

RESOLUTION 2019-02

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 AND REFUNDING BONDS IN ONE OR MORE SERIES FOR THE PRINCIPAL PURPOSE OF FINANCING, REFINANCING AND/OR REIMBURSING THE COSTS OF THE ACQUISITION, CONSTRUCTION, EQUIPPING, INSTALLATION AND RENOVATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE HEALTHCARE FACILITIES OF SHANDS TEACHING HOSPITAL AND CLINICS, INC., MORE PARTICULARLY DESCRIBED HEREIN, AND FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE OUTSTANDING ALACHUA COUNTY HEALTH FACILITIES AUTHORITY'S HEALTH FACILITIES REVENUE BONDS, SERIES 2007A (SHANDS HEALTHCARE PROJECT), CURRENTLY OUTSTANDING IN THE PRINCIPAL AMOUNT OF \$100,395,000, HEALTH FACILITIES REVENUE REFUNDING BONDS, SERIES 2007B (SHANDS HEALTHCARE PROJECT), CURRENTLY OUTSTANDING IN THE PRINCIPAL AMOUNT OF \$35,000,000, HEALTH FACILITIES REVENUE BONDS, SERIES 2010A (SHANDS HEALTHCARE PROJECT), CURRENTLY OUTSTANDING IN THE PRINCIPAL AMOUNT OF \$41,363,636, HEALTH FACILITIES REVENUE BONDS, SERIES 2012A (SHANDS HEALTHCARE PROJECT), CURRENTLY OUTSTANDING IN THE PRINCIPAL AMOUNT OF \$28,620,000, AND HEALTH FACILITIES REVENUE BONDS, SERIES 2012B (SHANDS HEALTHCARE PROJECT), CURRENTLY OUTSTANDING IN THE PRINCIPAL AMOUNT OF \$31,275,000; 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 SHANDS TEACHING HOSPITAL AND CLINICS, INC.; AND PROVIDING FOR CERTAIN RELATED MATTERS IN CONNECTION THEREWITH AND FOR AN EFFECTIVE DATE.

WHEREAS, Shands Teaching Hospital and Clinics, Inc., a Florida not-for-profit corporation (the "Borrower"), has applied to the Alachua County Health Facilities Authority (the "Authority"), to issue its: (i) not to exceed \$175,000,000 Health Facilities Revenue Bonds, (Shands Teaching Hospital and Clinics, Inc. at the University of Florida); and (ii) not to exceed \$196,000,000 Health Facilities Revenue Refunding Bonds, (Shands Teaching Hospital and Clinics, Inc. at the University of Florida), as may be combined and as may be issued in one or more series (collectively, the "Bonds") for the principal purposes of: (i) financing and/or reimbursing the cost of acquiring, constructing, improving and equipping certain healthcare facilities in Alachua County, Florida, as generally described below (the "Project"), owned or to be owned and operated by the Borrower; (ii) refunding all or a portion of the Authority's Health Facilities Revenue Bonds, Series 2007A (Shands HealthCare Project), currently outstanding in the principal amount of \$100,395,000 (the "2007A Bonds"), Health Facilities Revenue Refunding Bonds, Series 2007B (Shands HealthCare Project), currently outstanding in the principal amount of \$35,000,000 (the "2007B Bonds"), Health Facilities Revenue Bonds, Series 2010A (Shands HealthCare Project), currently outstanding in the principal amount of \$41,363,636 (the "2010A Bonds"), Health Facilities Revenue Bonds, Series 2012A (Shands HealthCare Project), currently outstanding in the principal amount of \$28,620,000 (the "2012A Bonds"), and Health Facilities Revenue Bonds, Series 2012B (Shands HealthCare Project), currently outstanding in the principal amount of \$31,275,000 (the "2012B Bonds," and together with the 2007A Bonds, 2007B Bonds, 2010A Bonds and 2012A Bonds, the "Refunded Bonds"); (iii) funding any necessary reserves; (iv) funding a swap termination payment; and (v) paying costs and expenses associated with the issuance of the Bonds and the refunding of the Refunded Bonds; and

