RESOLUTION NO. 2015-305

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF JACKSONVILLE, FLORIDA (THE “ISSUER”); APPROVING THE ISSUANCE BY THE ISSUER OF ITS HEALTH CARE FACILITIES REVENUE BONDS (BROOKS REHABILITATION), IN ONE OR MORE TAX-EXEMPT OR TAXABLE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $130,000,000, TO FINANCE, REIMBURSE OR REFINANCE THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN HEALTH CARE FACILITIES TO BE LOCATED IN ST. JOHNS COUNTY, FLORIDA, AND OTHER HEALTH CARE FACILITIES LOCATED OUTSIDE ST. JOHNS COUNTY, FLORIDA, OF WHICH NOT TO EXCEED $2,750,000 WILL BE ISSUED FOR THE PURPOSE OF PROVIDING FUNDS TO MAKE A LOAN TO GENESIS HEALTH, INC., A FLORIDA NOT FOR PROFIT CORPORATION, TO FINANCE, REIMBURSE OR REFINANCE A PORTION OF THE COSTS OF THE CONSTRUCTION, INSTALLATION AND EQUIPPING OF SUCH HEALTH CARE FACILITIES TO BE LOCATED IN ST. JOHNS COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Genesis Health, Inc., a Florida not for profit corporation (the “Borrower”), desires to finance, reimburse or refinance a part of the costs of the acquisition, construction and equipping of certain health care facilities to be located in St. Johns County, Florida (“St. Johns”), as more particularly described in Exhibit A hereto (the “St. Johns Project”), and to finance, reimburse or refinance all or a part of the costs of the acquisition, construction, equipping, renovation and expansion of certain other health care facilities located outside St. Johns County, Florida, as more particularly described in Exhibit A hereto (the “Other Projects”), (the St. Johns Project and the Other Projects are hereinafter collectively referred to as, the “Projects”); and

WHEREAS, the Borrower will recognize substantial cost savings by financing or refinancing all of the Projects through a single plan of finance consisting of the issuance by the City of Jacksonville, Florida (the “Issuer”), of its Health Care Facilities Revenue Bonds (Brooks Rehabilitation) (the “Bonds”), in one or more series, in an aggregate principal amount not to exceed $130,000,000, to finance, reimburse or refinance all of the Projects; and

WHEREAS, the Issuer has requested that the Board of County Commissioners (the “Board”) consider and approve the Issuer’s issuance of the Bonds in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”); and
WHEREAS, the Borrower has requested that the Board authorize the execution and delivery of an Interlocal Agreement to be entered into between St. Johns and the Issuer (the "Interlocal Agreement"), in substantially the form attached hereto as Exhibit B, to allow the issuance by the Issuer of the Bonds to pay a part of the costs of the St. Johns Project, the amount thereof not to exceed $2,750,000; and

WHEREAS, the Issuer and St. Johns are willing to enter into the Interlocal Agreement as herein described in order to permit the Borrower to finance or refinance a part of the costs of the St. Johns Project.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

SECTION 1. Authority. This Resolution is adopted pursuant to the laws of the State of Florida, including Chapter 159, Part II, and Section 163.01, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act").

SECTION 2. Findings. The Board hereby finds, determines and declares as follows:

A. The Board is the elected legislative body of St. Johns, and St. Johns has jurisdiction over the area in which the St. Johns Project is located.

B. Notice of a public hearing to be held before the Board, inviting comments and discussions concerning the issuance of the Bonds by the Issuer to finance or refinance a part of the costs of the St. Johns Project, was published in The St. Augustine Record, a newspaper of general circulation in St. Johns at least fourteen days prior to such hearing date, a copy of the publisher's affidavit of proof of publication is attached hereto as Exhibit C and incorporated herein by reference.

C. Following such notice, a public hearing was held by the Board during which comments and discussions concerning the issuance of the Bonds by the Issuer to finance or refinance a part of the costs of the St. Johns Project were requested and allowed.

D. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of St. Johns, the Issuer, the State of Florida or any political subdivision thereof but shall be payable solely from the revenues pledged therefor pursuant to a Loan Agreement entered into by and between the Issuer and the Borrower prior to or contemporaneously with the issuance of the Bonds.

SECTION 3. Authorization of Interlocal Agreement. The form of the Interlocal Agreement attached hereto as Exhibit B and incorporated by reference is hereby approved. The County Administrator (or other appropriate official designated by the Board) and the Clerk of Courts or Deputy Clerk are hereby authorized in the name and on behalf of St. Johns pursuant to this Resolution to execute and deliver the Interlocal Agreement on behalf of St. Johns in substantially the form attached to this Resolution, with such changes, insertions and deletions as the officers signing such document may approve, their execution thereof to be conclusive evidence of such approval. The officers executing the Interlocal Agreement are hereby further authorized to do all things which may be required or advisable with respect to or in any way
related thereto, including, but not limited to, recording the Interlocal Agreement with the Clerk of the Circuit Court in and for the St. Johns County, Florida. The County Manager (or other appropriate official designated by the Board) and Clerk of Courts or Deputy Clerk are hereby further authorized to take such further action and execute such further instruments as may be necessary or appropriate to fully effectuate the purpose and intention of this Resolution and the Interlocal Agreement.

