

KINGSTON CITY COUNCIL PUBLIC HEARING
TUESDAY, SEPTEMBER 11, 2018 – 5:30 P.M.
KINGSTON CITY HALL

The Kingston City Council held a Public Hearing on Tuesday, September 11, 2018 at 5:30 p.m. Mayor Neal called the Hearing to Order.

Those in Attendance were:

Ed Gray and Scott Kelman

City Council Members – Wright, Vice Mayor Childs and Mayor Neal.

Staff present - City Manager David Bolling, and City Attorney Jack McPherson.

CITIZEN COMMENTS – NONE

REGULAR MEETING KINGSTON CITY COUNCIL
TUESDAY, SEPTEMBER 11, 2018 – 6:00 P.M.
KINGSTON CITY HALL

The Kingston City Council met in regular session on Tuesday, September 11, 2018 at 6:00 p.m. Mayor Neal called the meeting to order. Council Member Tony Brown gave the Invocation and Council Member Tara Stockton led the pledge. Upon roll call the following members were present: Council Member Brown, Vice Mayor Childs, Council Member Humphreys, Council Member Stockton, Council Member White, Council Member Wright, and Mayor Neal. Staff present: City Manager David Bolling, Finance Director Carolyn Brewer, City Clerk Marsha Marshall, and City Attorney Jack McPherson.

PREVIOUS MINUTES

A motion was made by Council Member Wright, second by Vice Mayor Childs to waive the reading and approve as written the minutes of the regular meeting on August 14, 2018.

The motion passed with a unanimous roll call vote. 7 Ayes

CITIZEN COMMENTS –NONE

PERSONS TO APPEAR – City Manager David Bolling presented a Certificate and Pin to Brent Barger the Employee of the Month for August.

REPORTS – MAYOR AND COUNCIL – Member Stockton, Member Brown,

CITY MANAGER – Mr. Bolling reported on the Dog Park at Brentwood; Received the \$500,000 grant check for the Amphitheater: TDEC approval for burn training for the Fire Department; Future workshop item of scheduling brush pickup; upcoming Muir Fest; Publicly thanked all employees and citizens that worked so hard to save the recent accident victim.

ADDITION OF ITEMS TO THE MEETING AGENDA RECEIVED AFTER CLOSE OF AGENDA DEADLINE (BY UNANIMOUS CONSENT OF ALL MEMBERS PRESENT). – NONE

UNFINISHED BUSINESS – NONE

NEW BUSINESS –

1. **Authorize the Mayor to Enter into a Contract With the Tennessee Department of Transportation for the Utilization of Surface Transportation Program (STP) Funds to Pave Ladd Landing Boulevard**

A motion was made by Council Member White, second by Member Stockton to Authorize the Mayor to Enter into a Contract With the Tennessee Department of Transportation for the Utilization of Surface Transportation Program (STP) Funds to Pave Ladd Landing Boulevard

The motion passed with a unanimous roll call vote. 7 Ayes

2. **Adopt Resolution No. 18-9-11-1 of the City Council of the City of Kingston, Tennessee, Approving, Solely for the Purposes of Section 147(F) of the Internal Revenue Code, the Issuance by the Capital Trust Agency of Its Senior Living Revenue Bonds (American Eagle Portfolio Project), Series 2018, for the Purpose of Financing the Senior Living Facilities Herein Described, One of Which is Located in the City; and Providing an Effective Date**

A motion was made by Vice Mayor Childs, second by Council Member Wright Adopt Resolution No. 18-9-11-1 of the City Council of the City of Kingston, Tennessee, Approving, Solely for the Purposes of Section 147(F) of the Internal Revenue Code, the Issuance by the Capital Trust Agency of Its Senior Living Revenue Bonds (American Eagle Portfolio Project), Series 2018, for the Purpose of Financing the Senior Living Facilities Herein Described, One of Which is Located in the City; and Providing an Effective Date

The motion passed with a unanimous roll call vote. 7 Ayes

3. **Adopt Resolution No. 18-9-11-2 to Authorize the City of Kingston to Participate with Roane County in Joint Bids in Delinquent Tax Sales and to Authorize the Execution of an Agreement to Formalize the Arrangement to Deal with Property Acquired at the Tax Sale**

A motion was made by Council Member White, second by Council Member Stockton to Adopt Resolution No. 18-9-11-2 to Authorize the City of Kingston to Participate with Roane County in Joint Bids in Delinquent Tax Sales and to Authorize the Execution of an Agreement to Formalize the Arrangement to Deal with Property Acquired at the Tax Sale

