



## CAPITAL PROVIDER APPLICATION AND PROPERTYFIT PARTICIPATION AGREEMENT

**PROPERTYFIT** is an open market property assessed financing program. Qualified Capital Providers have the opportunity to bid on projects as they are originated by **PROPERTYFIT** or to originate projects directly. Additionally, Property Owners may bring a Capital Provider into the **PROPERTYFIT** program to fund their project. All Capital Providers must complete the required Capital Provider Application and Participation Agreement.

The administrative guidelines and technical standards sections of the **PROPERTYFIT** Program Guide outline the minimum standards that all projects must achieve. Capital Providers are free to establish their own underwriting standards within these administrative parameters. At closing of a **PROPERTYFIT** transaction, the Capital Provider must enter into a [Capital Provider Agreement](#) with **PROPERTYFIT** that outlines the minimum terms for securing and servicing of the **PROPERTYFIT** financing.

**Special note about servicing:** Unlike early adopters of the property assessed financing structure that have used tax assessors and local property tax collections system to service benefit assessments payments, **PROPERTYFIT** uses a hybrid servicing model wherein the Capital Provider retains a more traditional borrower/lender loan servicing relationship and the benefit assessment only enter the property tax collection system in the event of default. As a result, Capital Providers are responsible for the regular servicing of **PROPERTYFIT** transactions and for coordinating annual reporting with the Program Administrator. These requirements are described in more detail in the **PROPERTYFIT** Program Guide and the [Capital Provider Agreement](#) which must be executed as a part of each **PROPERTYFIT** Financing transaction.

To learn more about **PROPERTYFIT** visit [www.propertyfitoregon.com](http://www.propertyfitoregon.com). To begin the process of becoming an enrolled **PROPERTYFIT** Capital Provider please submit a completed Capital Provider Application and Participation Agreement to:

Shelly Haack  
**PROPERTYFIT** Program Manager  
Prosper Portland  
(formerly Portland Development Commission)  
222 NW 5th Avenue  
Portland, OR 97209  
[haacks@prosperportland.us](mailto:haacks@prosperportland.us)  
[www.propertyfitoregon.com](http://www.propertyfitoregon.com)  
503-360-4555

## CAPITAL PROVIDER APPLICATION

CAPITAL PROVIDER INFORMATION			
CAPITAL PROVIDER NAME		TYPE OF ENTITY	
MAILING ADDRESS		CITY	STATE
PRIMARY CONTACT NAME		TITLE	
PHONE	EMAIL	WEBSITE	
GENERAL INFORMATION			
YEARS IN BUSINESS	TOTAL ASSETS	PROPERTY ASSESSED FINANCINGS PLACED	
\$	\$	#	\$
BRIEFLY DESCRIBE FIRMS EXPERIENCE WITH PROPERTY ASSESSED FINANCING (ATTACH NARRATIVE IF NECESSARY)			
REGULATOR (E.G. FEDERAL RESERVE, FDIC, OCC, ETC.)			
PRIMARY REGULATOR		CONTACT NAME	PHONE
		TITLE	EMAIL
		SECONDARY REGULATOR	
		CONTACT NAME	PHONE
		TITLE	EMAIL
REFERENCES			
REFERENCE (1)		CONTACT NAME	PHONE
		TITLE	EMAIL
		BRIEF PROJECT DESCRIPTION AND AMOUNT	
REFERENCE (2)		CONTACT NAME	PHONE
		TITLE	EMAIL
		BRIEF PROJECT DESCRIPTION AND AMOUNT	