WHEREAS, the Project to be reimbursed and/or financed with the proceeds of the Bonds consists of medical and research facilities identified in Shands' capital improvement and master facilities plan including, but not limited to: (a) renovations, improvements, equipping and modifications to Shands' primary medical center campus with a primary address of 1600 S.W. Archer Road, Gainesville, Florida and including adjacent and proximate facilities with primary addresses of 1505 and 1515 S.W. Archer Road, Gainesville, Florida (collectively, the "Primary Medical Campus") including, but not limited to: (i) renovations to a 27 bed intensive care unit and burn unit; (ii) renovations to the pediatric preoperative care unit and postoperative care unit; (iii) renovations to operating rooms and related supporting areas; (iv) renovations to the endoscopy and gastroenterology suite; (v) construction and equipment for the UF Health Neuromedicine and UF Health Heart and Vascular Hospitals; (vi) renovations to the pediatric infusion center; and (vii) renovations to the labor and delivery rooms (collectively, the "Medical Campus Projects"); (b) the construction and equipment of an ambulatory surgery center and outpatient facility to be located at 6201 West Newberry Road in Gainesville, Florida, commonly known as Oaks Mall (the "Oaks Mall Project"); and (c) renovations, improvements, equipping and modifications to UF Health Florida Recovery Center located at 4001 S.W. 13th Street, Gainesville, Florida and including adjacent and proximate facilities with a primary address of 3939 S.W. 13th

Street, Gainesville, Florida (the "Recovery Center Project" and collectively with the Primary Medical Campus, the Medical Campus Project and the Oaks Mall Project, the "Project"); and

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

WHEREAS, the refunding of the Refunded Bonds is authorized pursuant to Section 154.235 of the Act; and

WHEREAS, the resolution granting the approval of and the final authority for the issuance of the proposed Bonds has not yet been adopted by the Board of County Commissioners of Alachua County, Florida (the "Board"); and

WHEREAS, the issuance of the Bonds under the Act in one or more series not exceeding an aggregate principal amount of \$371,000,000 and the loaning of the proceeds thereof to finance, refinance, or reimburse the Borrower for the costs of the Project and refunding of the Refunded Bonds under a loan agreement or other financing agreement which will provide the 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, 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 public hearing on the date hereof, which date is at least seven (7) days following the first publication of notice of such public hearing in a newspaper of general circulation in Alachua County, Florida (the "County") (a true and correct 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, the refunding of the Refunded 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 the County; such notice was reasonably designed to inform residents of the County of the proposed issue; stated that the Authority would be the issuer of the Bonds; stated the time and place for the hearing; generally contained the information required by Section 147(f) of the Code and applicable regulations thereunder; and such seven (7) days was adequate for notice to be brought to the attention of all interested persons and provided sufficient time for interested persons to prepare for and express their views at such hearing; and

WHEREAS, the Borrower has agreed to execute and deliver to the Authority a Memorandum of Agreement relating to the issuance of the Bonds, in the form attached hereto as Exhibit B (the "Memorandum of Agreement"); 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 the "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 its financial planning and with commitments for the Project, to continue to incur costs in connection with various phases of the Project, to provide additional limited expressions 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, refinance, and reimburse the Borrower for all or part of the costs of the Project and to undertake the refunding of the Refunded Bonds, 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 PROJECT AND REFUNDING OF THE REFUNDED BONDS. The financing, refinancing and reimbursement of the costs of the Project and refunding of all or any portion of the Refunded Bonds as described herein and in the notice of public hearing attached hereto as Exhibit A, and the financing, refinancing and reimbursement 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, health and welfare of the citizens of the County, will provide the residents of the County with jobs, will promote the health of its citizens and the general economic welfare of the County, 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. The proceeds of the Bonds may also be used to fund any necessary reserves, fund a swap termination payment and to pay costs associated with the issuance of the Bonds.