The motion passed with a unanimous roll call vote. 7 Ayes

4. **First Reading of Ordinance No. 18-9-11-1 of the City of Kingston, Tennessee Adopting the 2018 Edition of the International Building Code (IBC) and Related Code**

A motion was made by Council Member Wright, second by Council Member Stockton to pass on First Reading of Ordinance No. 18-9-11-1 of the City of Kingston, Tennessee Adopting the 2018 Edition of the International Building Code (IBC) and Related Code

The motion passed with a unanimous roll call vote. 7 Ayes

5. **First Reading of Ordinance No. 18-9-11-2 of the City of Kingston, Tennessee Adopting the 2018 Edition of the International Residential Code (IRC)**

A motion was made by Council Member Wright, second by Council Member Stockton to pass on First Reading of Ordinance No. 18-9-11-2 of the City of Kingston, Tennessee Adopting the 2018 Edition of the International Residential Code (IRC)

Discussion: City Attorney Jack McPherson to meet with County Codes Enforcer Mr. Cofer to make sure of clarification of Ordinance

The motion passed with a unanimous roll call vote. 7 Ayes

6. Adopt Resolution No. 18-9-11-3 Authorizing the City of Kingston to Participate in the Pool's James L. Richardson "Driver Safety" Matching Grant Program

A motion was made by Member White, second by Vice Mayor Childs to Adopt Resolution No. 18-9-11-3 Authorizing the City of Kingston to Participate in the Pool's James L. Richardson "Driver Safety" Matching Grant Program

The motion passed with a unanimous roll call vote. 7 Ayes

7. Approve List of Surplus Items

A motion was made by Council Member Stockton, second by Vice Mayor Childs to Approve the List of Surplus Items

The motion passed with a unanimous roll call vote. 7 Ayes

Mayor Neal adjourned the meeting.

APPROVED October 9, 2018


Tim Neal, Mayor

ATTEST:


City Clerk

RESOLUTION NO. 18-9-11-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KINGSTON, TENNESSEE, APPROVING, SOLELY FOR THE PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE, THE ISSUANCE BY THE CAPITAL TRUST AGENCY OF ITS SENIOR LIVING REVENUE BONDS (AMERICAN EAGLE PORTFOLIO PROJECT), SERIES 2018, FOR THE PURPOSE OF FINANCING THE SENIOR LIVING FACILITIES HEREIN DESCRIBED, ONE OF WHICH IS LOCATED IN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of the City of Kingston (the "City"), Tennessee (the "State"), has been informed that the Capital Trust Agency (the "Issuer") proposes to issue a principal amount not exceeding \$275,000,000 of its Senior Living Revenue Bonds (American Eagle Portfolio Project), Series 2018, in one or more tax-exempt or taxable series (the "Bonds"), the proceeds of which will be loaned to American Eagle Delaware Holding Company LLC, a Delaware limited liability company (the "Borrower"), and/or one or more related and/or affiliated entities (collectively, the "Obligated Group"), for the purpose of financing or refinancing, including through reimbursement, (i) the acquisition, construction, renovation, installation and equipping of the Senior Living Facilities (as hereinafter defined) to provide independent living, assisted living and memory care facilities for the elderly, (ii) the funding of an operating and maintenance fund to finance certain capital expenditures and start-up costs related to the Senior Living Facilities, (iii) the funding of one or more debt service reserve funds for the Bonds, and (iv) the payment of certain costs of issuing the Bonds (collectively, the "Project"); and

WHEREAS, the Senior Living Facilities consist of approximately seventeen independent living, assisted living and memory care facilities located in the States of Alabama, Colorado, Florida, Minnesota, Ohio, Tennessee, Texas and Wisconsin (collectively, the "Senior Living Facilities"), one of which is located in Kingston, Tennessee (the "Kingston Project"); and

WHEREAS, the Kingston Project is a senior living community in the jurisdiction of the City of Kingston, known as Brookdale Kingston, located on approximately 2.30 acres at 1098 Bradford Way, Kingston, Tennessee, including land, buildings and equipment, consisting of approximately 39 assisted living units (including approximately 47 beds) to be acquired by American Eagle Kingston LLC, a Tennessee limited liability company whose sole member is the Borrower, with proceeds of the Bonds not to exceed \$5,500,000; and

WHEREAS, the Borrower and the Issuer have requested the City Council approve the issuance of the Bonds for purposes of Section 147(f) of the Code; and

