

PROPERTY OWNER AGREEMENT

THIS PROPERTY OWNER AGREEMENT (the “**Property Owner Agreement**”) is made this _____ day of _____, 20____, between _____, a _____ [type of entity], whose address is _____, (together with its assigns, nominees and/or designees) and Multnomah County, a political subdivision of the State of Oregon, acting by and through the Portland Development Commission doing business as Prosper Portland whose address is 222 NW 5th Avenue, Portland, Oregon 97209. Each is referred to herein as a “**Party**” and, collectively, as the “**Parties.**”

RECITALS

1. The State of Oregon has authorized property assessed financing programs (the “**PROPERTYFIT Program**”) under Section 223.680 and Section 223.685 of the Oregon Revised Statutes, as amended (the “**Acts**”).
2. Pursuant to Resolution 2015-097 and 2016-118 (the “**Resolutions**”) of the Board of County Commissioners of Multnomah County (the “**Board**”), Multnomah County has established a **PROPERTYFIT** Program as authorized by the Acts. Pursuant to Resolution 2015-098, the Board on behalf of Local Government has designated the Portland Development Commission (doing business as Prosper Portland) as the program administrator (the “**Program Administrator**”) and delegated to Program Administrator authority to perform program administration functions on its behalf as set forth in the Acts.
3. The **PROPERTYFIT** Program facilitates financing of utility and seismic rehabilitation improvements (the “**Building Resiliency Improvements**”) to commercial, industrial, and multifamily properties by using a benefit assessment lien mechanism to provide security for repayment of financing pursuant to the terms of the Acts.
4. _____ (the “**Property Owner**”) is the legal owner of that certain property located at _____ (address), _____ (City), _____ (zip) in Multnomah County, Oregon as more fully described in EXHIBIT A – LEGAL DESCRIPTION to this Agreement (the “**Qualified Real Property**”) and has applied to the Program Administrator to participate in the **PROPERTYFIT** Program to finance Building Resiliency Improvements upon said property.
5. Property Owner has completed the application requirements of the **PROPERTYFIT** Program including, without limitation, providing notice to and obtaining the written consent from any and all holders of mortgages or deeds of trust recorded against the Qualified Real Property (the “**Mortgage Holder(s)**”) as required by Section 223.680(6)(a) and (b) and 223.685(5)(a) and (b) of the Acts. The Notice was provided to and written consent of each Mortgage Holder to the Benefit Assessment

Lien was obtained prior to the date of this Agreement as evidence by the attached EXHIBIT B – NOTICE AND REQUEST FOR MORTGAGE HOLDER CONSENT TO PROPOSED BENEFIT ASSESSMENT LIEN (the “**Notice**”) and EXHIBIT C – MORTGAGE HOLDER CONSENT TO BENEFIT ASSESSMENT LIEN AND FINANCING AGREEMENT hereof (the “**Mortgage Holder Consent**”).

6. Program Administrator has determined that Property Owner’s application meets all administrative rules and is eligible to participate in the **PROPERTYFIT** Program.
7. In accordance with the requirement of the **PROPERTYFIT** Program, the Property Owner has executed a contract dated _____ (the “**Construction Contract**”) with _____ an Oregon licensed contractor (the “**Contractor**”) to construct/install Building Resiliency Improvements to the Qualified Real Property as generally described in EXHIBIT D – BUILDING RESILIENCY IMPROVEMENTS hereof (the “**Project**”).
8. Property Owner has made application to _____ (the “**Capital Provider**”) and Capital Provider has approved the application and has entered into a Financing Agreement with Property Owner pursuant to which Capital Provider will advance financing for the Project to be constructed on the Qualified Real Property in an amount of up to \$ _____ and subject to the terms and conditions contained in this Agreement and other financing documents collectively the “**Transaction Documents**” (the “**PROPERTYFIT Financing**”).
9. Pursuant to the Acts, Property Owner has requested that Local Government impose an assessment on the Qualified Real Property as set forth in this Notice of Benefit Assessment Lien (the “**Benefit Assessment Lien**”) to secure repayment of the **PROPERTYFIT** Financing.
10. Program Administrator on behalf of Local Government will record the Benefit Assessment Lien against the Property and enter into an agreement between Capital Provider and Local Government for the collection and remittance of sums payable under the Transaction Documents and the Benefit Assessment Lien.

