal Advertising Coordinator of THE GAINESVILLE SUN, a daily newspaper published at Gainesville, in Alachua County, Florida; that the attached copy of advertisement, being a notice in the matter of

ALACHUA COUNTY HEALTH FACILITIES AUTHORITY NOTICE OF PUBLIC HEARING *The Alachua County Health Facilities Authority the Authority will hold a public hearing on October 29, 2013 at 4:00 P.M., or as soon thereafter as practicable, in the Grace Knight Conf*

was published in said newspaper in the issues of:

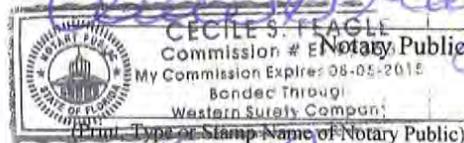
10/15 1x

Affiant further says that the said THE GAINESVILLE SUN is a daily newspaper published at Gainesville, in said Alachua County, Florida, and that the said newspaper has heretofore been continuously published in said Alachua County, Florida, daily, and has been entered as second class mail matter at the post office in Gainesville in said Alachua County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the person of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this

15 day of Oct, A.D., 2013



My commission expires 5 day of Aug, 2015

Ad #: A000803308

ALACHUA COUNTY HEALTH FACILITIES AUTHORITY NOTICE OF PUBLIC HEARING

The Alachua County Health Facilities Authority (the "Authority") will hold a public hearing on October 29, 2013 at 4:00 P.M., or as soon thereafter as practicable, in the Grace Knight Conference room located on the second floor of the County Administration Building, 12 S.E. First Street, Gainesville, Florida 32602, to consider adoption of a resolution superseding a resolution providing for the preliminary approval of the issuance by the Authority of not exceeding \$69,000,000 of its Health Facilities Revenue Bonds (East Ridge Retirement Village, Inc. Project) (the "Bonds") in one or more series adopted by the Authority on August 1, 2013 to provide for the preliminary approval by the Authority of not exceeding \$79,500,000 aggregate principal amount of such Bonds. The proceeds of the Bonds will be loaned to East Ridge Retirement Village, Inc. (the "Borrower"). The Borrower will use the proceeds of the Bonds to (A) finance the cost of (or reimburse itself for prior expenditures for) (i) construction, acquisition and equipping of 90 new assisted living units, 31 new memory support units and 74 new skilled nursing beds to replace existing assisted living and skilled nursing units, (ii) improving certain roads, parking sites and landscaping, (iii) new common lobby area, roadway extension, courtyard, stormwater, sewer and utilities improvements, community common space for use of the residents, activity rooms and other common areas associated with the new assisted living, memory support and skilled nursing units, a new kitchen, and a new dining room for the existing independent living units, (iv) refurbishing existing common areas, (v) replacing utilities infrastructure, and (vi) various additional capital improvements and equipment for the above, (i), (ii), (iii), (iv), (v) and (vi) above, altogether the "2013 Project", all located or to be located on the Borrower's existing campus; and (B) pay costs and fund necessary reserves associated with the issuance of the Bonds.

The 2013 Project will be owned by the Borrower and located at 19301 S.W. 87th Avenue, Miami, Florida 33157, in the Town of Cutler Bay, Florida. The Borrower is an affiliate of Santa Fe Senior Living, Inc., located at 4300 N.W. 89th Boulevard, Gainesville, Florida 32606. The Bonds are being issued under the authority of Part III, Chapter 154, Florida Statutes, as amended (the "Act"), and are being loaned to the Borrower to finance and refinance the costs of the Project pursuant to the Act including, particularly, Section 154.247 of the Act. The Bonds shall be payable solely from the revenues derived from a loan and other financing documents to be executed between the Authority and the Borrower prior to or contemporaneously with the issuance of the Bonds. Such Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Alachua County, the State of Florida, the Town of Cutler Bay or any political subdivision or agency thereof. Issuance of the Bonds shall be subject to several conditions including satisfactory documentation and receipt of necessary approvals for the financing. The aforementioned meeting shall be a public meeting and all persons who may be interested will be given an opportunity to be heard concerning the same. Written comments may also be submitted prior to the hearing to the Alachua County Health Facilities Authority, c/o John Haswell, Esq., Chandler, Lang, Haswell & Cole, P.A., 726 N.E. First Street, P.O. Box 5877, Gainesville, Florida 32627-5877. Comments made at the hearing are for the consideration of the Authority and will not bind the Authority as to any action it may take.