WHEREAS, the Bonds, when issued by the Issuer, will be special, limited obligations of the Issuer payable solely from the proceeds to be derived from the repayment of the related

loan to the Borrower or from the security pledged therefor by the Obligated Group, and the City will not be obligated to pay the Bonds or have any obligation or liability pecuniary or otherwise in any respect whatsoever with respect to the Bonds or the Kingston Project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kingston, Tennessee:

SECTION 1. Public Hearing. Pursuant to the Notice published in the *Roan County News*, a newspaper of general circulation in the City, not less than fourteen (14) days prior to the date hereof, a public hearing was held by the Issuer, as hearing officer (the "Hearing Officer") on behalf of the City Council, as required by Section 147(f) of the Code on the date hereof. A proof of publication of such Notice is attached hereto as Exhibit A and a Report of the Hearing Officer is attached hereto as Exhibit B, and are hereby incorporated herein by reference.

SECTION 2. Approval for Purposes of Section 147(f) of the Code. Solely for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, the City Council hereby approves the issuance of the Bonds by the Issuer in an aggregate principal amount not exceeding \$275,000,000.

SECTION 3. Payment of Fees and Costs by Borrower. The fees and expenses of the City shall be paid by the Borrower at or prior to issuance of the Bonds.

SECTION 4. No Liability or Endorsement. The City shall have no obligation with respect to the Bonds, and the approval given herein by the City Council shall not be deemed or construed to create any obligation or liability, pecuniary or otherwise, of the City, in connection with either the Bonds or the Kingston Project in any respect whatsoever and the Issuer shall so provide in the documents related to the issuance of the Bonds. The general credit or taxing power of the City and the State of Tennessee or any political subdivision or public agency thereof shall not be pledged to the payment of the Bonds. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the City that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States.

No recourse under or upon any obligation, covenant or agreement of this Resolution or the Bonds or any agreement executed in connection with the Bonds, or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Council, the Mayor, the Clerk or the City Attorney or any other staff or professionals retained by the City in connection with the issuance of the Bonds, as such, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Council, the Mayor, the Clerk or the City Attorney or any other staff or professionals retained by the City in connection with the issuance of the Bonds, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal

liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Council, the Mayor, the Clerk or the City Attorney or any other staff or professionals retained by the City in connection with the issuance of the Bonds, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution on the part of the City.

SECTION 5. Limited Scope of Approval. The approval given herein shall not be construed as: (i) an endorsement of the creditworthiness of the Borrower or the financial viability of any portion 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 Kingston Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any endorsement, finding or recommendation or to have waived any right of the City Council or to have estopped the City Council from asserting any rights or responsibilities it may have in such regard.

SECTION 6. Indemnification. The receipt by the City of the indemnifications from the Borrower and the bond underwriter attached hereto as Exhibit C and Exhibit D, respectively, and incorporated hereby by reference, are a material inducement to the City in granting the approvals set forth herein.

[Remainder of Page Intentionally Left Blank]

SECTION 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED by the City Council of the City of Kingston, Tennessee, this 11th day of September, 2018.



CITY COUNCIL OF THE CITY OF KINGSTON,
TENNESSEE

By: Timothy F. Neal
Timothy F. Neal, Mayor

ATTEST:

By: Marsha P. Marshall
Marsha Marshall, City Clerk

Approved as to form and legality:

By: Jack H. McPherson, Jr.
Jack H. McPherson, Jr., City Attorney

- Exhibit A: Publisher's Affidavit Regarding Notice of Public Hearing
- Exhibit B: Report of Hearing Officer
- Exhibit C: Borrower's Indemnification Certificate
- Exhibit D: Underwriter's Indemnity Agreement

EXHIBIT A

PROOF OF PUBLICATION

[Attached]

ROANE NEWSPAPERS

Roane County News, Morgan County News, R.C News Record, Web Printing Plant
P.O. Box 610, 204 Franklin St., Kingston, TN. 37763. 865-376-3481
Fax 865-376-1945

TO: Foley & Lardner LLP
ADVERTISING: Legal Advertisement

EDITOR'S AFFIDAVIT

State of Tennessee, Roane County

I, Hugh Willett, make oath that the attached advertisement or notice was published in:

 X The Roane County News, tri weekly newspaper published at Kingston
 The Morgan County News, a weekly newspaper published at Wartburg

Also www.tnpublicnotice.com for all runs required by Tenn.Code
Ann. 1-3-120(2013) There will only be one tear sheet attached to cover all runs.