SECTION 4. Approval. Solely for the purposes of satisfying the provisions of Section 147(f) of the Code and other applicable provisions of law, the Board hereby approves the issuance of the Bonds by the Issuer in one or more tax-exempt or taxable series in an aggregate principal amount not exceeding $130,000,000, of which not to exceed $2,750,000 will be issued for the purpose of providing funds to make a loan to the Borrower to finance or refinance a part of the costs of the St. Johns Project. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Projects, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the St. Johns Project, and the Board shall not be construed by reason if its adoption of this Resolution to make any such endorsement, finding or recommendation to have waived any right of St. Johns or estopping St. Johns from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Board of the issuance of the Bonds by the Issuer shall not be construed to obligate St. Johns to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the St. Johns Project.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 21st day of July, 2015.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

(OFFICIAL SEAL)

ATTEST:

Its Clerk

Deputy Clerk

RENDITION DATE 2/23/15

Its Chair
EXHIBIT A

PROJECT DESCRIPTIONS

St. Johns Project Description

The St. Johns Project consists of financing, reimbursing or refinancing the costs of the following:

(a) the acquisition and installation by Brooks Home Care Advantage, Inc., a Florida not for profit corporation ("Home Health"), of capital improvements, fixtures, furnishings, equipment and related personal property, used to provide home health services, located or to be located at 2730 US 1 South, Suites G & H, St. Augustine, Florida, and to be owned and operated by Home Health; and

(b) the acquisition, construction and installation of capital improvements, including but not limited to leasehold improvements and equipment, to be used to provide physical, occupational and other rehabilitation therapy at Brooks Rehabilitation Center/St. Augustine, located at 190 Southpark Boulevard, Suite 100 & 102, St. Augustine, Florida, owned by Genesis Rehabilitation Hospital, Inc., a Florida not for profit corporation, doing business as Brooks Rehabilitation Hospital (the "Hospital"), and operated by Genesis Health Development, Inc., a Florida not for profit corporation doing business as Brooks Rehabilitation Centers ("Health Development"), the sole member of which is Genesis Health, Inc., a Florida not for profit corporation doing business as Brooks Rehabilitation ("Brooks Rehabilitation").

Other Projects Description

The Other Projects consist of financing, reimbursing or refinancing the costs of the following:

(a) the acquisition, construction and installation of improvements, renovations, equipment and other capital expenditures at the existing 157-bed inpatient rehabilitation hospital owned and operated by the Hospital, located at 3599 University Boulevard South, Jacksonville, Florida (the "Main Campus");

(b) the acquisition and installation by Home Health of capital improvements, fixtures, furnishings, equipment and related real and personal property, used to provide home health services, located or to be located at 5836 Richard Street, Jacksonville, Florida; 6871 Belfort Oaks Place, Jacksonville, Florida; 4131 University Boulevard, Building 17, Jacksonville, Florida; 771 Fentress Boulevard, Suite 2F, Daytona Beach, Florida; 4615 NW 53rd Avenue, Suite C, Gainesville, Florida; 1329 Kingsley Avenue, Suite D, Orange Park, Florida; 530 Zeagler Drive, Suite 103, Palatka, Florida; 14 Office Park Drive, Suite 3, Palm Coast, Florida; and 1699 South 14th Street, Suite 12, Fernandina Beach, Florida, and to be owned and operated by Home Health;

(c) the acquisition, construction, installation and equipping of a new outpatient rehabilitation clinic, consisting of a 1-story building containing approximately 10,200
square feet and including related real and personal property, facilities, fixtures, furnishings and equipment, to be located on a site containing approximately 3.95 acres located at 500 Park Avenue, Orange Park, Florida, near the Southwest corner of Wells Road and U.S.17/Park Avenue, and to be owned and operated by Health Development;

(d) the acquisition, construction, installation and equipping of a new inpatient family housing facility, consisting of a 1-story building containing approximately 27,000 square feet and including related real and personal property, facilities, fixtures, furnishings and equipment, to be located on a site containing approximately 1.6 acres at 6139 Beach Boulevard, Jacksonville, Florida, and to be owned and operated by the Hospital;

(e) the completion of the acquisition, construction, installation and equipping of a 111 licensed-bed rehabilitation skilled nursing facility, consisting of a three-story building containing approximately 82,000 square feet and including related real and personal property, facilities, license and associated assets, fixtures, furnishings and equipment, to be located on a site containing approximately 8 acres at the southeast corner of the intersection of Beach Boulevard and Hickman Road in Jacksonville, Florida, with approximately 625 feet fronting on Beach Boulevard (a portion of the site was previously occupied by Gator Office Products at 6188 Beach Boulevard, Jacksonville, Florida), at the Main Campus, and owned by Brooks Skilled Nursing Facility Holdings B, Inc., a Florida not for profit corporation (“Skilled Nursing Holdings B”), and operated by Brooks Skilled Nursing Facility B, Inc., a Florida not for profit corporation (“Skilled Nursing B”);

(f) the acquisition, construction and installation of improvements, renovations, equipment and other capital expenditures at the existing 100-licensed bed skilled nursing facility located on an approximately 7-acre site at 6209 Brooks Bartram Drive, Building #100, Jacksonville, Florida, owned by Brooks Skilled Nursing Facility Holdings A, Inc., a Florida not for profit corporation (“Skilled Nursing Holdings A”), and operated by Brooks Skilled Nursing Facility A, Inc., a Florida not for profit corporation (“Skilled Nursing A”);

(g) the acquisition, construction and installation of capital improvements, including but not limited to, leasehold improvements and equipment, to be used to provide physical, occupational and other rehabilitation therapy at the following outpatient rehabilitation facilities, each of which is operated by Health Development:

(i) the outpatient facility located at the Main Campus, owned by the Hospital;

(ii) the outpatient facility located at the Main Campus, owned by Brooks Rehabilitation;

(iii) the outpatient facility located at the Main Campus, owned by Health Development;

(iv) the outpatient facility located at 3901 University Boulevard South, Jacksonville, Florida, owned by Health Development;
(v) Brooks Rehabilitation Center/Mandarin, located at 11701 San Jose Boulevard, Suite 210, Jacksonville, Florida, owned by the Hospital;

(vi) Brooks Rehabilitation Center/Northside, located at 320 Dundas Drive, Suite 8, Jacksonville, Florida, owned by the Hospital;

(vii) Brooks Rehabilitation Center/San Pablo, located at 14286 Beach Boulevard, Suite 34, Jacksonville, Florida, owned by the Hospital;

(viii) Brooks Rehabilitation Center/Southside, located at 3901 University Boulevard South, Jacksonville, Florida, owned by the Hospital;