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, refinance and reimburse the costs of the Project and refunding of the Refunded Bonds in an initial aggregate principal amount not to exceed \$371,000,000.

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 series of such tax-exempt fixed rate revenue bonds in an aggregate principal amount not to exceed \$371,000,000 for the principal purpose of reimbursing and/or financing the costs of the Project and refunding the Refunded Bonds. The rate of interest payable on the Bonds shall not exceed the maximum rate permitted by law.

SECTION 6. RECOMMENDATION FOR APPROVAL TO THE BOARD. The Authority hereby recommends the issuance of the Bonds in the aggregate principal amount of not to exceed \$371,000,000, the financing, refinancing and reimbursement of the costs of the Project and refunding of the Refunded Bonds for approval to the Board. 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 Bryant Miller Olive P.A., as Bond Counsel in seeking approval from the Board for the issuance of the Bonds for the purposes described herein by the Board as the applicable elected representatives of the County under and pursuant to the Act and Section 147(f) of the Code.

SECTION 7. APPOINTMENT OF BOND COUNSEL. The Firm of Bryant Miller Olive P.A., Tampa, Florida, is hereby approved and appointed by the Authority to act as Bond Counsel to the Borrower 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 undertaking 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 herein and in the Memorandum of Agreement, in accordance with 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 the County, the State of Florida or any 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 estopping the County from asserting any rights or responsibilities either may have in that regard.

[Signature Page to Follow]

SECTION 12. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 27th day of August 2019.

(SEAL)



ATTEST:

**ALACHUA COUNTY HEALTH
FACILITIES AUTHORITY**

By: 
F. Parker Lawrence, Chairman

By: 
Daniel D. Faron, Secretary

EXHIBIT A
NOTICE OF PUBLIC HEARING

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

NOTICE OF PUBLIC HEARING NOTICE is hereby given of a public hearing pursuant to Section 147f of the Internal Revenue Code of 1986, as amended the Code, that the Alachua County Health Facilities Authority, Alachua County, Florida the Authority, will h

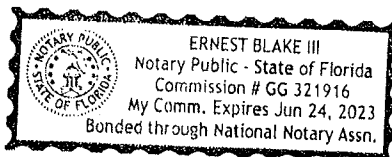
was published in said newspaper in the issues of:

8/19 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.

K. Karach

Sworn to and subscribed before me this 19th day of August, A.D., 2019



[Signature]
Notary Public
Ernest Blake III
(Print, Type or Stamp Name of Notary Public)

My commission expires 24 day of June, 2023

Ad #: A000957190

The Gainesville Sun Classified

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NOTICE OF PUBLIC HEARING

NOTICE is hereby given of a public hearing pursuant to Section 147.01 of the Internal Revenue Code of 1986, as amended (the "Code"), that the Alachua County Health Facilities Authority, Alachua County, Florida (the "Authority"), will hold on August 27, 2019, at 4:00 P.M. at the offices of Chandler, Lang, Haswell & Cole, P.A. located at 726 N.E. 1st Street, Gainesville, Florida to consider (A) adoption of a resolution providing preliminary approval of a plan to finance pursuant to which the Authority will consider the issuance of (i) not exceeding \$175,000,000 of its Health Facilities Revenue Bonds (UF Health Project) Series 2019A, in one or more series, either taxable or tax exempt, and (ii) not exceeding \$196,000,000 of its Health Facilities Revenue Refunding Bonds (UF Health Project) Series 2019B, collectively, (the "Bonds") in one or more series, either taxable or tax exempt, and (B) such other matters as may come before the Authority at such time.