AGREEMENT

Now therefore the Parties hereby agree as follows:

ARTICLE I: DEFINITIONS

Capitalized terms used herein have the meanings given such terms as set forth in SCHEDULE I – SCHEDULE OF DEFINITIONS attached hereto and made a part hereof.

ARTICLE II BENEFIT ASSESSMENT

Section 2.1. Imposition of Assessment. In consideration of the financing advanced or to be advanced to Property Owner by Capital Provider for the Project pursuant to the Capital Provider Agreement, Property Owner hereby requests and agrees to the imposition by Local Government of the

Benefit Assessment in the amount of \$ _____, as set forth in the Notice of Benefit Assessment Lien (the “**Benefit Assessment Lien**”), including all interest, fees, penalties, costs and other sums due under and/or authorized by the Acts and the financing documents between Property Owner, Capital Provider and Local Government (the “**Transaction Documents**”) which are described or listed in *EXHIBIT F – LIST OF TRANSACTION DOCUMENTS* attached hereto and made a part hereof by reference. Property Owner promises and agrees to pay such amount and interest to Local Government, in care of or as directed by Capital Provider, in satisfaction of the Benefit Assessment imposed pursuant to this Property Owner Agreement, the Benefit Assessment Lien and the Acts. Accordingly, Local Government hereby imposes the Benefit Assessment on the Property to secure the payment of such amount, in accordance with the requirements of the **PROPERTYFIT** Program and the provisions of the Acts.

Section 2.2. PROPERTYFIT Financing. Property Owner acknowledges that in consideration of the **PROPERTYFIT** Financing provided or to be provided by Capital Provider to the Project, and subject to the terms and conditions of the Capital Provider Agreement, Local Government will maintain and continue the Benefit Assessment Lien for benefit of the Capital Provider until the **PROPERTYFIT** Financing, all contractual interest and program administration fees according to the Transaction Documents, including any statutory penalties, interest, attorney’s fees, or costs accrued in the event of default are paid in full. In the event of foreclosure by Local Government of the Benefit Assessment Lien, the Program Administrator may exercise the rights of a municipal local improvement district assessment on behalf of the Local Government to preserve a right to the distribution of proceeds under ORS 275.275 for the benefit of Capital Provider.

Section 2.3. Program Administration Costs. Property Owner acknowledges that upon the execution of this Capital Provider Agreement, Capital Provider shall pay Program Administrator a processing fee equal to _____ percent (_____ %) percent of the **PROPERTYFIT** Financing Amount (the “**PROPERTYFIT Processing Fee**”) for Program Administrator’s duties and services provided pursuant to this Agreement, including but not limited to determining Property and Property Owner’s eligibility to participate in the **PROPERTYFIT** Program and the filing of the Benefit Assessment Lien. Additionally, the Capital Provider shall pay Program Administrator an on-going Program Administration Fee as outlined in Section 2.6.d. hereof.

Section 2.4. Lien Priority. Pursuant to ORS 223.680(7)(a) and ORS 223.6685(6)(a):

- a. The Benefit Assessment Lien, together with any interest, penalties, costs and fees thereon:
 - i. Is a first priority lien against the Property from the date on which the Notice of Benefit Assessment Lien is recorded in the Official Records of Multnomah County (the “**Closing Date**”) as provided in Section 223.680 (7)(a) and ORS 223.6685(6)(a) of the Acts, until the Benefit Assessment and any interest, penalties, fees and costs are paid in full; and
 - i. Such lien has the same priority status as a lien for an assessment for a local improvement district, as provided in Section 223.680(7)(a) and ORS 223.6685(6)(a) of the Acts.