(ix) Brooks Rehabilitation Center/Westside, located at 7749 Normandy Crossing, Suite 147, Jacksonville, Florida, owned by the Hospital;

(x) Brooks Rehabilitation Center/Center for Sports Therapy, located at 10423 Centurion Parkway North, Jacksonville, Florida, owned by the Hospital;

(xi) Brooks Rehabilitation Center/Monument, located at 1205 Monument Road, Suite 202, Jacksonville, Florida, owned by Health Development;

(xii) Brooks Rehabilitation Center/San Jose, located at 8505 San Jose Boulevard, Jacksonville, Florida, owned by Health Development;

(xiii) Brooks Rehabilitation Center/Balance Center, located at 10475 Centurion Parkway North, Suite 304, Jacksonville, Florida, owned by Health Development;

(xiv) Brooks Rehabilitation Center/Center for Back and Neck Health, located at 7207 Golden Wings Road, Suite 300, Jacksonville, Florida, owned by Health Development;

(xv) Brooks Rehabilitation Center/Arlington, located at 9100 Merrill Road, Suite 10, Jacksonville, Florida, owned by Health Development;

(xvi) Brooks Rehabilitation Clubhouse, located at 3197 Cortez Road, Jacksonville, Florida, owned by Brooks Rehabilitation;

(xvii) Brooks Rehabilitation Center/Amelia, located at 4800 First Coast Highway, Suite 240, Fernandina Beach, Florida, owned by Health Development;

(xviii) Brooks Rehabilitation Center/Palm Coast, located at 9 Pine Cone Drive, Suite 104B, Palm Coast, Florida, owned by Health Development; and

(xix) Brooks Rehabilitation Center/Orange Park, located at 550 Wells Road, Suite 4, Orange Park, Florida, owned by the Hospital;
(h) refunding a portion of the outstanding Jacksonville Health Facilities Authority Health Care Facilities Revenue Bonds (Brooks Health System), Series 2007, the proceeds of which were loaned to the Borrower and used to:

(i) finance the acquisition, construction and installation of an administrative support building (the “Administrative Building”) to accommodate existing support services and expanded education and conference space for the Borrower and its affiliates, including related facilities, fixtures, furnishings and equipment, to be owned and operated by the Borrower and located at 3349 University Boulevard South, Jacksonville, Florida, at the Main Campus adjacent to the Hospital’s existing inpatient rehabilitation hospital;

(ii) refinance certain outstanding indebtedness of the Borrower which financed the acquisition of approximately 117.5 acres of unimproved land owned by the Borrower and to be used by the Borrower and/or its affiliates as the future site for post-acute care and related health care facilities, which land is located at 6209 Brooks Bartram Drive Jacksonville, Florida, being bounded on the west by Bartram Park Boulevard, beginning approximately 900 feet south of the intersection of Old St. Augustine Road and Bartram Park Boulevard, with approximately 1,200 feet facing Bartram Park Boulevard, and being bounded on the east by Interstate 95, with approximately 2,100 feet facing Interstate 95;

(iii) finance the acquisition, construction and installation of capital improvements at the existing inpatient rehabilitation hospital, then containing 143 beds, owned and operated by the Hospital and located on the Main Campus, consisting of the (a) renovation and expansion of the existing inpatient rehabilitation hospital, including expansion of the brain therapy gym and of the pediatric therapy gym, construction of a therapist work area near the therapy gym spaces, addition of a stroke therapy gym, conversion of the administrative office space into eighteen patient rooms, two of which to be bariatric rooms with an overhead lift system, addition of a spinal cord injury therapy gym and construction of an ADL suite, and the acquisition and installation of related facilities, fixtures, furniture and equipment, and (b) acquisition and installation of routine capital improvements and expenditures at the existing inpatient rehabilitation hospital;

(iv) refund the outstanding Jacksonville Health Facilities Authority Hospital Revenue and Refunding Bonds (Genesis Rehabilitation Hospital Project), Series 1996, the proceeds of which were loaned to the Hospital and used to (a) refund the Authority’s outstanding Hospital Revenue Bonds (Memorial Regional Rehabilitation Center Project), Series 1992, which financed the construction and equipping of the Hospital’s inpatient rehabilitation hospital, originally containing 110 beds, on the Main Campus, (b) finance the cost of acquiring a computer system at the Main Campus and the cost of leasehold improvements and equipment at the Hospital’s outpatient facilities located at 11701 San Jose Boulevard, 7764 Normandy Boulevard, 14444 Beach Boulevard, and 3901 University Boulevard, all in Jacksonville, Florida, and owned and operated by the Hospital, (c) fund a debt service reserve, and (d) pay the costs of issuance; and
(v) finance the acquisition, construction and installation of capital improvements, including but not limited to leasehold improvements and equipment, to be used to provide physical, occupational and other rehabilitation therapy at the following outpatient facilities operated by Health Development in Jacksonville, Florida:

1. the outpatient facility located at the Main Campus, owned by the Hospital;

2. Brooks Rehabilitation Center/Mandarin, located at 11701 San Jose Boulevard, Suite 210, Jacksonville, Florida, owned by the Hospital;

3. Brooks Rehabilitation Center/Northside, located at 320 Dundas Avenue, Suite 8, Jacksonville, Florida, owned by the Hospital;

4. Brooks Rehabilitation Center/San Pablo, located at 14444 Beach Boulevard, Jacksonville, Florida 32250, owned by the Hospital;

5. Brooks Rehabilitation Center/Southside, located at 3901 University Boulevard South, Jacksonville, Florida, owned by the Hospital;

6. Brooks Rehabilitation Center/Westside, located at 7749 Normandy Crossing, Suite 147, Jacksonville, Florida, owned by the Hospital;

7. Brooks Rehabilitation Center/Medical Fitness, located at 10423 Centurion Parkway North, Jacksonville, Florida, owned by the Hospital;

8. outpatient facility located at the Main Campus, owned by Health Development;