In said county and state, and that the advertisement or notice of:
Notice of Public Hearing, "Senior Living Facilities"

was published in said newspaper on the following date(s): 08/27/2018

Signed 

Subscribed and sworn to before me this 6th day of September, 2018


Notary Public



ROANE NEWSPAPERS

Roane County News, Morgan County News
P.O. Box 610, 204 Franklin St.,
Fax 865-376-1945

TO: Foley & Lardner LLP
ADVERTISING: Legal Affairs

EDITOR'S AFFIDAVIT

State of Tennessee, Roane County

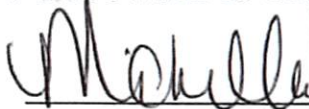
I, Hugh Willett, make oath
published in:

X The Roane County News
The Morgan County News

Also www.tnpublicnotice.com
Ann. 1-3-120(2013) There
runs.

In said county and state, and
Notice of Public Hearing, "S"
was published in said news

Subscribed and sworn to before me


Notary Public

NOTICE OF PUBLIC HEARING

The Capital Trust Agency (the "CTA") has been requested by American Eagle Delaware Holding Company LLC, a Delaware limited liability company (the "Borrower"), and one or more related or affiliated entities (collectively, the "Obligated Group"), to issue its Senior Living Revenue Bonds (American Eagle Portfolio Project), in one or more tax-exempt or taxable series, in an aggregate principal amount not to exceed \$275,000,000 (the "Bonds"). The Capital Trust Agency (the "CTA") has been requested by American Eagle Delaware Holding Company LLC, a Delaware limited liability company (the "Borrower"), and one or more related or affiliated entities (collectively, the "Obligated Group"), to issue its Senior Living Revenue Bonds (American Eagle Portfolio Project), in one or more tax-exempt or taxable series, in an aggregate principal amount not to exceed \$275,000,000 (the "Bonds"). For the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that the CTA will hold a public hearing on behalf of the City Council (the "City Council") of the City of Kingston, Tennessee (the "City") at 5:30 p.m., or as soon thereafter as practicable, on September 11, 2018, in the City Council Room, City Hall, 900 Waterford Place, Kingston, Tennessee. The purpose of the hearing is to consider authorization of a plan of finance that includes the issuance of the Bonds by the CTA to provide funds to be loaned by the CTA to the Borrower for the purpose of financing or refinancing, including through reimbursement, (i) the acquisition, construction, renovation, installation and equipping of the Senior Living Facilities (as defined below) to provide independent liv-

Palmer Park LLC, a Colorado limited liability company whose sole member is the Borrower, with proceeds of the Bonds not to exceed \$14,135,000; (d) a senior living community known as Brookdale Leesburg, located on approximately 3.00 acres at 700 and 710 South Lake Street, Leesburg, Lake County, Florida, including land, buildings and equipment, consisting of approximately 73 assisted or memory care units (including approximately 78 beds), with 700 South Lake Street to be acquired by American Eagle Leesburg AL LLC and 710 South Lake Street to be acquired by American Eagle Leesburg MC LLC, each a Florida limited liability company whose sole member is the Borrower, with aggregate proceeds of the Bonds not to exceed \$18,750,000; (e) a senior living community known as Brookdale Venice Island, located on approximately 3.03 acres at 1200 Avenida del Circo, Venice, Sarasota County, Florida, including land, buildings and equipment, consisting of approximately 42 memory care units (including approximately 42 beds), to be acquired by American Eagle Venice Island LLC, a Florida limited liability company whose sole member is the Borrower, with proceeds of the Bonds not to exceed \$13,035,000; (f) a senior living community known as Brookdale Titusville, located on approximately 16.07 acres at 1800 Harrison Street, Titusville, Brevard County, Florida, including land, buildings and equipment, consisting of approximately 124 assisted living or memory care units (including approximately 134 beds), to be acquired by American Eagle Titusville LLC, a Florida limited liability company whose sole member is the Borrower, with proceeds of the Bonds not to exceed \$22,440,000; (g) a senior living community known as Brookdale Eau Gallie, located on approximately 6.00 acres at 2680 Croton Road, Melbourne, Brevard County, Florida, including land, buildings and equipment, consisting of approximately 72 assisted living units (including approximately 74 beds), to be acquired by American Eagle Eau Gallie LLC, a Florida

