

**BEFORE THE HOSPITAL FACILITIES AUTHORITY
OF MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. _____

Authorizing the Issuance of Revenue Bonds, Series 2016 (Terwilliger Plaza Project) by the Hospital Facilities Authority of Multnomah County, Oregon.

The Board of Directors of The Hospital Facilities Authority of Multnomah County, Oregon Finds:

- a. The Board of Directors of The Hospital Facilities Authority of Multnomah County, Oregon (the “Authority”), a public authority organized and existing pursuant to Oregon Revised Statutes (“ORS”) Sections 441.525 to 441.595, inclusive (the “Act”), has received a request from Terwilliger Plaza, Inc., an Oregon nonprofit corporation (the “Borrower”), and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, to execute and deliver Revenue Refunding Bonds, in one or more series, in an aggregate principal amount not to exceed \$19,000,000 (the “Series 2016 Bonds”) to finance the costs of the following projects (collectively, the “Project”):
 1. Currently refunding the Authority’s Fixed Rate Revenue Bonds, 2006 Series A (Terwilliger Plaza Project) issued in the aggregate principal amount of \$14,765,000 and its Extendable Rate Adjustable SecuritiesSM, 2006 Series B-1 and B-2 (Terwilliger Plaza Project) issued in the aggregate principal amount of \$5,000,000 (collectively, the “Series 2006 Bonds”), dated December 20, 2006;
 2. Funding a debt service reserve fund, if required, and paying certain costs of issuance of the Bonds; and
 3. Payment of certain costs of issuance of the Series 2016 Bonds and of refunding the Series 2006 Bonds.
- b. The Authority previously issued the Series 2006 Bonds for the purpose of financing the costs of constructing, furnishing and equipping the Borrower’s continuing care retirement facilities located at 2545 SW Terwilliger Boulevard, Portland, Oregon 97201; 620 SW Caruthers Street, Portland, Oregon 97201; 2425 SW 6th Avenue, Portland, Oregon 97201 and 2405 SW 6th Avenue, Portland, Oregon 97201.

- c. The Authority has received an application from the Borrower in support of its request for financing the Project. The application includes the following:
 - 1. A letter from the Borrower dated March 15, 2016 requesting issuance of the Series 2016 Bonds on behalf of the Borrower and describing the Project;
 - 2. Independent Auditors' Report and Financial Statements for the years ended December 31, 2015 and 2014;
 - 3. Preliminary Financing Calendar of Events;
 - 4. Working Group Distribution List; and
- d. ORS Section 441.550 authorizes the Authority to borrow money and to issue revenue bonds for the purpose of carrying out its powers on such terms as the Board of Directors deems necessary or advisable. The Authority has determined that the execution and delivery of the financing documents described below and the use of the proceeds thereof by the Borrower to finance the Project is necessary and desirable and that such financing documents and the Project are in the best interest of the citizens of Multnomah County, Oregon.
- e. The Authority will sell and issue the Series 2016 Bonds and loan the proceeds thereof under the following financing documents (collectively, the "Financing Documents"), which may include, but are not limited to:
 - 1. One or more bond indentures or supplemental bond indentures between the Authority and U.S. Bank National Association, as bond trustee (the "Bond Trustee"), which may include an amended and restated bond indenture;
 - 2. One or more loan agreements or supplemental loan agreements between the Authority and the Borrower, which may include an amended and restated loan agreement;
 - 3. Preliminary and Final Official Statements;
 - 4. A Bond Purchase Agreement between the Borrower and B.C. Ziegler and Company as Underwriter (the "Underwriter"); and
 - 5. A Deed of Trust, Security Agreement and Assignment of Leases and Rents or modification of Deed of Trust.
- f. The Series 2016 Bonds may be issued in any combination of tax-exempt and taxable fixed rate bonds. The Borrower intends to enter into certain additional documents with various parties in connection with the issuance of the Series 2016 Bonds that may include, but are not limited to a continuing disclosure agreement, an escrow deposit agreement, a master trust indenture, one or more supplements to the master trust indenture, and the Financing Documents listed above.