9. Brooks Rehabilitation Center/Beaches, located at 2344 South Third Street, Jacksonville, Florida, owned by Health Development;

10. Brooks Rehabilitation Center/Monument, located at 1205 Monument Road, Suite 202, Jacksonville, Florida, owned by Health Development;

11. Brooks Rehabilitation Center/Riverside, located at 800 Lomax Street, Suite 105, Jacksonville, Florida, owned by Health Development;

12. Brooks Rehabilitation Center/San Jose, located at 8505 San Jose Boulevard, Jacksonville, Florida, owned by Health Development; and

13. Brooks Rehabilitation Center/Balance Center, located at 10475 Centurion Parkway North, Suite 304, Jacksonville, Florida, owned by Health Development.
EXHIBIT B

INTERLOCAL AGREEMENT
INTERLOCAL AGREEMENT

Dated as of __________, 2015

Between

CITY OF JACKSONVILLE, FLORIDA

and

ST. JOHNS COUNTY, FLORIDA

THERE ARE NO INTANGIBLE TAXES OR DOCUMENTARY STAMPS DUE ON THE BONDS DESCRIBED HEREIN, PURSUANT TO CHAPTER 159, PART II, FLORIDA STATUTES

This Interlocal Agreement was prepared by
Chauncey W. Lever, Jr., Esq.
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, Florida 32202-5017
INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (this “Agreement”) is dated as of __________, 2015, and is entered into between the CITY OF JACKSONVILLE (“Jacksonville”), an incorporated municipality of the State of Florida, and ST. JOHNS COUNTY (“St. Johns”), a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, Jacksonville and St. Johns each represent to the other that, pursuant to Chapter 159, Part II, Florida Statutes, as amended (“Chapter 159”), and other applicable provisions of law, it is authorized to issue bonds to finance the cost of the acquisition, construction, improvement and equipping of certain health care facilities; and

WHEREAS, Jacksonville and St. Johns each represent to the other that it constitutes a “public agency” within the meaning of Section 163.01, Florida Statutes, as amended (the “Interlocal Act”), and is authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, Jacksonville represents to St. Johns that Jacksonville has been advised that Genesis Health, Inc., doing business as Brooks Rehabilitation, a Florida not for profit corporation (the “Borrower”), desires to finance or refinance all or a part of the costs of the acquisition, construction and equipping of certain “health care facilities” constituting “projects,” as such terms are used in Chapter 159, to be located in St. Johns (collectively, the “St. Johns Project”) and finance and refinance other “health care facilities” to be located outside St. Johns (collectively, the “Other Projects”), as described in Exhibit A hereto (the St. Johns Project and the Other Projects are hereinafter referred to collectively as the “Project”); and

WHEREAS, Jacksonville represents to St. Johns that Jacksonville has been advised that the Borrower has requested that Jacksonville and St. Johns enter into this Agreement to authorize Jacksonville to issue under Chapter 159 its Health Care Facilities Revenue Bonds (Brooks Rehabilitation), in one or more tax-exempt or taxable series in an aggregate principal amount of not to exceed $130,000,000 (the “Bonds”), to finance and refinance the St. Johns Project and the Other Projects, of which not to exceed $2,750,000 will be issued for the purpose of providing funds to make a loan to the Borrower pursuant to a loan agreement between Jacksonville and the Borrower (the “Financing Agreement”) to finance or refinance a part of the costs of the St. Johns Project, and that issuance of the Bonds by Jacksonville will result in a significant cost savings to the Borrower over the issuance and sale of separate issues of bonds by Jacksonville, St. Johns and the other local government bodies whose jurisdiction within which a portion of the Project is or will be located, in order to finance or refinance a part of the costs of the Project; and

WHEREAS, Jacksonville and St. Johns have agreed to enter into this Agreement for the purposes stated above; and
WHEREAS, on May 26, 2015, the Industrial Development Revenue Bond Review Committee of the City of Jacksonville, Florida, on behalf of Jacksonville, preliminarily authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on __________, 2015, the City Council of Jacksonville authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on July 21, 2015, the Board of County Commissioners of St. Johns approved the issuance of the Bonds by Jacksonville and approved the execution and delivery of this Agreement; and

WHEREAS, the Interlocal Act authorizes Jacksonville and St. Johns to enter into this Agreement, and the Interlocal Act and Chapter 159 confer upon Jacksonville authorization to issue the Bonds and to apply the proceeds thereof to the financing or refinancing of the St. Johns Project through a loan of Bond proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by Jacksonville for such purposes and such agreement by the parties hereto is in the public interest; and

WHEREAS, pursuant to Section 6 hereof, the Borrower has agreed to indemnify Jacksonville and St. Johns in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Authorization to Issue the Bonds. Jacksonville and St. Johns do hereby agree that Jacksonville is hereby authorized to issue the Bonds in one or more tax-exempt or taxable series in an aggregate principal amount not exceeding $130,000,000, of which not to exceed $2,750,000 will be issued for the purpose of providing funds to make a loan to the Borrower to finance or refinance a part of the costs of the St. Johns Project. Jacksonville is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in St. Johns pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of St. Johns which are necessary or convenient for the issuance of the Bonds and the financing of the St. Johns Project to the same extent as if St. Johns were issuing its own obligations under Chapter 159 for such purposes without any further authorization from St. Johns to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that Jacksonville be vested, to the maximum extent permitted by law, with all powers which St. Johns might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance the St. Johns Project as though St. Johns were issuing the Bonds as its own special limited obligations.

The approval given herein by St. Johns shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary
rezoning applications or approval or acquiescence to the alteration of existing zoning or land use
nor approval for any other regulatory permits relating to the St. Johns Project, and St. Johns shall
not be construed by reason of the delivery of this Agreement to have made any such
endorsement, finding or recommendation or to have waived any right of St. Johns or to be
estopped from asserting any rights or responsibilities it may have in such regard.

SECTION 2. Qualifying Project.