## FINANCING PROVIDED

<u>FINANCING TERMS</u>		<u>UNDERWRITING STANDARDS</u>	
	Min/Yes	Max/No	
FINANCING AMOUNT			SAVINGS-TO-INVESTMENT RATIO _____
INVESTMENT TERM			DEBT COVERAGE RATIO _____
CONSTRUCTION/PERM FINANCING STRUCTURE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	PROPERTY ASSESSED LIEN-TO-VALUE _____
IS CONSTRUCTION INTEREST CAPITALIZED	<input type="checkbox"/> Yes	<input type="checkbox"/> No	COMBINED LIEN-TO-VALUE _____
FEE STRUCTURE (DESCRIBE)			<u>APPROXIMATE PROCESSING TIMES</u>
ORIGINATION FEE		%	INQUIRY TO PREQUALIFICATION _____
OTHER: _____			PREQUALIFICATION TO CONDITIONAL TERM SHEET _____
OTHER: _____			TERM SHEET TO INVESTMENT APPROVAL _____
OTHER: _____			APPROVAL TO CLOSING _____
			PROCESSING DISBURSEMENT REQUESTS _____

## BUILDING TYPES FINANCED (CHECK ALL THAT APPLY)

<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>	<u>MULTI-FAMILY (5+ UNITS)</u>
<input type="checkbox"/> OFFICE	<input type="checkbox"/> WAREHOUSE	<input type="checkbox"/> RESIDENTIAL, RENTAL
<input type="checkbox"/> GENERAL RETAIL	<input type="checkbox"/> LIGHT MANUFACTURING	<input type="checkbox"/> RESIDENTIAL, CONDO/OWNERSHIP
<input type="checkbox"/> STRIP CENTER	<input type="checkbox"/> HEAVY MANUFACTURING	<input type="checkbox"/> HOTEL / HOSPITALITY
<input type="checkbox"/> SHOPPING MALL	<input type="checkbox"/> REFRIGERATION/COLD STORAGE	<input type="checkbox"/> ASSISTED LIVING
<input type="checkbox"/> ENTERTAINMENT	<input type="checkbox"/> TELECOMMUNICATION/DATA CENTER	<input type="checkbox"/> OTHER _____
<input type="checkbox"/> FOOD SERVICE / RESTAURANT	<input type="checkbox"/> OTHER _____	# OF UNITS/KEYS MIN/MAX _____
<input type="checkbox"/> OTHER _____		INCOME RESTRICTED? <input type="checkbox"/> Yes <input type="checkbox"/> No

SIZE OF BUILDING IN WHICH YOU SPECIALIZE \_\_\_\_\_ SQUARE FOOTAGE

## INSPECTION REQUIREMENTS/STANDARDS

BRIEFLY DESCRIBE YOUR APPRAISAL/VALUE DETERMINATION STANDARDS.

BRIEFLY DESCRIBE YOUR BUILDING AUDIT (ENERGY/WATER/RENEWABLE/SEISMIC) STANDARDS.

BRIEFLY DESCRIBE YOUR ENVIRONMENTAL REVIEW REQUIREMENTS.

BRIEFLY DESCRIBE YOUR CONSTRUCTION MANAGEMENT/DISBURSEMENT PROCESS

### INVESTMENT /LOAN SERVICING

BRIEFLY DESCRIBE YOUR EXPERIENCE SERVICING INVESTMENT/LOAN TRANSACTIONS AND DESCRIBE ANY UNIQUE ELEMENTS OF YOUR SYSTEM THAT WILL INSURE TIMELY COLLECTIONS, REMITTANCE OF ON-GOING PROGRAM ADMINISTRATION FEE, AND REPORTING OF **PROPERTYFIT** PAYMENT ACTIVITY.