at 160 Islander Court, Longwood, Seminole County, Florida, including land, buildings and equipment, consisting of approximately 267 independent living or assisted living units (including approximately 327 beds), to be acquired by American Eagle Island Lake LLC, a Florida limited liability company whose sole member is the Borrower, with proceeds of the Bonds not to exceed \$81,705,000; (h) a senior living community known as Brookdale Owatonna, located on approximately 2.84 acres at 334 and 364 Cedardale Drive Southeast, Owatonna, Steele County, Minnesota, including land, buildings and equipment, consisting of approximately 43 assisted living or memory care units (including approximately 46 beds), with 334 Cedardale Drive to be acquired by American Eagle Owatonna AL LLC and 364 Cedardale Drive to be acquired by American Eagle Owatonna MC LLC, each a Minnesota limited liability company whose sole member is the Borrower, with aggregate proceeds of the Bonds not to exceed \$7,310,000; (m) a senior living community known as Brookdale Newark, located on approximately 2.41 acres at 331 Goosepond Road, Newark, Licking County, Ohio, including land, buildings and equipment, consisting of approximately 42 assisted living units (including approximately 42 beds), to be acquired by American Eagle Newark LLC, an Ohio limited liability company whose sole member is the Borrower, with proceeds of the Bonds not to exceed \$7,425,000; (n) a senior living community known as Brookdale Ravenna, located on approximately 5.57 acres at 141 Chestnut Hills Drive, Ravenna, Portage County, Ohio, including land, buildings and equipment, consisting of approximately 50 assisted living or memory care units (including approximately 53 beds), to be acquired by American Eagle Ravenna LLC, an Ohio limited liability company whose sole member is the Borrower, with proceeds of the Bonds not to

be Greenbrier Senior Living, LLC. The City will neither issue nor be obligated in any manner with respect to the Bonds. The Bonds, when issued, will be special, limited obligations of the CTA payable solely out of the revenues, income and receipts pledged to the payment thereof, and the CTA will not be obligated to pay the principal of, premium, if any, or interest on the Bonds except from the loan payments of the Borrower and any other amounts received from the Obligated Group. The Bonds will not constitute: (i) a debt, liability or obligation of the CTA, the City, the State of Florida, the State of Tennessee or any political subdivision, public agency or municipality thereof, (ii) a pledge of the full faith and credit of the CTA, the City, the State of Florida, the State of Tennessee or any political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory provision. The CTA has no taxing power. At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve the issuance of said Bonds and the plan of finance. Prior to said public hearing, written comments may be delivered to the City. Attention: City Manager, City of Kingston, 900 Waterford Place, Kingston, Tennessee 37763. All persons are advised that, if they decide to appeal any decision made by the City with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceeding is made, which record include the testimony and evidence upon which the appeal is to be based. A interested persons are invited to present the comments at the time and place set forth above. THE CITY ADHERES TO THE AMERICANS WITH DISABILITIES ACT AND WILL MAKE REASONABLE ACCOMMODATIONS

EXHIBIT B

REPORT OF HEARING OFFICER

[Attached]

REPORT OF HEARING OFFICER

American Eagle/City of Kingston, Tennessee

This instrument shall constitute the official report of the undersigned designated official of the Capital Trust Agency (the "Agency"), a separate legal and public agency created and existing under Chapter 163, Part I, and Chapter 617, Florida Statutes, and established and empowered by the provisions of Chapter 159, Part II, Florida Statutes, Chapter 163, Part I, et seq., Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes and other applicable provisions of law, with respect to a public hearing scheduled and held by the Agency on September 11, 2018, as approved by the City Manager of the City of Kingston, Tennessee (the "City"), a municipal corporation of the State of Tennessee, in connection with the proposed issuance of the Agency's not exceeding \$275,000,000 Senior Living Revenue Bonds (American Eagle Portfolio Project), Series 2018 (the "Bonds"), on behalf of American Eagle Delaware Holding Company LLC, a Florida limited liability company, and one or more related or affiliated entities (as applicable, collectively, the "Borrower"). The proceeds of the Bonds will be loaned to the Borrower in order to finance or refinance, including through reimbursement, (i) the acquisition, construction, renovation, installation and equipping of approximately seventeen independent living, assisted living and memory care facilities for the elderly, (ii) the funding of an operating and maintenance fund to finance certain capital expenditures and start-up costs related to the Senior Living Facilities, (iii) the funding of one or more debt service reserve funds for the Bonds, and (iv) the payment of certain costs of issuing the Bonds (collectively, the "Project").

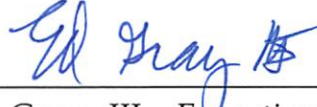
The public hearing was duly advertised in the *Roane County News*, a newspaper of general circulation in the jurisdiction of the City, on August 27, 2018. The proof of publication was presented to me at such hearing, and a copy is attached hereto as Exhibit "A" (the "Notice").

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Project. Information about the proposed Bonds, the locations of the Project, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input. It was noted that no members of the public were present and no written communication was received.