A. Jacksonville hereby further represents, determines and agrees as follows:

1. The Project constitutes a “project” as such term is used in Chapter 159.

2. The Borrower is financially responsible and fully capable and willing to
fulfill its obligations under the Financing Agreement, including the obligations to make
payments in the amounts and at the times required, to operate, repair, and maintain at its
own expense the Facilities, and to serve the purposes of Chapter 159 and such other
responsibilities as may be imposed under the Financing Agreement.

3. Adequate provision will be made in the Financing Agreement for the
operation, repair, and maintenance of the St. Johns Project at the expense of the Borrower
and for the payment of principal of and interest on the Bonds.

4. The Borrower has represented to Jacksonville that the Borrower expects to
expend not exceeding $2,750,000 to pay costs (including related financing costs) of the
St. Johns Project.

5. A public hearing was held on June 11, 2015, by Jacksonville, on behalf of
Jacksonville and the City Council of Jacksonville, during which comments concerning the
issuance of the Bonds by Jacksonville to finance or refinance the Project were requested
and could be heard.

B. St. Johns hereby represents, determines and agrees as follows:

1. The St. Johns Project is appropriate to the needs and circumstances of;
provides or preserves gainful employment; and serves a public purpose by advancing the
public health or the general welfare of the State of Florida and its people.

2. St. Johns and other local agencies will be able to cope satisfactorily with
the impact of the St. Johns Project and will be able to provide, or cause to be provided
when needed, the public facilities, including utilities and public services, that are
necessary for the operation, repair, and maintenance of the St. Johns Project and on
account of any increases in population or other circumstances resulting therefrom.

3. A public hearing was held on July 21, 2015 by the Board of County
Commissioners (the “Board”) of St. Johns during which comments concerning approval
by the Board of the issuance of the Bonds by Jacksonville to finance the St. Johns Project
were requested and could be heard.
4. The Board approved the issuance of the Bonds by Jacksonville and the use of the proceeds thereof to finance and refinance the St. Johns Project at a meeting on July 21, 2015.

SECTION 3. **No Pecuniary Liability of Jacksonville or St. Johns; Limited Obligation of Jacksonville.** Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon Jacksonville or St. Johns hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of Jacksonville or St. Johns. The Bonds when issued, and the interest thereon, shall be limited and special obligations of Jacksonville payable solely from certain nongovernmental revenues and other nongovernmental amounts pledged thereto by the terms thereof.

SECTION 4. **No Personal Liability.** No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Jacksonville or St. Johns in his or her individual capacity and no member, officer, agent or employee of Jacksonville or St. Johns shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. **Allocation of Responsibilities.** Jacksonville shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to a trust indenture related to the Bonds.

Neither Jacksonville nor St. Johns shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by Jacksonville or St. Johns or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrower.

SECTION 6. **Indemnity.** The Borrower, by its approval and acknowledgement at the end of this Agreement, agrees to indemnify and hold harmless Jacksonville and St. Johns, their respective officers, employees, representatives and agents, from and against any and all losses, claims, damages, liabilities or expenses of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds.

SECTION 7. **Term.** This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon 10 days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid (or any bonds issued to refund the Bonds remain outstanding or unpaid). Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance.
SECTION 8. **Filing of Agreement.** It is agreed that this Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of Duval County, Florida and with the Clerk of the Circuit Court of St. Johns County, Florida, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed with the Borrower’s executed approval and acknowledgment attached thereto.

SECTION 9. **Severability of Invalid Provisions.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO AND THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.

SECTION 11. **Litigation.** In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorneys’ fees, at both trial and appellate levels.

SECTION 12. **Governing Law.** This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida.

SECTION 13. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof, all as of the date first above written.

CITY OF JACKSONVILLE, FLORIDA

By: __________________________
   Theodore Carter, Economic
   Development Officer

ATTEST:

By: __________________________
   James R. McCain, Jr., Corporation
   Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Theodore Carter and James R. McCain, Jr., the Economic Development Officer and the Corporation Secretary, respectively, of the City of Jacksonville, Florida, on behalf of the City. Such persons did not take an oath and: (notary must check applicable box)

☐ are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced __________________________ as identification.

{Notary Seal must be affixed}

______________________________
Signature of Notary

______________________________
Name of Notary (Typed, Printed or Stamped)

Commission Number
(if not legible on seal):

______________________________
My Commission Expires
(if not legible on seal):
ST. JOHNS COUNTY, FLORIDA

ATTEST:

By: __________________________________________
   Michael D. Wanchick,
   County Administrator

By: __________________________________________
   Clerk of Courts

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of __________, 2015, by Michael D. Wanchick and Cheryl Strickland, the County Administrator and the Clerk of Courts, respectively, of St. Johns County, Florida, on behalf of the County. Such persons did not take an oath and: (notary must check applicable box)

☐ are personally known to me.
☐ produced a current Florida driver’s license as identification.
☐ produced ________________________________ as identification.

{Notary Seal must be affixed}  

________________________________________
Signature of Notary

________________________________________
Name of Notary (Typed, Printed or Stamped)
 Commission Number
(if not legible on seal):

________________________________________
My Commission Expires
(if not legible on seal):
APPROVAL AND ACKNOWLEDGMENT

Genesis Health, Inc. d/b/a Brooks Rehabilitation, a Florida not for profit corporation (the "Borrower"), hereby approves the foregoing Interlocal Agreement, certifies that the information contained therein regarding the Borrower is correct and acknowledges its acceptance of its obligations arising thereunder, including, without limitation, its obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by its proper officer as of the date of said Interlocal Agreement.

GENESIS HEALTH, INC.