- g. The principal of and interest on the Series 2016 Bonds will not constitute a debt of the Authority or Multnomah County, Oregon, nor shall the Series 2016 Bonds be payable from a tax of any nature levied upon any property within Multnomah County, Oregon nor within any other political subdivision of the State of Oregon. The Authority has no taxing power. The Series 2016 Bonds will be payable only from the revenues and resources provided or arranged by the Borrower.
- h. The Borrower, in connection with the issuance of the Series 2016 Bonds and refunding of the Series 2006 Bonds, has requested that the Authority amend the indenture of trust, loan agreement, deed of trust and other documents (the “Prior Bond Documents”) relating to the Issuer’s Revenue Refunding Bonds, Series 2012 (Terwilliger Plaza, Inc.) and the Series 2016 Bonds to provide for the delivery of a master trust indenture by the Borrower to secure such bonds.
- i. The Board determines that it is in the best interest for the Authority to provide adequate adult congregate care facilities and related services within Multnomah County, Oregon and to proceed with the issuance of the Series 2016 Bonds and to amend the Prior Bond Documents in such manners as is necessary to implement the master trust indenture. Capitalized terms not defined herein shall have the meanings set forth in the Financing Documents.

The Board of Directors of The Hospital Facilities Authority of Multnomah County, Oregon Resolves:

Section 1. The Authority does authorize and approve of the provisions of and directs the execution, sale, delivery and issuance by the Authority of the Series 2016 Bonds, in one or more series, in an aggregate principal amount not to exceed \$19,000,000 to finance the Project.

Section 2. The Authority designates each of the Chair, Vice Chair, Secretary, the Assistant Secretary, Chief Financial Officer of the County or the Authority's designee as “Authorized Representatives,” collectively, and as an “Authorized Representative,” individually, of the Authority to negotiate the terms and the sale of the Series 2016 Bonds and to determine and designate the dated date, the series designation, the maturity dates and amounts, the interest rates and interest rate modes, the optional and mandatory redemption provisions, with or without premium, if any, and the interest payment dates and such other provisions and terms of the Series 2016 Bonds as are deemed necessary and desirable for the issuance, sale and closing of the Series 2016 Bonds. The Series 2016 Bonds shall be executed by the facsimile signature of the Chair and shall be attested by the facsimile signature of an Authorized Representative of the Authority. The Series 2016 Bonds will mature not later than December 1, 2046. The Series 2016 Bonds shall be issued or executed in the form as may be approved by the Authorized Representative.

The Authorized Representative is authorized to execute and deliver a letter of intent, substantially in the form attached hereto as Exhibit A (the “Letter of Intent”), which sets forth the basic obligations of the Authority and the Borrower regarding the Series 2016 Bonds.

Section 3. The Board authorizes the Authorized Representative to review and approve the terms and provisions of the Financing Documents.

Section 4. The Authority provides for the establishment of the special funds as set forth in the Financing Documents, to be held in trust as set forth therein. The Authority is obligated to deposit proceeds of the Series 2016 Bonds to the funds as set forth in and as required by the Financing Documents. In addition, the Authority shall provide for the deposit of all of the loan payments payable to the Authority pursuant to the Financing Documents.

Section 5. The Authority's pledge for the payment of the Series 2016 Bonds shall be valid and binding from the date of the adoption of this Resolution against any parties having subsequent claims of any kind in tort, contract or otherwise against the Authority, irrespective of whether such parties have actual notice of this pledge. Pursuant to Oregon Revised Statutes Section 441.555(5), this pledge is noted in the Authority's minute book which shall contain this Resolution and which shall be constructive notice thereof to all parties, and neither this Resolution nor other instrument by which a pledge is created need be otherwise recorded, nor shall the filing of any financing statement under the Oregon Uniform Commercial Code be required to perfect such pledge. Any moneys or obligations so pledged and later received by the Authority shall immediately be subject to the lien of the pledge without any physical delivery or further act.

Section 6. The Authority authorizes the sale of the Series 2016 Bonds to the Underwriter pursuant to the terms and conditions of the Bond Purchase Agreement as may be approved by the Authorized Representative.

Section 7. The Authority directs the Authorized Representative to execute and deliver the Financing Documents in the forms and with such changes as may be approved by the Authorized Representative. The Authority authorizes the performance by the Authority of the obligations and duties on its part as contained in the Financing Documents. Any one or more of the Authorized Representatives shall approve, execute and deliver each of the above-described Financing Documents and such other documents as are necessary to consummate the sale and issuance of the Series 2016 Bonds.