ALL PERSONS FOR OR AGAINST SAID APPROVAL CAN BE HEARD AT SAID TIME AND PLACE. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE AUTHORITY WITH RESPECT TO SUCH HEARING OR MEETING (S) HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF SUCH HEARING OR MEETING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the Alachua County Equal Opportunity Office at (352) 374-5275 or TDD Number (352) 374-5284.

By order of the Alachua County Health Facilities Authority.

ALACHUA COUNTY HEALTH
FACILITIES AUTHORITY
AND
EAST RDGE RETIREMENT
VILLAGE, INC.

Exhibit “A-3”

**Memorandum of Agreement
for Issuance of Health Facilities
Revenue Bonds**

**MEMORANDUM OF AGREEMENT FOR ISSUANCE OF
HEALTH FACILITIES REVENUE BONDS**

This Agreement between the Alachua County Health Facilities Authority, a public body corporate and politic (the "Authority"), and East Ridge Retirement Village, Inc., a Florida not-for-profit corporation (the "Borrower").

W I T N E S S E T H:

1. Preliminary Statement. Among the matters of mutual understanding and inducement which have resulted in the execution of this Agreement are the following:

(a) Whereas Chapter 154, Part III, Florida Statutes, and other applicable provisions of law (the "Act") provides that the Authority may issue revenue bonds and loan the proceeds thereof to one or more persons, firms or private corporations (including, without limitation, to health facilities located outside its jurisdiction under common control with a health facility located within its jurisdiction), or use such proceeds, to defray the cost of acquiring, by purchase or construction, certain qualifying health facilities including, without limitation, health facilities located outside of Alachua County, Florida in the manner and to the extent provided in Section 154.247 of the Act.

(b) The Borrower is considering financing or refinancing a portion of the costs of acquisition, construction and equipping of capital improvements to the senior care, housing and related facilities owned and/or operated by the Borrower.

(c) The Authority intends this Agreement to constitute its preliminary approval, subject in all respects to the terms hereof, to issue its bonds (the "Bonds") in one or more series of tax-exempt fixed and/or variable rate bonds pursuant to the Act in an amount to be agreed upon by the Authority and the Borrower and to loan the proceeds thereof to the Borrower, or to use such proceeds, to finance or refinance all or a portion of the costs of the Project, fund any necessary reserves and payment of all or a portion of the costs incurred in connection with the issuance of the Bonds by the Authority and the Borrower, up to an amount not to exceed \$79,500,000.

(d) The Authority considers the issuance and sale of the Bonds, for the purposes hereinabove set forth, consistent with the objectives of the Act. This Agreement constitutes the official preliminary action of the Authority toward the issuance of the Bonds as herein contemplated in accordance with the purposes of both the Act and the applicable United States Treasury Regulations.

2. Undertakings on the Part of the Authority. Subject to the terms hereof, the Authority agrees as follows:

(a) The Authority will cooperate with the Borrower and with the underwriters, placement agents or purchasers of the Bonds, Bond Counsel and counsel for the Authority with respect to the issuance and sale of the Bonds and will take such further action and authorize the execution of such documents as shall be mutually satisfactory to the Authority and the Borrower for the authorization, issuance and sale of such Bonds and the use of the proceeds thereof to finance or refinance a portion of the cost of constructing, acquiring and equipping the Project, fund any necessary reserves and pay all or a portion of the costs related to the issuance of the Bonds.

(b) The loan agreement(s), trust indenture, mortgage(s) and other financing documents (collectively, the "Financing Agreements") between the Authority and the Borrower shall, under terms agreed upon by the parties, provide for payments to be made by the Borrower in such sums as shall be necessary to pay the amounts required under the Act, including the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable.

(c) The Authority makes no warranty, either expressed or implied, that the proceeds of the Bonds will be sufficient to pay all costs of acquiring, constructing, renovating and equipping the Project or that those facilities encompassed by the Project will be suitable for the purposes or needs of the Borrower.

(d) The Bonds shall specifically provide that they are payable solely from the revenues derived from the Financing Agreements between the Authority and the Borrower or other agreements approved by the Authority, except to the extent payable out of amounts attributable to Bond proceeds. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit of Alachua County, the Town of Cutler Bay, Florida (the "Town"), the State of Florida or any other political subdivision or agency thereof, and such fact shall be plainly stated on the face of the Bonds.