By: ____________________________
    Douglas M. Baer, President and Chief
    Executive Officer
EXHIBIT C

PUBLISHER’S AFFIDAVIT OF
PROOF OF PUBLICATION OF PUBLIC HEARING
STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared NICOLE CORRIVEAU who on oath says that he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida: that the attached copy of advertisement being a NOTICE OF HEARING IN THE MATTER OF TEFRA NOTICE - BROOK - HEARING JULY 31, 2015 was published in said newspaper on 6/29/2015.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this day of JUN 29 2015

by

Signature of Notary Public

[Stamp]
Facilities Revenue Bond (Series 2015A) guarantee, in an amount or amounts as may be necessary or advisable, to the extent that the Board of County Commissioners determines (the "Guaranty") and (b) an aggregate principal amount equal to the indebtedness of the Bonds for the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000.

(3) The resolution provides for the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... the Board of County Commissioners for the payment of interest on the Bonds as they become due and payable.

(4) The resolution provides for the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... and (ii) section (1)(9) of the resolution, which shall be deemed to be an amendment to the resolution and shall be deemed to be a renewal of the resolution, the terms of which are hereby amended, restated, supplemented, and/or replaced by the terms of the resolution as amended or restated under this section.

(5) The resolution provides for the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... the Board of County Commissioners, which terms are hereby amended, restated, supplemented, and/or replaced by the terms of the resolution as amended or restated under this section.

(6) The resolution provides for the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... and (ii) section (1)(9) of the resolution, which shall be deemed to be an amendment to the resolution and shall be deemed to be a renewal of the resolution, the terms of which are hereby amended, restated, supplemented, and/or replaced by the terms of the resolution as amended or restated under this section.

(7) The resolution provides for the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... and (ii) section (1)(9) of the resolution, which shall be deemed to be an amendment to the resolution and shall be deemed to be a renewal of the resolution, the terms of which are hereby amended, restated, supplemented, and/or replaced by the terms of the resolution as amended or restated under this section.

(8) The resolution provides for the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... the Board of County Commissioners, which terms are hereby amended, restated, supplemented, and/or replaced by the terms of the resolution as amended or restated under this section.

(9) The resolution provides for the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... and (ii) section (1)(9) of the resolution, which shall be deemed to be an amendment to the resolution and shall be deemed to be a renewal of the resolution, the terms of which are hereby amended, restated, supplemented, and/or replaced by the terms of the resolution as amended or restated under this section.

(10) The resolution provides for the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... the Board of County Commissioners, which terms are hereby amended, restated, supplemented, and/or replaced by the terms of the resolution as amended or restated under this section.

(11) The resolution provides for the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... the Board of County Commissioners, which terms are hereby amended, restated, supplemented, and/or replaced by the terms of the resolution as amended or restated under this section.

(12) The resolution provides for the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... the Board of County Commissioners, which terms are hereby amended, restated, supplemented, and/or replaced by the terms of the resolution as amended or restated under this section.

(13) The resolution provides for the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... the Board of County Commissioners, which terms are hereby amended, restated, supplemented, and/or replaced by the terms of the resolution as amended or restated under this section.

(14) The resolution provides for the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... the Board of County Commissioners, which terms are hereby amended, restated, supplemented, and/or replaced by the terms of the resolution as amended or restated under this section.

The foregoing resolves all questions of form and substance relating to the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... the Board of County Commissioners, which terms are hereby amended, restated, supplemented, and/or replaced by the terms of the resolution as amended or restated under this section.

The foregoing resolves all questions of form and substance relating to the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... the Board of County Commissioners, which terms are hereby amended, restated, supplemented, and/or replaced by the terms of the resolution as amended or restated under this section.

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The foregoing resolves all questions of form and substance relating to the issuance of Bonds in an aggregate principal amount not exceeding $115,000,000, which Bonds will be secured and payable from the... the Board of County Commissioners, which terms are hereby amended, restated, supplemented, and/or replaced by the terms of the resolution as amended or restated under this section.
EXHIBIT A

PROJECT DESCRIPTIONS

St. Johns Project Description

The St. Johns Project consists of financing, reimbursing or refinancing the costs of the following:

(a) the acquisition and installation by Brooks Home Care Advantage, Inc., a Florida not for profit corporation ("Home Health"), of capital improvements, fixtures, furnishings, equipment and related personal property, used to provide home health services, located or to be located at 2730 US 1 South, Suites G & H, St. Augustine, Florida, and to be owned and operated by Home Health; and

(b) the acquisition, construction and installation of capital improvements, including but not limited to leasehold improvements and equipment, to be used to provide physical, occupational and other rehabilitation therapy at Brooks Rehabilitation Center/St. Augustine, located at 190 Southpark Boulevard, Suite 100 & 102, St. Augustine, Florida, to be owned by Genesis Rehabilitation Hospital, Inc., a Florida not for profit corporation, doing business as Brooks Rehabilitation Hospital (the "Hospital"), and operated by Genesis Health Development, Inc., a Florida not for profit corporation doing business as Brooks Rehabilitation Centers ("Health Development"), the sole member of which is Genesis Health, Inc., a Florida not for profit corporation doing business as Brooks Rehabilitation ("Brooks Rehabilitation").

Other Projects Description

The Other Projects consist of financing, reimbursing or refinancing the costs of the following:

(a) the acquisition, construction and installation of improvements, renovations, equipment and other capital expenditures at the existing 157-bed inpatient rehabilitation hospital owned and operated by Genesis Rehabilitation Hospital, Inc., a Florida not for profit corporation, doing business as Brooks Rehabilitation Hospital (the “Hospital”), located at 3599 University Boulevard South, Jacksonville, Florida (the “Main Campus”);

