

## PROPERTY OWNER AGREEMENT

THIS PROPERTY OWNER AGREEMENT (the “**Property Owner Agreement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_ 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 5<sup>th</sup> 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 (the “**Local Government**”) 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 \_\_\_\_\_ in Multnomah County, Oregon as more fully described in EXHIBIT A – LEGAL DESCRIPTION to this Property Owner 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 Qualified Real 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 Property Owner 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 Property Owner 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 Qualified Real 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 LIEN**

**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 Lien in the amount of \$\_\_\_\_\_, as set forth in the Notice of 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 Lien imposed pursuant to this Property Owner Agreement, the Benefit Assessment Lien and the Acts. Accordingly, Local Government hereby imposes the Benefit Assessment Lien on the Qualified Real 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.

**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 one percent (1.00%) percent of the **PROPERTYFIT** Financing Amount (the “**PROPERTYFIT Processing Fee**”) for Program Administrator’s duties and services provided pursuant to this Property Owner Agreement, including but not limited to determining the Qualified Real Property and Property Owner’s eligibility to participate in the **PROPERTYFIT** Program and the recording 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 Qualified Real 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 Lien 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 Lien that has not become due.
- c. **Collection of Delinquent Payments.** Pursuant to ORS 223.680(7)(c) and ORS 223.685(6)(c) any unpaid installment of the Benefit Assessment Lien that become delinquent may be enforced in the manners provided in ORS 223.505 to 223.650.
- d. **Not Contested.** After the Notice of the Benefit Assessment Lien is recorded in the real property records of the county in which the Qualified Real Property is located as provided under ORS 223.680(7)(a) and 223.685(6)(a) the lien created by the Benefit Assessment Lien 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 Lien 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 (the “**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 Property Owner 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 Property Owner 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 Lien.**

- 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 Lien 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 Lien, 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 Lien 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 Lien payment will include an on-going program administration fee payable to Program Administrator equal to one-quarter of one percent (0.25%) per annum based upon the outstanding principal balance of the Benefit Assessment Lien (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 2.7 into the repayment terms of the **PROPERTYFIT** Financing transactions.

- a. **Installments.** The Transaction Documents will require a minimum of annual Benefit Assessment Lien installments and may be more frequently as agreed to between Capital Provider and Property Owner. 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 Lien.
- b. **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.
- c. **Delinquent Installments.**
  - i. 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 three percent (3.00%) 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 Lien calculated from the date the unpaid installment became due until the date the delinquent installment(s) is/are paid in full.
  - ii. Capital Provider will take the following steps to collect a delinquent installment:
    - A. Provide a written notice of delinquency and demand for payment to Property Owner by certified mail, return receipt requested, and first-class mail. The notice will include a statement notifying Property Owner that a failure to pay the installment when due is an

event of default under the terms of the Transaction Documents and as such, may be referred to the Program Administrator for enforcement pursuant to ORS 223.680(7)(c), ORS 223.685(6)(c), and ORS 223.505 to 223.650, including possible foreclosure; and

- B. If the delinquency continues for more than 30 days following the date of the first notice of delinquency (and every 30 days thereafter if delinquency remains unpaid) provide an additional notice of delinquency and demand for payment to Property Owner by both certified mail, return receipt requested and first-class mail; and
- C. Forward a copy of the each notice of delinquency and demand for payment to all Mortgage Holders on the Qualified Real Property with a cover letter notifying the Mortgage Holder that Property Owner is in default on the payment of the Benefit Assessment Lien and if the default is not cured that the lien may be referred to the Program Administrator for enforcement pursuant to ORS 223.505 to 223.650; and
- D. Forward a copy of each notice of delinquency and demand for payment and Mortgage Holder cover letter referred to above within 10 days of issuance to Program Administrator.

- d. **Enforcement of Benefit Assessment Lien.** Any Benefit Assessment Lien installment that is more than 90 days delinquent is subject to enforcement. Upon receipt of a request for enforcement from Capital Provider and confirmation of Capital Provider's compliance with the delinquency procedures, the Program Administrator will enforce the Benefit Assessment Lien in the manners provided in ORS 223.505 to 223.650.

**Section 2.8. Waiver.** By execution of this Property Owner 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 Property Owner Agreement or in ORS 223.680, ORS 223.685 or ORS 223.505 to 223.650.

### **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](http://www.portlandoregon.gov/bps/energyreporting).

**ARTICLE IV PROPERTY OWNER'S WARRANTIES AND REPRESENTATIONS.** With respect to this Property Owner Agreement, Property Owner hereby warrants and represents that effective on the date on which Property Owner executes this Property Owner 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 Property Owner Agreement and to carry out the terms and conditions contained herein; and
- d. The execution of this Property Owner 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 Property Owner 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 \_\_\_\_\_, \_\_\_\_\_ (TITLE), 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 Property Owner Agreement; the execution, delivery and performance by Property Owner of this Property Owner 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 Property Owner 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 Property Owner 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 Property Owner 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 Property Owner Agreement shall be effective unless in writing and signed by all of the Parties. This Property Owner 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 Property Owner 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 Property Owner Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Property Owner 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 PROPERTY OWNER AGREEMENT OR ANY TRANSACTION DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED THEREBY.

**Section 5.07. Governing Law; Jurisdiction.** This Property Owner 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 Property Owner 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 Property Owner 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 Property Owner Agreement, as the Parties and their successors and assigns reasonably shall request.

**Section 5.09. Counterparts.** With respect to each of this Property Owner Agreement and any of the other documents to be delivered pursuant to this Property Owner 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 Property Owner Agreement and referred to herein are incorporated into the Property Owner 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 Property Owner Agreement and each of the Transaction Documents.

**Section 5.13. No Waiver of Governmental Immunity.** Nothing in this Property Owner 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 Property Owner 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.

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**IN WITNESS WHEREOF**, the Property Owner and the Local Government have executed this Property Owner 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, the Portland Development Commission

**(Name)**

By \_\_\_\_\_

By \_\_\_\_\_

Name Kimberly Branam

Name \_\_\_\_\_

Title Executive Director

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

State of OREGON

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_ of the Portland  
Development Commission, 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 \_\_\_\_\_,  
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 LIEN

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 LIEN PAYMENT SCHEDULE