- b. **Runs with the Land.** The Benefit Assessment Lien runs with the land. In the event of a sale or transfer of the Qualified Real Property by Property Owner, the Benefit Assessment Lien will remain a lien on the Qualified Real Property securing the obligations under the Transaction Documents including, without limitation, the portion of the Benefit Assessment that has not become due.
- c. **Collection of Delinquent Payments.** Pursuant to ORS 223.680(8) and ORS 223.685(7) any unpaid installments of the Benefit Assessment that become delinquent may be certified to the Multnomah County Department of Assessment, Taxation and Recording (the “Assessor”) for collection in the manner provided in ORS 310.060.
- d. **Not Contested.** After the Notice of the Benefit Assessment Lien is recorded in the real property records of the county in which the Property is located as provided under ORS 223.680(7)(a) and 223.685(6)(a) the lien created by the Benefit Assessment may not be contested on the basis that the improvement is not a “Utility Improvement” or “Seismic Rehabilitation Improvement” as such term is defined in ORS 223.680(1)(c) and ORS 223.685(1)(c) respectively.
- e. **Final Payment and Release.** When the Benefit Assessment has been satisfied and paid in full, together with all interest provided under the Transaction Documents and all costs, fees, penalties, and interest applicable under the Acts and payable to Capital Provider or Local Government, Local Government’s rights under this Property Owner Agreement will cease and terminate, and upon notice of such payment from Capital Provider, Local Government will execute a release of the Benefit Assessment Lien and the Property Owner Agreement.

Section 2.5. Assignment.

- a. **Original Holder.** The Transaction Documents and Official Records of Multnomah County shall demonstrate that Local Government is the holder of the Benefit Assessment Lien. Local Government will assign its rights under the Benefit Assessment Lien to the Capital Provider, or its designee, such that the Capital Provider, or its designee, shall become entitled to payment under the Lien.
- b. **Assignment.** Subject to providing proper notification as required in Section 2.5.e, the Capital Provider shall have the unrestricted right at any time and from time to time, and without the Property Owner’s consent, to assign all or any portion of its rights and obligations hereunder or any document executed in connection hereunder to one or more entities, persons, banks or financial institutions capable of funding the **PROPERTYFIT** Financing hereunder (each, an “Assignee”), and the Property Owner agrees that it shall execute, or cause to be executed, such documents, including without limitation, amendments to this Agreement and to any other documents, instruments and agreements executed in connection herewith as the Capital Provider shall deem reasonably necessary to effect the foregoing. Upon the execution and delivery of appropriate assignment documentation, amendments and any other documentation required by the Capital Provider in connection with such assignment, the Assignee shall be a successor party to this Agreement and shall have all of the rights and obligations thereunder of

the Capital Provider hereunder and under any and all other Transaction Documents executed in connection herewith, and the Capital Provider shall be released from its obligations hereunder and thereunder effective as of the date of such assignment.

- c. **Participating Interest.** The Capital Provider shall have the unrestricted right at any time and from time to time, and without the consent of or notice of the Property Owner, to grant to one or more Capital Providers or other financial institutions (each, a “**Participant**”) participating interests in the Capital Provider’s rights and obligations hereunder. In the event of any such grant by the Capital Provider of a participating interest to a Participant, the Capital Provider shall remain responsible for the performance of its obligations hereunder and Property Owner and Program Administrator on behalf of Local Government will continue to deal solely and directly with the Capital Provider in connection with their respective rights and obligations hereunder unless otherwise directed by Capital Provider.
- d. **Information Release.** In furtherance of the foregoing, the Capital Provider may furnish any information concerning the Qualified Real Property, the Property Owner or the Project in its possession from time to time to prospective Assignees and Participants.
- e. **Notification of Assignment or Participation.** Capital Provider shall provide written notice of an assignment to Program Administrator and Property Owner within 30 days of assignment which notice will include the name of the Assignee and the address to which payment of future installments should be mailed.

Section 2.6. Servicing of Benefit Assessment.