[The remainder of this page is intentionally blank; signature page follows.]

The undersigned then concluded the hearing. A written transcript of the hearing is attached hereto as Exhibit "B".

Respectfully submitted,

By: 
Ed Gray III, Executive
Director on behalf of the
Agency

[Signature Page to Report of Hearing Officer – American Eagle/City of Kingston, TN]

**THE CITY OF KINGSTON TEFRA HEARING PROCEDURES
(American Eagle Portfolio)**

OPEN THE TEFRA HEARING:

This is a hearing for purposes of the federal Tax Equity and Fiscal Responsibility Act ("TEFRA"), as required by section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the possible issuance by the Capital Trust Agency of one or more series of its Senior Living Revenue Bonds (American Eagle Portfolio Project) in an aggregate principal amount of not to exceed \$275,000,000.

OPTIONAL DIALOG:

(1) Describe the facilities to be financed with the Bonds.

The Bonds are being issued for the purpose of financing or refinancing, including through reimbursement, the acquisition, construction, renovation, installation and equipping of seventeen senior living facilities located in the States of Alabama, Colorado, Florida, Minnesota, Ohio, Tennessee, Texas and Wisconsin (collectively, the "Senior Living Facilities"), one of which is located in Kingston, Tennessee (hereinafter referred to as, the "Kingston Project").

The Kingston Project is a senior living facility located in the jurisdiction of the City of Kingston, Tennessee (the "City"), known as Brookdale Kingston, located on approximately 2.30 acres at 1098 Bradford Way, Kingston, Tennessee, including land, buildings, and equipment, consisting of approximately 39 assisted living units (including approximately 47 beds) to be acquired by American Eagle Kingston LLC, a Tennessee limited liability company, with proceeds of the Bonds not to exceed \$5,500,000.

(2) Describe how the Bond proceeds will be used.

The proceeds of the Bonds will be loaned to American Eagle Delaware Holding Company LLC, a Delaware limited liability company (the "Borrower") and certain related or affiliated entities (collectively, the "Obligated Group"), for the purpose of financing or refinancing, including through reimbursement, (A) the acquisition, construction, renovation, installation and equipping of the Senior Living Facilities to provide independent living, assisted living and memory care facilities for the elderly, (B) the funding of an operating and maintenance fund to finance certain capital expenditures and start-up costs related to the Senior Living Facilities, and (D) the payment of certain costs associated with issuing the Bonds (collectively, the "Project").

(3) What is the public purpose for the Bond Issue?

Based solely upon representations and information provided by the Borrower, the issuance of the Bonds to finance the Kingston Project is appropriate to the needs and circumstances of the community in which each of the Senior Living Facilities is located and serves a public purpose by (i) providing and preserving gainful employment and making a significant contribution to the economic growth of the local community, (ii) promoting commerce within the State of Tennessee, (iii) providing safe, decent and accessible housing for the elderly, and (iv) advancing the economic prosperity, public health, and the general welfare of the State of Tennessee and its people.

(4) Will the Capital Trust Agency or the City be responsible for repaying the Bonds?

The Bonds will expressly state that none of the Capital Trust Agency, the City of Gulf Breeze, Florida, the City of Kingston, Tennessee, or any other municipality, political subdivision, or public agency of the States of Alabama, Colorado, Florida, Minnesota, Ohio, Tennessee, Texas or Wisconsin are liable to pay the principal of or interest on the Bonds.

(5) What is the maximum amount of tax-exempt Bonds that will be issued?

The maximum amount of tax-exempt Bonds to be issued to provide funds for the Project will be approximately \$275,000,000. The maximum amount of tax-exempt Bonds to be issued to provide funds for the Kingston Project will be approximately \$5,500,000.

THE AUDIENCE SHOULD BE ASKED:

(1) Are there any persons who wish to speak for or against the Bonds or the Project to be financed thereby?

(2) Have any written communications been received (read into record).

THEN CONCLUDE THE PUBLIC HEARING.