(b) the acquisition and installation by Home Health of capital improvements, fixtures, furnishings, equipment and related real and personal property, used to provide home health services, located or to be located at 5836 Richard Street, Jacksonville, Florida; 6871 Belfort Oaks Place, Jacksonville, Florida; 4131 University Boulevard, Building 17, Jacksonville, Florida; 771 Fentress Boulevard, Suite 2F, Daytona Beach, Florida; 4615 NW 53rd Avenue, Suite C, Gainesville, Florida; 1329 Kingsley Avenue, Suite D, Orange Park, Florida; 530 Zeagler Drive, Suite 103, Palatka, Florida; 14 Office Park Drive, Suite 3, Palm Coast, Florida; and 1699 South 14th Street, Suite 12, Fernandina Beach, Florida, and to be owned and operated by Home Health;
(c) the acquisition, construction, installation and equipping of a new outpatient rehabilitation clinic, consisting of a 1-story building containing approximately 10,200 square feet and including related real and personal property, facilities, fixtures, furnishings and equipment, to be located on a site containing approximately 3.95 acres located at 500 Park Avenue, Orange Park, Florida, near the Southwest corner of Wells Road and U.S. 17/Park Avenue, and to be owned and operated by Health Development;

(d) the acquisition, construction, installation and equipping of a new inpatient family housing facility, consisting of a 1-story building containing approximately 27,000 square feet and including related real and personal property, facilities, fixtures, furnishings and equipment, to be located on a site containing approximately 1.6 acres at 6139 Beach Boulevard, Jacksonville, Florida, and to be owned and operated by the Hospital;

(e) the completion of the acquisition, construction, installation and equipping of a 111 licensed-bed rehabilitation skilled nursing facility, consisting of a three-story building containing approximately 82,000 square feet and including related real and personal property, facilities, license and associated assets, fixtures, furnishings and equipment, to be located on a site containing approximately 8 acres at the southeast corner of the intersection of Beach Boulevard and Hickman Road in Jacksonville, Florida, with approximately 625 feet fronting on Beach Boulevard (a portion of the site was previously occupied by Gator Office Products at 6188 Beach Boulevard, Jacksonville, Florida), at the Main Campus, and owned by Brooks Skilled Nursing Facility Holdings B, Inc., a Florida not for profit corporation (“Skilled Nursing Holdings B”), and operated by Brooks Skilled Nursing Facility B, Inc., a Florida not for profit corporation (“Skilled Nursing B’’);

(f) the acquisition, construction and installation of improvements, renovations, equipment and other capital expenditures at the existing 100-licensed bed skilled nursing facility located on an approximately 7-acre site at 6209 Brooks Bartram Drive, Building #100, Jacksonville, Florida, owned by Brooks Skilled Nursing Facility Holdings A, Inc., a Florida not for profit corporation (“Skilled Nursing Holdings A’’), and operated by Brooks Skilled Nursing Facility A, Inc., a Florida not for profit corporation (“Skilled Nursing A’’);

(g) the acquisition, construction and installation of capital improvements, including but not limited to, leasehold improvements and equipment, to be used to provide physical, occupational and other rehabilitation therapy at the following outpatient rehabilitation facilities, each of which is operated by Health Development:

(i) the outpatient facility located at the Main Campus, owned by the Hospital;

(ii) the outpatient facility located at the Main Campus, owned by Brooks Rehabilitation;

(iii) the outpatient facility located at the Main Campus, owned by Health Development;

(iv) the outpatient facility located at 3901 University Boulevard South, Jacksonville, Florida, owned by Health Development;
(v) Brooks Rehabilitation Center/Mandarin, located at 11701 San Jose Boulevard, Suite 210, Jacksonville, Florida, owned by the Hospital;

(vi) Brooks Rehabilitation Center/Northside, located at 320 Dundas Drive, Suite 8, Jacksonville, Florida, owned by the Hospital;

(vii) Brooks Rehabilitation Center/San Pablo, located at 14286 Beach Boulevard, Suite 34, Jacksonville, Florida, owned by the Hospital;

(viii) Brooks Rehabilitation Center/Southside, located at 3901 University Boulevard South, Jacksonville, Florida, owned by the Hospital;

(ix) Brooks Rehabilitation Center/Westside, located at 7749 Normandy Crossing, Suite 147, Jacksonville, Florida, owned by the Hospital;

(x) Brooks Rehabilitation Center/Center for Sports Therapy, located at 10423 Centurion Parkway North, Jacksonville, Florida, owned by the Hospital;

(xi) Brooks Rehabilitation Center/Monument, located at 1205 Monument Road, Suite 202, Jacksonville, Florida, owned by Health Development;

(xii) Brooks Rehabilitation Center/San Jose, located at 8505 San Jose Boulevard, Jacksonville, Florida, owned by Health Development;

(xiii) Brooks Rehabilitation Center/Balance Center, located at 10475 Centurion Parkway North, Suite 304, Jacksonville, Florida, owned by Health Development;

(xiv) Brooks Rehabilitation Center/Center for Back and Neck Health, located at 7207 Golden Wings Road, Suite 300, Jacksonville, Florida, owned by Health Development;

(xv) Brooks Rehabilitation Center/Arlington, located at 9100 Merrill Road, Suite 10, Jacksonville, Florida, owned by Health Development;

(xvi) Brooks Rehabilitation Clubhouse, located at 3197 Cortez Road, Jacksonville, Florida, owned by Brooks Rehabilitation;

(xvii) Brooks Rehabilitation Center/Amelia, located at 4800 First Coast Highway, Suite 240, Fernandina Beach, Florida, owned by Health Development;

(xviii) Brooks Rehabilitation Center/Palm Coast, located at 9 Pine Cone Drive, Suite 104B, Palm Coast, Florida, owned by Health Development; and

(xix) Brooks Rehabilitation Center/Orange Park, located at 550 Wells Road, Suite 4, Orange Park, Florida, owned by the Hospital;
(h) refunding a portion of the outstanding Jacksonville Health Facilities Authority Health Care Facilities Revenue Bonds (Brooks Health System), Series 2007, the proceeds of which were loaned to the Borrower and used to:

(i) finance the acquisition, construction and installation of an administrative support building (the “Administrative Building”) to accommodate existing support services and expanded education and conference space for the Borrower and its affiliates, including related facilities, fixtures, furnishings and equipment, to be owned and operated by the Borrower and located at 3349 University Boulevard South, Jacksonville, Florida, at the Main Campus adjacent to the Hospital’s existing inpatient rehabilitation hospital;