- a. **Amendments.** After completion of construction of the Building Resiliency Improvements, the Capital Provider may amend the Benefit Assessment Lien to adjust the payment schedule of the Benefit Assessment in accordance with the terms of the Transaction Documents. In such event, the Capital Provider shall provide to the Program Administrator an executed Amendment of Benefit Assessment Lien and Restatement of Assessment Payment Schedule (the “**Amendment**”) (in substantially the form of EXHIBIT G – AMENDMENT OF BENEFIT ASSESSMENT LIEN AND PAYMENT SCHEDULE) which shall include the adjusted payment schedule consistent with the terms of the Transaction Documents. The Program Administrator shall promptly file such Amendment in the Official Records of Multnomah County.
- b. **Installments.** The Benefit Assessment, including the amount financed and contractual interest and program administration fees, is due and payable to Capital Provider in installments as set forth in Benefit Assessment Lien and the Transaction Documents. As allowed by ORS 223.680 (4)(b) and 223.685(3)(b) of the Acts, the period during which such installments are payable does not exceed the useful life of the Project.
- c. **Servicing.** The Benefit Assessment payments will be billed, collected, received, and disbursed in accordance with the procedures set out in the Transaction Documents. Capital Provider will be

responsible for all servicing duties other than those specifically undertaken by Local Government in the Capital Provider Agreement.

- d. **On-Going Program Administration Fee.** The Benefit Assessment payment will include an on-going program administration fee payable to Program Administrator equal to one-half of one percent (0.50%) per annum based upon the outstanding principal balance of the Benefit Assessment (the “**Program Administration Fee**”). The Program Administration Fee shall be specifically detailed in the Payment Schedule and will be collected by Capital Provider as part of the periodic installments payments paid by Property Owner.

Section 2.7. Installments, Late Payments, Delinquency, Default and Enforcement. The Capital Provider will at a minimum incorporate the terms specified within this Section 2.6 into the repayment terms of the **PROPERTYFIT** Financing transactions.

- a. **Synchronization with Property Tax Billing System.** Benefit Assessment installments are designed to synchronize with the property tax system. As such, installments will be assessed on an annual basis running concurrently with the property tax assessment year of July 1 to June 30. Program Administrator will issue an annual Benefit Assessment statement to Property Owner by July 1 each year based upon information provided by Capital Provider in its annual report outlined in Section 3.
- b. **Installments.** The Transaction Documents will require three (3) Benefit Assessment installments annually on October 1, January 1, and April 1. Installment payments are to be applied to the oldest receivable in the following order:
 - i. first to penalties and fees,
 - ii. second to accrued and unpaid interest, and
 - iii. finally, to the principal balance of the Benefit Assessment.
- c. **Late Payments.** Capital Provider may charge a late fee of up to five percent (5.00%) of the installment payment due if an installment is received more than 10 days after its due date.
- d. **Delinquent Installments.** An installment not received within 30 days of its due date is considered delinquent. Subject to the limitations listed below, the interest rate on a delinquent account may be increased by two percent (2.00%) per annum above the interest rate expressed in the **PROPERTYFIT** Financing Agreement (the “**Delinquency Rate**”). The Delinquency Rate may be charged on the entire unpaid principal balance of the Benefit Assessment calculated from the date the unpaid installment became due until the earlier of:
 - i. the date the unpaid installment is paid in full; or
 - ii. December 31 of the year in which Capital Provider requests certification of the account per Section 2.7.e.

- e. **Request for Certification.** Any account that is delinquent on May 1 of any year is subject to certification. At Capital Provider's discretion, Capital Provider may request that the Program Administrator certify the delinquent account to the Assessor for enforcement of the Benefit Assessment in the manner provided in ORS 310.060. The request for certification may include all delinquent installment payments as of the date of the request plus all penalties and delinquent interest charges.
- f. **Certification by Program Administrator to Assessor.** Upon receipt of the request for certification from Capital Provider and confirmation of Capital Provider's compliance with the delinquency procedures and the calculation of the amount being certified, the Program Administrator will certify the delinquent installments to the Assessor for collection in the manner provided in ORS 310.060. Such certification shall be filed with the Assessor no later than June 15 following receipt by Program Administrator of the request for certification from Capital Provider. The certification to the Assessor will include all amounts included in Capital Providers request for certification plus:
 - i. Any additional Program Administration fees due through December 31; and
 - ii. A one-time Program Administrator certification fee for preparing and filing the certification, and managing the remittance of funds received from the Assessor to the Capital Provider.

Following submission of the request for certification to the Assessor, Program Administrator will notify the Capital Provider of the final amount, including all fees, that were certified to the Assessor for collection.