EXHIBIT C

BORROWER'S INDEMNIFICATION CERTIFICATE

September 11, 2018

The undersigned hereby certifies that he or she is authorized to execute and deliver this Indemnification Certificate of the Borrower and further represents, on behalf of American Eagle Delaware Holding Company LLC, a Delaware limited liability company (the "Borrower"), and/or one or more related and/or affiliated entities (collectively, the "Obligated Group"), the following (capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in Resolution No. 2018-___ adopted by the City Council (the "City Council") of the City of Kingston, Tennessee (the "City") on September 11, 2018 (the "City Resolution") approving the issuance of the hereinafter defined Bonds:

(1) At the request of the Borrower, the Capital Trust Agency (the "Issuer") proposes to issue a principal amount not exceeding \$275,000,000 of its Senior Living Revenue Bonds (American Eagle Portfolio Project), Series 2018 (the "Bonds"), the proceeds of which will be loaned to the Borrower for the purpose of financing or refinancing, including through reimbursement, (i) the acquisition, construction, renovation, installation and equipping of the Senior Living Facilities (as defined in the City Resolution) to provide independent living, assisted living and memory care facilities for the elderly, (ii) the funding of an operating and maintenance fund to finance certain capital expenditures and start-up costs related to the Senior Living Facilities, (iii) the funding of one or more debt service reserve funds for the Bonds, and (iv) the payment of certain costs of issuing the Bonds (collectively, the "Project");

(2) The Senior Living Facilities consist of seventeen independent living, assisted living and memory care facilities located throughout the States of Alabama, Colorado, Florida, Minnesota, Ohio, Tennessee, Texas and Wisconsin, one of which is located in Kingston, Tennessee (the "Kingston Project"). The Kingston Project is a senior living community in the jurisdiction of the City, currently known as Brookdale Kingston, located on approximately 2.30 acres at 1098 Bradford Way, Kingston, Tennessee, including land, buildings and equipment, consisting of approximately 39 assisted living units (including approximately 47 beds) to be acquired by American Eagle Kingston LLC to be financed or refinanced from the proceeds of the Bonds in an amount not exceeding \$5,500,000;

(3) The issuance of the Bonds to finance the Project: (i) is appropriate to the needs and circumstances of, and will make a significant contribution to, the economic growth of the City, (ii) will provide or preserve gainful employment, (iii) will promote commerce within the State of Tennessee, (iv) will provide safe, decent and accessible housing for the elderly, and (v) will serve a public purpose by advancing the economic prosperity, public health, and the general welfare of the State of Tennessee and its people by providing for a senior living facility;

(4) The Borrower represents that the City will continue to be able to cope satisfactorily with the impact of the Kingston Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the operation, repair, and maintenance of the Kingston Project and on account of any increases in population or other circumstances resulting therefrom;

(5) The Borrower has requested that the City Council approve the issuance of the Bonds for purposes of Section 147(f) of the Code; and


(6) The City desires indemnification from the Borrower as a material inducement to the City Council granting such approval.

NOW THEREFORE, THE UNDERSIGNED, ON BEHALF OF THE BORROWER, DOES HEREBY: Agree to defend the City and its officials, employees, attorneys and agents and the members of the City Council, and hold the City and its officials, employees, attorneys and agents and the members of the City Council, 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 issuance of the Bonds or the acquisition or operation of the Kingston Project by or on behalf of the Borrower, including in the case of any and all negligence of such indemnitee, or in any way growing out of or resulting from the Kingston Project or from the issuance, sale or delivery of the Bonds, including, but not limited to, liabilities or costs arising under the Code, the Securities Act of 1933, the Securities Exchange Act of 1934 or any applicable securities law of the State, including, without limitation, all costs and expenses of the City, including reasonable attorneys' fees, incurred in connection therewith.

[The remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Borrower has executed this Indemnification Certificate as of the date first written above.

AMERICAN EAGLE DELAWARE HOLDING
COMPANY LLC, a Delaware limited liability
company

By: _____

Name: **Elan Ruggill**

Title: **Vice President & Secretary**

[Signature Page | Borrower's Indemnification Certificate – Kingston]

EXHIBIT D

UNDERWRITER'S INDEMNITY AGREEMENT

September 11, 2018

The undersigned on behalf of Piper Jaffray & Co. (the "Underwriter"), hereby proposes to enter into the following agreement, in consideration for the approval pursuant to Section 147(d) of the Internal Revenue Code of 1986, as amended, of the Capital Trust Agency Senior Living Revenue Bonds (American Eagle Portfolio Project), Series 2018 (the "Bonds") by the City of Kingston, Tennessee (the "City"), as follows:

The Underwriter represents to the City that (i) the Bonds will be offered and sold by the Underwriter in accordance with applicable state and federal laws and (ii) the Underwriter will provide access to an Official Statement to purchasers of the Bonds in accordance with applicable laws.