3. Undertakings on the Part of the Borrower. Subject to the terms hereof, the Borrower agrees as follows:

(a) Prior to the issuance of the Bonds in the principal amount stated above in one or more Series or issues from time to time as the Authority and the Borrower shall agree in writing, the Borrower will enter into the Financing Agreements with the Authority, the terms of which shall be mutually agreeable to the Authority and the Borrower, providing for the loan or use of the proceeds of the Bonds to finance or refinance a portion of the costs of the Project. Such Financing Agreements will provide that the Borrower will be obligated to pay the Authority (or the trustee for holders of the Bonds on behalf of the Authority, as the case may be) sums sufficient in the aggregate to enable the Authority to pay the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable, and all other expenses related to the issuance and delivery of the Bonds.

(b) The Borrower shall, in addition to paying the amounts set forth in the Financing Agreements, pay, or cause to be paid, all applicable costs of operation, maintenance, taxes, governmental and other charges which may be assessed or levied against or with respect to the Project.

(c) To the extent not otherwise paid from Bond proceeds as part of the costs of the Project, the Borrower hereby agrees to pay all of the out of pocket expenses of officials and representatives of the Authority incurred in connection with the issuance of the Bonds and will pay all fees and expenses of the Authority, of counsel to the Authority and of Nabors, Giblin & Nickerson, P.A., Bond Counsel.

(d) The Borrower will hold the Authority, Alachua County and the Town free and harmless from any loss or damage and from any taxes or other charges levied or assessed by reason of any mortgaging or other disposition of the Project.

(e) The Borrower agrees to indemnify and defend the Authority, Alachua County and the Town and hold the Authority, Alachua County and the Town harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the Project or the issuance of the Bonds and the Borrower's undertaking thereof, or in any way growing out of or resulting from this Agreement including, without limitation, all costs and expenses of the Authority and reasonable attorneys' fees incurred in the enforcement of any agreement of the Borrower contained herein, but excluding any claims, losses, liabilities or damages resulting from the Authority's, Alachua County's or the Town's gross negligence or willful misconduct. In the event that the Bonds are not issued and delivered, this indemnity shall survive the termination of this Agreement.

(f) The Borrower will take such further action as may be required to implement its aforesaid undertakings and as it may deem appropriate in pursuance thereof.

4. General Provisions. All commitments of the Authority under Section 2 hereof and of the Borrower under Section 3 hereof are subject to the conditions that all of the following events shall have occurred not later than June 30, 2014, or such later date as shall be mutually satisfactory to the Authority and the Borrower, but in no event after August 1, 2014.

(a) The Authority shall be lawfully entitled to issue the Bonds as herein contemplated.

(b) The Authority and the Borrower shall have agreed on mutually acceptable terms for the Bonds and the sale and delivery thereof and mutually acceptable terms and conditions of any trust instrument or instruments in respect thereto and any Financing

Agreements or other agreements incidental to the financing or referred to in Sections 2 and 3 hereof.

(c) Such approvals, consents, certificates of compliance, opinions of counsel and other instruments and proceedings satisfactory to the Borrower and to the Authority as to such matters with respect to the Bonds, the Project, the Financing Agreements and any other trust instrument or instruments, as shall be specified by the Borrower or the Authority, shall have been obtained from such governmental, as well as non-governmental, agencies and entities as may have or assert competent jurisdiction over or interest in matters pertinent thereto and shall be in full force and effect at the time of issuance of the Bonds.

(d) Receipt by the Borrower of all licenses and necessary approvals from the any applicable governmental authorities.

If the events set forth in this Section 4 do not take place within the time set forth or any extension thereof, the Borrower agrees that it will reimburse the Authority and the Town for all the reasonable and necessary direct or indirect expenses which the Authority or the Town may incur at the Borrower's request arising from the execution of this Agreement and the performance by the Authority of its obligations hereunder, including reasonable legal fees for counsel to the Authority and the Town and the fees and expenses of Bond Counsel.

5. Town is Third-Party Beneficiary. The parties hereto agree that the Town shall be deemed a third-party beneficiary to the terms of this Agreement.

6. Binding Effect. All covenants and agreements herein contained by or on behalf of the Authority and the Borrower shall bind and inure to the benefit of the respective successors and assigns of the Authority, the Borrower whether so expressed or not.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunder duly authorized as of the 29th day of October, 2013.

(SEAL)



**ALACHUA COUNTY HEALTH
FACILITIES AUTHORITY**

By: _____

Chairman

ATTEST:

By: _____

Secretary

**EAST RIDGE RETIREMENT
VILLAGE, INC.**

Title: _____

President