- g. **Collection following Certification.** The Assessor will collect the certified delinquency in the manner that local government taxes are collected, accounted for, enforced and disbursed as providing in ORS 223.680(8), ORS 223.685(7), ORS 310.060 and ORS 311.395.

Section 2.8. Waiver. By execution of this Agreement, Property Owner waives any claim, challenge, or cause of action, to the imposition of the Benefit Assessment Lien, the collection of delinquent installment payments as provided in this Agreement or in ORS 223.680, ORS 223.685 or ORS 310.060.

ARTICLE III REPORTING AND ANNUAL STATEMENTS

Section 3.1. Periodic Reporting. As a condition of participation in the **PROPERTYFIT** program, Property Owner agrees to comply with the City of Portland's Commercial Building Energy Performance Reporting Policy as amended, regardless of building size. This policy requires owners of commercial buildings to track energy use with the ENERGY STAR® Portfolio Manager web-tool, and report energy performance information to the City of Portland annually. A detailed How-to Guide, additional policy information and resources to improve your building performance are available on the policy website at www.portlandoregon.gov/bps/energyreporting.

ARTICLE IV PROPERTY OWNER'S WARRANTIES AND REPRESENTATIONS. With respect to this Agreement, Property Owner hereby warrants and represents that effective on the date on which Property Owner executes this Agreement

Section 4.1. Organization and Authority. Property Owner certifies that:

- a. If other than an individual, it is an entity (corporation, limited liability company, partnership) duly incorporated or organized, validly existing and in good standing under the laws of its state of incorporation or organization; and
- b. It has full power, and all licenses necessary, to own carry on its business as now being conducted; and
- c. It has full power to enter into this Agreement and to carry out the terms and conditions contained herein; and
- d. The execution of this Agreement on its behalf and its participation in the transaction specified herein and therein have been duly authorized is in its ordinary course of business and within the scope of its existing authority; and
- e. The execution and delivery of this Agreement and the Transaction Documents constitute a valid and binding obligation of the Property Owner, each enforceable in accordance with its respective terms.
- f. It has designated _____, with the power and authority to execute all Transaction Documents on behalf of the Property Owner.

Section 4.2. No Actions Pending. There are no actions, suits, investigations or proceedings pending, or to the knowledge of the Property Owner threatened, against or affecting it or the Qualified Real Property which could materially adversely affect the Property Owner, its financial condition, the Qualified Real Property or the construction of the Project or the Property Owner's ability to satisfy its obligations under the Transaction Documents.

Section 4.3. No Approvals Needed. No approval of, or consent from, any governmental authority is required for the execution, delivery or performance by Property Owner of this Agreement; the execution, delivery and performance by Property Owner of this Agreement and the performance by Property Owner hereunder and the transactions contemplated hereby:

- a. do not contravene any provisions of law applicable to Property Owner, and
- b. do not conflict and are not inconsistent with, and will not result (with or without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent under any credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, lease, guarantee or other instrument to which Property Owner is a party,

by which Property Owner may be bound, to which Property Owner or its property may be subject, or Property Owner's charter or bylaws.

Section 4.4. Binding Agreement. This Agreement constitutes the legal, valid and binding obligation of Property Owner, enforceable against Property Owner in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws (including any applicable common law and equity) and judicial decisions which may affect the remedies provided herein.

ARTICLE V: MISCELLANEOUS

Section 5.01. Successors and Assigns. This Agreement is binding upon and made for the benefit of the Parties their successors and permitted assigns, and no other person or persons shall have any right of action hereunder.

Section 5.02. Notices. Any notice and other communications hereunder shall be in writing and shall be delivered in person or mailed by reputable overnight courier or by registered or certified mail, return receipt requested, postage prepaid, to the other Parties, at the address set forth at the Preamble of this Agreement. The addresses of any party may be changed by notice to the other party given in the same manner as provided above.

Section 5.03. Entire Agreement and Amendments. No amendment, modification, termination or waiver of any provisions of this Agreement shall be effective unless in writing and signed by all of the Parties. This Agreement, taken together with the other Transaction Documents, reflects and sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter.

Section 5.04. Captions. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 5.05. Validity; Severability. If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the Parties to the extent possible without the invalid provision.