(ii) refinance certain outstanding indebtedness of the Borrower which financed the acquisition of approximately 117.5 acres of unimproved land owned by the Borrower and to be used by the Borrower and/or its affiliates as the future site for post-acute care and related health care facilities, which land is located 6209 Brooks Bartram Drive Jacksonville, Florida, being bounded on the west by Bartram Park Boulevard, beginning approximately 900 feet south of the intersection of Old St. Augustine Road and Bartram Park Boulevard, with approximately 1,200 feet facing Bartram Park Boulevard, and being bounded on the east by Interstate 95, with approximately 2,100 feet facing Interstate 95;

(iii) finance the acquisition, construction and installation of capital improvements at the existing inpatient rehabilitation hospital, then containing 143 beds, owned and operated by the Hospital and located on the Main Campus, consisting of the (a) renovation and expansion of the existing inpatient rehabilitation hospital, including expansion of the brain therapy gym and of the pediatric therapy gym, construction of a therapist work area near the therapy gym spaces, addition of a stroke therapy gym, conversion of the administrative office space into eighteen patient rooms, two of which to be bariatric rooms with an overhead lift system, addition of a spinal cord injury therapy gym and construction of an ADL suite, and the acquisition and installation of related facilities, fixtures, furniture and equipment, and (b) acquisition and installation of routine capital improvements and expenditures at the existing inpatient rehabilitation hospital;

(iv) refund the outstanding Jacksonville Health Facilities Authority Hospital Revenue and Refunding Bonds (Genesis Rehabilitation Hospital Project), Series 1996, the proceeds of which were loaned to the Hospital and used to (a) refund the Authority’s outstanding Hospital Revenue Bonds (Memorial Regional Rehabilitation Center Project), Series 1992, which financed the construction and equipping of the Hospital’s inpatient rehabilitation hospital, originally containing 110 beds, on the Main Campus, (b) finance the cost of acquiring a computer system at the Main Campus and the cost of leasehold improvements and equipment at the Hospital’s outpatient facilities located at 11701 San Jose Boulevard, 7764 Normandy Boulevard, 14444 Beach Boulevard, and 3901 University Boulevard, all in Jacksonville, Florida, and owned and operated by the Hospital, (c) fund a debt service reserve, and (d) pay the costs of issuance; and
(v) finance the acquisition, construction and installation of capital improvements, including but not limited to leasehold improvements and equipment, to be used to provide physical, occupational and other rehabilitation therapy at the following outpatient facilities operated by Health Development in Jacksonville, Florida:

1) the outpatient facility located at the Main Campus, owned by the Hospital;

2) Brooks Rehabilitation Center/Mandarin, located at 11701 San Jose Boulevard, Suite 210, Jacksonville, Florida, owned by the Hospital;

3) Brooks Rehabilitation Center/Northside, located at 320 Dundas Avenue, Suite 8, Jacksonville, Florida, owned by the Hospital;

4) Brooks Rehabilitation Center/San Pablo, located at 1444 Beach Boulevard, Jacksonville, Florida 32250, owned by the Hospital;

5) Brooks Rehabilitation Center/Southside, located at 3901 University Boulevard South, Jacksonville, Florida, owned by the Hospital;

6) Brooks Rehabilitation Center/Westside, located at 7749 Normandy Crossing, Suite 147, Jacksonville, Florida, owned by the Hospital;

7) Brooks Rehabilitation Center/Medical Fitness, located at 10423 Centurion Parkway North, Jacksonville, Florida, owned by the Hospital;

8) outpatient facility located at the Main Campus, owned by Health Development;

9) Brooks Rehabilitation Center/Beaches, located at 2344 South Third Street, Jacksonville, Florida, owned by Health Development;

10) Brooks Rehabilitation Center/Monument, located at 1205 Monument Road, Suite 202, Jacksonville, Florida, owned by Health Development;

11) Brooks Rehabilitation Center/Riverside, located at 800 Lomax Street, Suite 105, Jacksonville, Florida, owned by Health Development;

12) Brooks Rehabilitation Center/San Jose, located at 8505 San Jose Boulevard, Jacksonville, Florida, owned by Health Development; and

13) Brooks Rehabilitation Center/Balance Center, located at 10475 Centurion Parkway North, Suite 304, Jacksonville, Florida, owned by Health Development.
WEIR
BENTLEY
LACE BLVD STE 1500
LLE, FL 32207

S

MAY THREE SATURDAY
30FLY, FLORIDA

IS

authority personally appeared NICOLE CORRIVEAU

as an Employee of the St. Augustine Record,

held at St. Augustine in St. Johns County, Florida:

advertising being a NOTICE OF HEARING

NOTICE - BROOK - HEARING JULY 21, 2015

wapper on 6/25/2015

the St. Augustine Record is a newspaper published

St. Johns County, Florida, and that the said newspaper

regularly published in said St. Johns County, Florida,

issued as second class mail matter at the post office in the

said St. Johns County, for a period of one year preceding

in copy of advertisements; and affiant further says that

she promised any person, firm or corporation any discount,

affid for the purpose of securing the advertisement for

newspaper.

I before me this day of JU. 29 2015

who is personally known to me

SHAWN M ORSCHON

MAJOR OF CHANCE

EXPERTS JULY 1, 2015

obliges

(Seal)
Facilities Revenue Bonds (Capital Improvement, series 2015) in the approximate aggregate principal amount of $25,000,000 (the "Bonds") are hereby authorized and issued by the [City].

(2) The purpose of the Bonds is to finance the costs of a new hospital facility.

(3) The Bonds are to be sold at public auction on the [date].

(4) The interest rate on the Bonds is [rate].

(5) The Bonds are to be sold to [name] at a price of [price].

(6) The [City] has a current population of [population].

(7) The Bonds are to be used for the construction of a new hospital facility.

The above statements are true and correct to the best of my knowledge and belief.

[Signature]
[Name]
[Title]