The Bonds will be issued for the principal purposes of: (i) financing and/or reimbursing the cost of acquiring, constructing, improving and equipping certain healthcare facilities in Alachua County, Florida, as generally described below (the "Project"), owned or to be owned and operated by Shands Teaching Hospital and Clinics, Inc. (a Florida not-for-profit corporation) ("Shands"); (ii) refunding all or a portion of the Authority's Health Facilities Revenue Bonds, Series 2007A (Shands HealthCare Project), currently outstanding in the principal amount of \$100,385,000 (the "2007A Bonds"); Health Facilities Revenue Refunding Bonds, Series 2007B (Shands HealthCare Project), currently outstanding in the principal amount of \$35,000,000 (the "2007B Bonds"); Health Facilities Revenue Bonds, Series 2010A (Shands Healthcare Project), currently outstanding in the principal amount of \$41,663,636 (the "2010A Bonds"); Health Facilities Revenue Bonds, Series 2012A (Shands Healthcare Project), currently outstanding in the principal amount of \$28,620,000 (the "2012A Bonds"); and Health Facilities Revenue Bonds, Series 2012B (Shands Healthcare Project), currently outstanding in the principal amount of \$31,275,000 (the "2012B Bonds") and together with the 2007A Bonds, 2007B Bonds, 2010A Bonds and 2012A Bonds, the "Refunded Bonds"); (iii) funding any necessary reserves; (iv) funding a swap termination payment; and (v) paying costs and expenses associated with the issuance of the Bonds.

The Project consists of medical and research facilities identified in Shands' capital improvement and master facilities plan including, but not limited to: (a) renovations, improvements, equipping and modifications to Shands primary medical center campus with a primary address of 1600 S.W. Archer Road, Gainesville, Florida and including adjacent and proximate facilities with primary addresses of 1505

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and 1515 S.W. Archer Road, Gainesville, Florida (collectively, the "Primary Medical Campus") including, but not limited to: (i) renovations to a 27-bed intensive care unit and burn unit; (ii) renovations to the pediatric preoperative care unit and post-operative care unit; (iii) renovations to operating rooms and related supporting areas; (iv) renovations to the endoscopy and gastroenterology suite; (v) construction and equipment for the UF Health Neuromedicine and UF Health Heart and Vascular Hospitals; (vi) renovations to the pediatric infusion center; and (vii) renovations to the labor and delivery rooms (collectively, the "Medical Campus Projects"); (b) the construction and equipment of an ambulatory surgery center and outpatient facility to be located at 6201 West Newberry Road in Gainesville, Florida, commonly known as Oaks Mall (the "Oaks Mall Project"); and (c) renovations, improvements, equipping and modifications to UF Health Florida Recovery Center located at 4001 S.W. 13th Street, Gainesville, Florida and including adjacent and proximate facilities with a primary address of 3939 S.W. 13th Street, Gainesville, Florida (the "Recovery Center Project"). The principal amount of the Series 2019A Bonds issued to finance the Medical Campus Projects is not expected to exceed \$158,800,000. The principal amount of the Series 2019A Bonds issued to finance the Oaks Mall Project is not expected to exceed \$34,000,000. The principal amount of the Series 2019B Bonds issued to finance the Recovery Center Project is not expected to exceed \$22,000,000.

The 2007A Bonds and 2007B Bonds were issued for the purpose of financing and refinancing the costs of certain capital improvements to Shands Healthcare facilities located: (i) on the Primary Medical Campus; (ii) on the campus of UF Health Shands Psychiatric Hospital and UF Health Shands Rehab Hospital located at 4101 N.W. 83rd Boulevard, Gainesville, Florida (the "Psychiatric Hospital Campus"); (iii) on the campus of Shands AGH (now closed) located at 801 S.W. 2nd Avenue, Gainesville, Florida; (iv) on the campus of Shands State Regional Medical Center located at 922 E. Oak Street, Santa Fe, Florida; and (v) on the campus of Shands Live Oak Regional Medical Center located at 1100 S.W. 11th Street S.W. Live Oak, Florida.

The 2010A Bonds were issued for the purpose of financing the costs of certain capital improvements to Shands healthcare facilities located at the Primary Medical Campus, including certain costs of improvements to UF Health Shands Cancer Hospital.