Section 5.06. WAIVER OF JURY TRIAL. THE PROPERTY OWNER HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THE **PROPERTYFIT** FINANCING, THIS AGREEMENT OR ANY TRANSACTION DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED THEREBY.

Section 5.07. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. All Parties agree that the execution of this Agreement and the other Transaction Documents, and the performance of its obligations hereunder and thereunder, shall be deemed to have an Oregon situs and all Parties agree to submit to the

personal jurisdiction of the courts of the State of Oregon with respect to any action the Local Government, the Capital Provider, or their respective successors or assigns, may commence hereunder or thereunder. Accordingly, the Parties hereby specifically and irrevocably consent to the Jurisdiction of the courts of the State of Oregon with respect to all matters concerning this Agreement or any of the other Transaction Documents, or the enforcement thereof. Any such action shall be brought in Multnomah County.

Section 5.08. Further Assurances. The Parties further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their respective reasonable best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for implementing the intention of the parties under this Agreement, as the Parties and their successors and assigns reasonably shall request.

Section 5.09. Counterparts. With respect to each of this Agreement and any of the other documents to be delivered pursuant to this Agreement, each such agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

Section 5.10. Recitals. Each Party agrees that all of the recitals are hereby incorporated herein and are acknowledged as being true and correct.

Section 5.11. Exhibits. Any exhibits or schedules attached to this Agreement and referred to herein are incorporated into the Agreement as if they were fully set forth in the text hereof.

Section 5.12. Time is of the Essence. Time is of the essence of this Agreement and each of the Transaction Documents.

Section 5.13. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Local Government, its officials, employees, contractors, or agents, or any other person acting on behalf of the Local Government and, in particular, governmental immunity afforded or available pursuant to the Oregon Constitution or the Oregon Tort Claims Act (ORS 30.260 to 30.300).

Section 5.14. Public Records Law. The Local Government is subject to the Oregon Public Records Law (ORS 192.410 to 192.505). As such, to the extent this Agreement or any other Transaction Documents constitute “public records” under the Public Records Law, for which the public has the right to inspect, such records shall be made accessible and opened for public inspection in accordance with the Public Records Law and Local Government policies. Nothing contained herein shall limit the Capital Provider’s or Property Owner’s right to defend against disclosure of records alleged to be public pursuant to the Public Records Law.

REMAINDER OF PAGE INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the Property Owner and the Local Government have executed this Agreement as of the date first written above by and through their duly authorized representatives.

LOCAL GOVERNMENT

PROPERTY OWNER

MULTNOMAH COUNTY, OREGON, acting by and through its Program Administrator, Prosper Portland

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

State of OREGON

County of _____

This instrument was acknowledged before me on _____, 20____, by _____ as _____ of the Prosper Portland, Program Administrator for Multnomah County, Oregon.

Notary Public -- State of Oregon
My commission expires: _____

State of _____

County of _____

This instrument was acknowledged before me on _____, 20____, by _____ as _____ of _____.

Notary Public -- State of Oregon
My commission expires: _____

LIST OF EXHIBIT/ATTACHMENTS/SCHEDULES REFERENCED WITHIN THIS PROPERTY OWNER AGREEMENT

SCHEDULE I – SCHEDULE OF DEFINITIONS

EXHIBIT A – LEGAL DESCRIPTION

EXHIBIT B – NOTICE AND REQUEST FOR MORTGAGE HOLDER CONSENT TO BENEFIT ASSESSMENT

EXHIBIT C – MORTGAGE HOLDER CONSENT TO BENEFIT ASSESSMENT LIEN AND FINANCING AGREEMENT

EXHIBIT D – BUILDING RESILIENCY IMPROVEMENTS

EXHIBIT E – NOTICE OF BENEFIT ASSESSMENT LIEN

ATTACHMENT 1-E – ASSESSMENT PAYMENT SCHEDULE

EXHIBIT F – LIST OF TRANSACTION DOCUMENTS

EXHIBIT G – AMENDMENT TO BENEFIT ASSESSMENT LIEN AND PAYMENT SCHEDULE

ATTACHMENT 1-G – RESTATEMENT OF ASSESSMENT PAYMENT SCHEDULE