Section 8. U.S. Bank National Association, in Portland, Oregon, is designated and approved as the Bond Trustee, Paying Agent and Bond Registrar of the Series 2016 Bonds. An Authorized Representative of the Authority is authorized to execute a Paying Agent and Bond Registrar Agreement, dated as of the date of closing, for and on behalf of the Authority. The Authority does request and authorize the Bond Registrar to execute the Certificate of Authentication as of the date of delivery of the Series 2016 Bonds. The Paying Agent and Bond Registrar shall maintain a record of the names and addresses of the registered owners of the Series 2016 Bonds. The records of the registered bond ownership are not public records within the meaning of Oregon Revised Statute Section 192.210(4).

Section 9. The Authority designates Orrick, Herrington & Sutcliffe LLP as Bond Counsel and Special Counsel to the Authority (collectively, "Bond Counsel") for the Series 2016 Bonds.

Section 10. During any time the Series 2016 Bonds are held in a book-entry only system (the “Book-Entry System”), the registered owner of all of the Series 2016 Bonds shall be The Depository Trust Company, New York, New York (“DTC”), and the Series 2016 Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Authority has entered into a Blanket Issuer Letter of Representations (the “Letter”) wherein the Authority represents that it will comply with the requirements stated in DTC's Operational Arrangements as they may be amended from time to time.

Section 11. For purposes of compliance by the Underwriter with Rule 15c2-12(b)(1) (the “Rule”) of the federal Securities and Exchange Commission, the Authority authorizes the distribution of the Preliminary Official Statement and the Official Statement by the Underwriter, and the Authorized Representatives are authorized to deem the Preliminary official Statement as "final" for purposes of the Rule.

Section 12. The Series 2016 Bonds may be transferred or subject to exchange, for fully registered Series 2016 Bonds as provided in the Financing Documents. All Series 2016 Bonds issued upon transfer of or in exchange for Series 2016 Bonds shall be valid obligations of the Authority evidencing the same obligation and shall be entitled to the same benefits as the Series 2016 Bonds surrendered for such exchange or transfer. All fees, expenses and charges of a paying agent and registrar shall be payable by the Borrower.

Section 13. The Authority may defease the Series 2016 Bonds as provided in the Financing Documents.

Section 14. In consideration of the purchase and acceptance of any or all of the Series 2016 Bonds by those who shall own the same from time to time (the “Owners”), the provisions of this Resolution shall be part of the contract of the Authority with the Owners and shall be deemed to be and shall constitute a contract between the Authority and the Owners. The covenants, pledges, and representations contained in this Resolution or in the closing documents executed in connection with the Series 2016 Bonds, including without limitation the Authority's covenants and pledges contained herein, and the other covenants and agreements herein set forth to be performed by or on behalf of the Authority shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any Series 2016 Bonds over any other thereof, except as expressly provided in or pursuant to this Resolution.

Section 15. Each Authorized Representative of the Authority is authorized to take such action and to approve, execute or deliver for and on behalf of the Authority such other and additional documents including, but not limited to a tax certificate and agreement, an Internal Revenue Service Information Report (Form 8038) and any documents necessary in the opinion of Bond Counsel, for the issuance, sale or administration of the Series 2016 Bonds. The Authorized Representatives are further authorized to carry out the transactions contemplated by the documents defined in the Financing Documents and as authorized and approved in this Bond Resolution, and to execute and deliver the Financing Documents, the Series 2016 Bonds, the Tax Certificate and Agreement and all other documents hereby authorized, to the respective parties entitled thereto, and to do any and all things and to execute and deliver any and all documents as may be necessary to amend the bond indenture, loan agreement, deed of trust and other

documents relating to the Series 2012 Bonds and Series 2016 Bonds to effectuate the implementation of a master trust indenture to secure such bonds.

ADOPTED and effective this ___ day of _____ 2016.

**THE HOSPITAL FACILITIES AUTHORITY
OF MULTNOMAH COUNTY, OREGON**

By _____
Chair

ATTEST:

By _____
Secretary

REVIEWED:
JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Jenny M. Madkour, County Attorney

EXHIBIT A

LETTER OF INTENT

between

**THE HOSPITAL FACILITIES AUTHORITY OF
MULTNOMAH COUNTY, OREGON**

and

TERWILLIGER PLAZA, INC.

THIS LETTER OF INTENT is between THE HOSPITAL FACILITIES AUTHORITY OF MULTNOMAH COUNTY, OREGON, a public authority of the State of Oregon (the “Authority”), and TERWILLIGER PLAZA, INC., an Oregon nonprofit corporation (the “Borrower”).