The Underwriter agrees to indemnify and hold harmless the City and its respective members, directors, officers, agents and employees (all of such indemnified parties being herein referred to as "Indemnified Parties") against any and all losses, claims, damages and liabilities (including without limitation the reasonable costs of investigating and defending any such claim or liability and the reasonable counsel fees incurred in connection therewith) (i) arising out of a violation by the Underwriter of its representations made in this Agreement; (ii) arising out of any statement or information contained in the offering document relating to the Bonds (the "Official Statement") which was provided in writing by the Underwriter, or describing therein the Underwriter or its activities with respect to the Bonds, that is untrue in any material respect, or the omission therefrom of any information regarding the Underwriter or its activities with respect to the Bonds which should be contained therein which is necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading in any material respect; or (iii) caused by the failure of the Underwriter to comply with any registration or qualification requirements applicable to the Underwriter of the Bonds under any securities or "Blue Sky" law of any jurisdiction in which such registration or qualification is required; or (iv) caused by the failure of the Underwriter to comply with any applicable rule of the Municipal Securities Rulemaking Board; and to the extent of the aggregate amount, paid in settlement of any litigation commenced or threatened arising from a claim based upon any such violation or failure to comply, if such settlement is effected with the written consent of the Underwriter.

In case any claim shall be made or action brought against the Indemnified Parties, based upon the Official Statement or this Agreement, in respect of which indemnity may be sought against the Underwriter, the Indemnified Parties shall promptly notify the Underwriter in writing setting forth the particulars of such claim or action and the Underwriter shall assume the defense thereof, including the retaining of counsel and the payment of all expenses. The

Indemnified Parties shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Parties unless the retaining of such counsel has been specifically approved by the Underwriter. If the Underwriter shall not have retained counsel for the defense of any such action or if the Indemnified Parties shall be advised and reasonably conclude that there may be defenses available to the City which are different from or additional to those available to the Underwriter, the Underwriter shall not have the right to direct the defense of action on behalf of any of the Indemnified Parties and the Indemnified Parties shall have the right to retain separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be assumed by the Indemnified Parties.


This Agreement is made solely for the benefit of the Indemnified Parties, and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representation and agreements by the undersigned in this Agreement shall survive the delivery of and payment for the Bonds, provided that said representations shall speak only as of the date hereof.

This Agreement shall be governed by the laws of the State of Tennessee.

[The remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Underwriter has caused its duly authorized representative to execute and deliver this Agreement as of the date first written above.

PIPER JAFFRAY & CO.

By: _____

Name: Richard W. Lohr

Title: Managing Director

[Signature Page | Underwriter's Indemnity Agreement –Kingston]

RESOLUTION NO. 18-9-11-2

A RESOLUTION TO AUTHORIZE THE CITY OF KINGSTON TO PARTICIPATE WITH ROANE COUNTY IN JOINT BIDS IN DELINQUENT TAX SALES AND TO AUTHORIZE THE EXECUTION OF AN AGREEMENT TO FORMALIZE THE ARRANGEMENT TO DEAL WITH PROPERTY ACQUIRED AT THE TAX SALE

WHEREAS, City Council of the city of Kingston deems it to be in the best interest of the city of Kingston and the citizens thereof to enter into an agreement with Roane County to participate in the tax sales and deal with the property acquired by the governmental entities at such sale.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KINGSTON that the Mayor be authorized to execute the Joint Bid Agreement attached hereto as Exhibit A.

This resolution shall take effect upon final passage, the public welfare requiring it.

Adopted: September 11, 2018



Mayor

ATTEST:



City Clerk

RESOLUTION NO. 18-9-11-3

**A RESOLUTION AUTHORIZING THE CITY OF KINGSTON
TO PARTICIPATE IN THE POOL'S JAMES L. RICHARDSON
"DRIVER SAFETY" MATCHING GRANT PROGRAM**

WHEREAS, the safety and well being of the employees and citizens of the City of Kingston is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Kingston employees; and

WHEREAS, The Pool seeks to encourage the safe operation of motor vehicles by offering the "DRIVER SAFETY" MATCHING GRANT PROGRAM; and


WHEREAS, the City of Kingston now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KINGSTON, TENNESSEE the following:

SECTION 1. The City of Kingston is hereby authorized to submit application for a "DRIVER SAFETY" MATCHING GRANT PROGRAM through the Loss Control Department of The Pool.

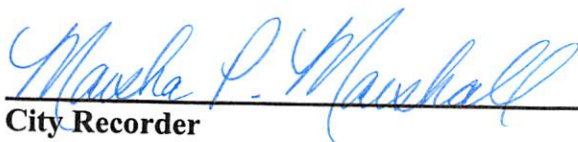
SECTION 2. The City of Kingston is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this 11th day of August in the year of 2018.



Mayor

ATTEST:


City Recorder