The 2012A and 2012B Bonds were issued for the purpose of refinancing certain costs of construction of the UF Health Shands Cancer Hospital on the Primary Medical Campus.

The Bonds (which may be issued in one or more series) are being issued as

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part of a multiyear plan of finance developed by Shands to finance and reimburse a portion of the costs of the Project being developed pursuant to its master facilities plan and capital improvement program and to refund the Refunded Bonds. The mailing address of Shands with respect to this transaction is UF Health Shands, 1515 S.W. Archer Road, Suite 23-C1, Room 2307, Gainesville, Florida 32610.

The Bonds and the interest thereon will be limited obligations of the Authority payable solely from the revenues and other moneys derived by the Authority from a plan agreement and other financing instruments to be entered into by and between the Authority and Shands prior to or contemporaneously with the issuance of the Bonds. The Bonds will not constitute a general indebtedness or a charge against the general credit of the Authority. Neither the full faith and credit of the Authority, the State of Florida, the Alachua County, Florida, or any political subdivision thereof, will be pledged to the payment of the principal of and interest on the Bonds.

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 to the Authority prior to the hearing at Chandler, Lang, Haswell & Cole, 726 N.E. 1st Street, Gainesville, Florida 32601. Attention John H. Haswell, Esq., Authority Attorney. 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.

Comments made at the hearing are for the consideration of the County Commission of Alachua County, Florida (the "County Commission") and the Authority and will not bind any legal action to be taken by the County Commission or the Authority in connection with the consideration and approval of the financing and the issuance of the Bonds.

In accordance with the American with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the Authority's office not later than seven (7) days prior to the proceeding at the address given in this notice. Telephone (352) 378-5228.

By order of the Alachua County Health Facilities Authority

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August 19, 2019

ALACHUA COUNTY HEALTH FACILITIES AUTHORITY
#A000957190

Public Housing Waitlist Open

The Gainesville Housing Authority will be opening its Public Housing for efficiency, four (4) and five (5) room unit sizes on Monday, August 19, 2019 at 8:00 a.m. GHA will be waiting for efficiencies: four (4) and bedroom units open through TH October 31, 2019.

GHA accepts online applications of the web address is www.gainesvillehousingmanagement.com however, if you are disabled, an assistance, please call GHA at 352-5500 TDD 352-872-5603 and GHA at 1900 SE 4th Street, Gainesville, FL 32641. Office hours are Monday through Friday 8:00 a.m. to 5:00 p.m.

NOTICE: No applicant has a right to be listed on the waiting list to any particular position on the list (24 CFR 882.202(d)).



August 16, 19, 23, 2019
#A000957189

NOTICE OF PUBLIC SALE
CENTRAL FLORIDA TOWING GAINESVILLE, LLC gives Notice of closure of liens and intent to sell vehicles on 09/01/2019, 10:00 AM, 1312 S. MAIN ST. GAINESVILLE, FL 32601 pursuant to sub 713.78 of the Florida Statutes. CEI FLORIDA TOWING OF GAINESVILLE reserves the right to accept any and/or all bids.

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August 19, 2019
#A000957250

NOTICE OF PUBLIC SALE
TITLE TOWN TOWING, LLC gives Notice of closure of liens and intent to sell vehicles on 09/01/2019, 10:00 AM, 1312 S. MAIN ST. GAINESVILLE, FL 32601 pursuant to sub 713.78 of the Florida Statutes. CEI FLORIDA TOWING OF GAINESVILLE reserves the right to accept any and/or all bids.