1. Preliminary Statement. Among the matters of mutual inducement, which have resulted in the execution of this Letter of Intent are the following:

a. The Authority is a public authority, authorized and empowered by ORS 441.525 to 441.595 (the “Act”) to issue revenue bonds for the purposes specified therein, including providing funds to nonprofit corporations sufficient to improve, extend, maintain, equip and furnish hospital facilities and adult congregate care facilities under the Act, upon such terms and conditions as the Authority may deem advisable.

b. The Authority proposes to issue its revenue refunding bonds, in one or more series, in an aggregate principal amount not to exceed \$19,000,000 (collectively, the “Bonds”). The proceeds of the Bonds will be used to make a loan to the Borrower to finance and/or refinance the costs of: (1) currently refunding the Authority’s Fixed Rate Revenue Bonds, 2006 Series A (Terwilliger Plaza Project) issued in the aggregate principal amount of \$14,765,000 and its Extendable Rate Adjustable SecuritiesSM, 2006 Series B-1 and B-2 (Terwilliger Plaza Project) issued in the aggregate principal amount of \$5,000,000 (collectively, the “Series 2006 Bonds”); and (2) funding a debt service reserve fund, if required, and paying certain costs of issuance of the Bonds and costs of refunding the Series 2006 Bonds (collectively, the “Project”).

The total estimated costs of the Project to be financed and refinanced with the proceeds of the Bonds will be in an aggregate principal amount not to exceed \$19,000,000.

c. The Authority deems it necessary and advisable that it take such action as may be required under the Act to authorize and issue the Bonds to finance and refinance all or a portion of the costs of the Project in a total amount not to exceed \$19,000,000.

d. The Authority finds that the issuance of the Bonds to finance and refinance the costs of the Project, and the loaning of the proceeds thereof to the Borrower constitutes a valid public purpose.

e. All references in this Letter of Intent to the Authority shall be deemed to include where appropriate its elected and appointed officials, employees and agents.

2. Undertakings on the Part of the Authority. Subject to (a) the conditions stated herein and (b) the preparation and approval of the various financing documents and review and approval by Bond Counsel, as defined below, the Authority agrees and represents as follows:

a. The Authority will, upon satisfaction by the Borrower of all conditions stated herein and all other conditions imposed on the Borrower by the Authority prior to issuance of the Bonds, authorize and cause the issuance of its Bonds to be payable solely from revenues and assets of the Borrower to the Authority pursuant to a loan agreement or other financing agreement between the Borrower and the Authority, which Bonds will be in an aggregate principal amount not to exceed \$19,000,000.

b. The Authority will adopt such proceedings and authorize the execution of such documents as may be necessary and advisable for the authorization, issuance, sale and delivery of the Bonds, and loan the proceeds of the Bonds to the Borrower to finance and refinance the Project, all as authorized by law and as mutually satisfactory to the Borrower and the Authority.

c. The amounts payable to the Authority under the loan agreement or other financing agreement will be sufficient to pay the principal of and the interest on, and redemption premium, if any, of the Bonds as and when the same become due and payable.

d. The Authority has appointed Orrick, Herrington & Sutcliffe LLP as bond counsel and special counsel to the Authority (collectively, "Bond Counsel"), to supervise the proceedings and to approve the legality of the Bonds, the tax-exempt status of interest on the Bonds and to conduct due diligence with respect to the Borrower and to assist in the review of the official statement for the Bonds.

e. Neither the Bonds nor the interest thereon shall be an obligation of the Authority, Multnomah County, Oregon (the "County") or the State of Oregon, or the personal

obligations of the elected or appointed officials, employees or agents of the Authority, the County or the State of Oregon within the meaning of any constitutional or statutory provisions whatsoever, but shall be payable solely from revenues or assets provided or arranged by the Borrower. The Bonds shall not be a general obligation of the Authority or its elected or appointed officials, employees or agents nor a pledge of the faith and credit of the Authority or its elected or appointed officials, employees or agents nor a debt or pledge of the faith and credit of the County or the State of Oregon. The Authority has no taxing authority.

f. No presently existing assets of the Authority or the County shall be given to secure the Bonds and the Bonds shall be repayable out of, and only out of, revenues or assets provided or arranged by the Borrower.

3. Undertakings on the Part of the Borrower. Subject to the conditions above stated, the Borrower agrees as follows:

a. The Borrower will cooperate with the Authority for the approval of all of the terms and conditions of the issuance of the Bonds, and in the sale of the Bonds in an aggregate principal amount not to exceed \$19,000,000 to be used to finance and refinance the Project.

b. At the time of closing of the Bonds, the Borrower will pay to the Authority, from Bond proceeds or other available Borrower funds, an issuer's fee equal to one dollar (\$1.00) per one thousand dollars (\$1,000) of the principal amount of the Bonds, but not less than \$10,000 and the Borrower will pay from Bond proceeds or other available Borrower funds, to Bond Counsel, fees based on the time incurred with respect to the Bonds and the Project based on its standard hourly rates plus its out-of-pocket expenses.

c. At the time of closing of the Bond sale, the Borrower will deliver an executed loan agreement or other financing agreement with the Authority, under which terms the Borrower will agree to pay the Authority loan payments sufficient in the aggregate to pay the principal of and interest on, and redemption premium, if any, of the Bonds as and when the same shall become due and payable. The Authority, at its option, may require the Bonds to be secured by a reserve fund acceptable in form and substance to the Authority.

d. In addition to the indemnification and hold harmless obligations of the Borrower under Section 5(a) hereof, the loan agreement or other financing agreement shall contain provisions in which the Borrower shall indemnify and hold the Authority and the County and their elected or appointed officials, employees and agents harmless from all liabilities

incurred in connection with the Project or the sale, issuance, marketing or administration of the Bonds.

e. The Borrower will cause Borrower's counsel to provide the Authority with a legal opinion substantially the same in form and substance as the legal opinion provided by Borrower's counsel to the underwriters with respect to the Bonds.

f. The loan agreement shall also contain such other provisions as may be required or permitted by law and as are mutually acceptable to the parties.

g. In accordance with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission, the Borrower, as an "Obligated Person" within the meaning of the Rule, agrees to execute and deliver a Continuing Disclosure Certificate, in a form satisfactory to the Authority and Bond Counsel and agrees to provide information as specified in the Continuing Disclosure Certificate on an annual basis and will undertake to provide in a timely manner notices of a material event, as defined in the Continuing Disclosure Certificate, with respect to the Bonds.

h. In addition to the indemnification and hold harmless obligations of the Borrower under Section 5(a) hereof, the Borrower shall indemnify and save the Authority and the County, their appointed or elected officials, employees or agents harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from any fees or costs incurred by the Authority or the County in responding to any Internal Revenue Service audit, Securities and Exchange Commission inquiry or any other federal, state or regulatory action or proceeding with respect to the Bonds or the Project. The Borrower agrees to enter into an Agreement Relating to IRS Audits with the Authority as required by the Loan Agreement. The Authority may employ, at the Borrower's expense, any counsel (internal or otherwise) or experts required in responding to any audit, inquiry, regulatory action or proceeding with respect to the Bonds or the Project.

i. The Borrower will take such further action and adopt such further proceedings as may be required to implement these understandings.

4. General Provisions.

a. Except as provided in Section 4(b) and Section 5(a) hereof or as otherwise provided herein, all obligations arising under this Letter of Intent are conditioned upon the parties agreeing to mutually acceptable terms for the sale of the Bonds and mutually acceptable

terms and conditions for the contracts and agreements contemplated herein; provided, however, that the Authority shall not participate in or be responsible for the marketing of the Bonds.

b. Notwithstanding anything to the contrary stated herein, the Borrower will pay, or cause to be paid, whether the Bonds are actually issued or not, any fees and expenses incurred in connection with the issuance, sale and on-going administration of the Bonds, including without limitation, the reasonable fees and expenses of Bond Counsel, the Authority's financial advisor, if any, and the Bond Trustee, registrar, paying agent and escrow agent. In addition, the Borrower shall pay the out-of-pocket costs of Bond Counsel, the Authority's financial advisor, if any, and County staff. The Borrower will also pay the cost and fees of its counsel, underwriter's fees and any other costs incurred in connection with the Project or the Bonds.

c. The Borrower shall obtain, at its expense, all necessary governmental approvals and opinions of Bond Counsel to ensure the legality and tax-exempt status of the Bonds. In addition, the Borrower shall make no use of the Bond proceeds so as to cause the Bonds to be classified as arbitrage bonds as that term is defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code") or cease to be "qualified 501(c)(3) bonds" as that term is defined in Section 145 of the Code.

d. The Borrower agrees to execute and deliver the Continuing Disclosure Certificate as required by Section 3h. hereof.