August 19, 2019
#A000957251

EXHIBIT B
MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT FOR ISSUANCE OF HEALTH FACILITIES REVENUE BONDS

This Agreement (the "Agreement") is between the Alachua County Health Facilities Authority, a public body corporate and politic under the laws of the State of Florida (the "Authority"), and Shands Teaching Hospital and Clinics, 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. 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, or use such proceeds, to defray the cost of acquiring, by purchase or construction, certain qualifying health facilities in the manner and to the extent provided therein and to issue refunding bonds for the purpose of refunding any of its revenue bonds currently outstanding.

b. The Borrower is considering financing, refinancing, and reimbursing prior expenditures relating to a portion of the costs or acquisition, construction and equipping of capital improvements to the healthcare and related facilities owned and/or operated by the Borrower and is considering the refunding of certain of the Authority's outstanding bonds issued on behalf of the Borrower.

c. The Authority, pursuant to its Resolution, adopted on August 27, 2019 (the "Resolution") 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 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, refinance or reimburse all or a portion of the costs of the Project (as defined in the Resolution), to refund the Refunded Bonds (as defined in the Resolution), fund any necessary reserves, and pay for all or a portion of the costs incurred in issuing the Bonds by the Authority and the Borrower, up to an aggregate principal amount not to exceed \$371,000,000.

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. Undertaking 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, as appointed in the Resolution, 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, refinance and/or reimburse all or a portion of the costs of constructing, acquiring, equipping and improving the Project, to refund the Refunded Bonds, 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, escrow agreements, 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 or to reimburse the Borrower for all costs of acquiring, constructing, renovating and equipping the Project, refunding the Refunded Bonds or that the 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 or other agreements approved by the Authority, except to the extent payable out of amounts attributable to the Bond proceeds. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit of Alachua County, Florida (the "County"), 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. Undertaking on the Part of 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 of 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, refinance or reimburse all or a portion of the Project and to refund the Refunded Bonds. 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 premiums, 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 issuance of the Bonds, 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 Bryant Miller Olive P.A., as bond counsel.

d. The Borrower will hold the Authority and County free and harmless from any loss or damage and from any taxes or other charges levied or assessed for any reason or due to any disposition of the Project.

e. The Borrower agrees to indemnify and defend the Authority and the County and hold the Authority and the County 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 or the County's gross negligence or willful misconduct. In the event that the Bonds are not issued and delivered, this indemnity shall survive the termination of the Agreement.

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 December 31, 2020, or such later date as shall be mutually satisfactory to the Authority and the Borrower, but the first series of Bonds must be issued prior to December 31, 2019:

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 the Authority as to such matters with respect to the Bonds, the Project, the Refunded Bonds, the Financing Agreements, and any other trust instrument, 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 Borrower of all licenses, approvals, and permits from any applicable governmental authorities required to be in place currently in connection with its ownership and operation of any portion of the Project.

e. If the events set forth in this Section 4 hereof do not take place within the time herein required, or any extension thereof, the Borrower agrees that it will reimburse the Authority for all the reasonable and necessary direct or indirect expenses which the Authority 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.

5. Binding Effects. 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 or the Borrower whether so expressed or not.

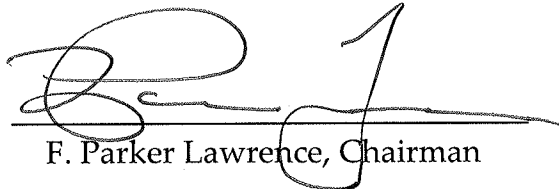
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunder duly authorized as of the 27th day of August 2019.

(SEAL)



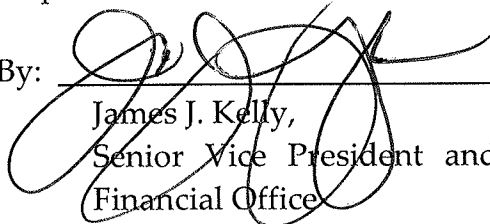
**ALACHUA COUNTY HEALTH
FACILITIES AUTHORITY**

By: 
F. Parker Lawrence, Chairman

ATTEST:

By: 
Daniel D. Faron, Secretary

**SHANDS TEACHING HOSPITAL AND
CLINICS, INC.,** a Florida not-for-profit
corporation

By: 
James J. Kelly,
Senior Vice President and Chief
Financial Officer