5. Miscellaneous Provisions.

a. The Borrower shall and hereby agrees to indemnify and save the Authority and the County, their appointed or elected officials, employees or agents harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the execution of this Letter of Intent and any and all other actions to be taken by the Authority or the County relating to the Project or the issuance of the Bonds for so long as the Bonds remain outstanding, including, without limitation, the conduct or management of, or from any work or thing done related to the Project, including without limitation, (i) any condition related to the Project, (ii) any breach or default on the part of the Borrower in the performance of any of its obligations under this Letter of Intent, (iii) any act or negligence of the Borrower or of any of its agents, contractors, servants, employees or licensees, (iv) any act or negligence of any assignee or lessee of the Borrower, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Borrower, (v) any omission or misstatements of any material fact in any

official statement or other offering document (collectively, the “Offering Statement”) or any other liability arising from the sale, issuance, marketing or administration of the Bonds, or (vi) any Internal Revenue Service audit or proceeding or any Securities and Exchange Commission investigation proceeding or any inquiry or any other federal, state or local regulatory action, investigation or proceeding. The Borrower shall indemnify and save the Authority and the County and their elected or appointed officials, employees or agents harmless from any such claim arising as aforesaid, or in connection with any action or proceeding or costs or fees incurred in any action or proceedings brought thereon whether at trial, on appeal, in bankruptcy proceedings or otherwise, and upon notice from the Authority or its elected or appointed officials, employees or agents, the Borrower shall defend them or either of them in any such action or proceeding at the Borrower's expense.

Notwithstanding the fact that it is the intention of the parties hereto that the Authority and the County and their elected or appointed officials, employees or agents shall not incur any pecuniary liability by reason of the terms of this Letter of Intent or the undertakings required of the Authority or the County or their elected or appointed officials, employees or agents hereunder, by reason of the issuance of the Bonds or by reason of the execution of any financing documents relating thereto, or by reason of the performance of any act requested by the Authority or the County, its elected or appointed officials, employees or agents or by the Borrower, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulation pertaining to the foregoing; nevertheless, if the Authority or the County or its elected or appointed officials, employees or agents should incur any such pecuniary liability, then in such event the Borrower shall indemnify and hold the Authority and the County and their elected or appointed officials, employees or agents harmless against all claims, demands or causes of action whatsoever, by or on behalf of any person, firm or corporation or other legal entity arising out of the same or out of any Offering Statement or lack of Offering Statement in connection with the sale or resale of the Bonds and all costs, fees and expenses, including without limitation, legal fees and expenses whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Authority or its elected or appointed officials, employees or agents, the Borrower shall defend the Authority and its elected or appointed officials, employees or agents in any such action or proceeding.

Notwithstanding anything to the contrary contained herein, the Borrower shall have no liability to indemnify the Authority or the County, or its elected or appointed officials, employees or agents, against claims or damages resulting from the Authority's or the County or their elected or appointed officials, employees or agents own gross negligence or willful misconduct.

In the event any claim is made against the Authority or the County, their elected or appointed officials, employees or agents (collectively, the "Indemnified Parties") for which indemnification may be sought from the Borrower under the foregoing provisions, the Indemnified Parties shall promptly give written notice thereof to the Borrower; provided that any failure to give or delay in giving such written notice shall not relieve the Borrower's indemnification obligations as set forth above except to the extent such failure or delay prejudices the Borrower's ability to defend or settle such claim. Upon receipt of such notice, the Borrower shall assume the defense thereof in all respects and may settle such claim in such manner as it deems appropriate so long as there is no liability, cost or expense to the Indemnified Party.

b. If Bond proceeds are not sufficient to complete the Project, the Borrower agrees to pay, or cause to be paid, the deficiency.

c. The Authority and the Borrower have caused this Letter of Intent to be authorized by their respective governing body or board of directors, and executed by their duly authorized officers as of the __ day of _____ 2016.

**THE HOSPITAL FACILITIES AUTHORITY
OF MULTNOMAH COUNTY, OREGON**

TERWILLIGER PLAZA, INC.

By: _____
Authorized Representative

By: _____
Authorized Representative