### SOCIAL EQUITY COMMITMENT

BOTH PROSPER PORTLAND (FORMERLY THE PORTLAND DEVELOPMENT COMMISSION) AND MULTNOMAH COUNTY HAVE STRONG COMMITMENTS TO ADVANCING SOCIAL EQUITY BY INCREASING ECONOMIC OPPORTUNITY FOR HISTORICALLY DISADVANTAGED POPULATIONS AND CREATING EQUITABLE ACCESS TO LIVING WAGE JOBS AND WEALTH CREATION OPPORTUNITIES. A GOAL OF **PropertyFit** IS TO SUPPORT THE GROWTH AND DIVERSITY OF THE PORTLAND REGION’S DESIGN, ENGINEERING, AND CONSTRUCTION SECTORS BY ENCOURAGING LONG-TERM BUSINESS-TO-BUSINESS RELATIONSHIPS BETWEEN MAJORITY- AND MINORITY-OWNED FIRMS. WE ARE SEEKING PROPERTY OWNER, CONTRACTORS AND CAPITAL PROVIDERS THAT SHARE THESE VALUES AND WILL COMMIT TO PARTICIPATING IN ACTIVITIES DESIGNED TO FURTHER THAT END.

BRIEFLY DESCRIBE HOW YOU WILL HELP ADVANCE **PROPERTYFIT’S** SOCIAL EQUITY COMMITMENT:

### SIGNATURE

THE INFORMATION PROVIDED IN THIS APPLICATION AND ANY SUPPLEMENTS HERETO IS SUBMITTED VOLUNTARILY AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE UNDERSIGNED IS AN AUTHORIZED OFFICER OF THE APPLICANT AND IS AUTHORIZED TO MAKE THIS APPLICATION, TO NEGOTIATE ANY RESULTING AGREEMENT AND TO CONTRACTUALLY BIND THE APPLICATION. BY SIGNING THIS APPLICATION, APPLICANT AGREES TO ADHERE TO THE TERMS AND CONDITIONS OF THE PROGRAM AS OUTLINED IN THE **PROPERTYFIT** PROGRAM GUIDE AS SAME MAYBE AMENDED FROM TIME-TO-TIME BY PROGRAM ADMINISTRATOR. APPLICANT AUTHORIZES THE PROSPER PORTLAND AS PROGRAM ADMINISTRATOR, TO COMPLETE ANY NECESSARY BACKGROUND CHECKS FOR PARTICIPATION AS A **PROPERTYFIT** CAPITAL PROVIDER.

SIGNATURE

DATE

NAME (PLEASE PRINT)

TITLE

ADDRESS

PHONE

REQUIRED ATTACHMENTS:

- COVER LETTER SUMMARIZING APPLICANT'S:
  - COMMERCIAL REAL ESTATE PORTFOLIO AND EXPERIENCE WITH BUILDING RESILIENCY AND PROPERTY ASSESSED FINANCING
  - INTEREST AND EXPERIENCE WITH THE MULTNOMAH COUNTY MARKET
  - CAPACITY TO PROVIDE BUILDING RESILIENCY CAPITAL TO THE MULTNOMAH COUNTY MARKET AND ANY UNIQUE TERMS AND CONDITIONS OF THAT FINANCING
- BIOS OF STAFF THAT WILL ORIGINATE AND SERVICE **PROPERTYFIT** PROJECTS/FINANCING.
- UNDERWRITING GUIDELINES, CREDIT STANDARDS AND SECURITY REQUIREMENTS
- DESCRIPTION OF APPLICANTS COMMITMENT TO SOCIAL EQUITY
- SAMPLE FINANCING AGREEMENT AND LENDER CONSENT DOCUMENTS
- STATEMENT REGARDING THE OFFERING OF CONSTRUCTION FINANCING (IF ANY) INCLUDING THE GENERAL REQUIREMENTS/PROCESS FOR CONSTRUCTION MONITORING AND DISBURSEMENTS
- CURRENT CERTIFICATE OF GOOD STANDING FROM THE SECRETARY OF STATE
- ADDITIONAL INFORMATION APPLICANT BELIEVES WITH AID PROGRAM ADMINISTRATOR IN THE REVIEW OF ITS APPLICATION



## PARTICIPATION AGREEMENT

This Participation Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Multnomah County, a political subdivision of the State of Oregon, acting by and through the Portland Development Commission (doing business as Prosper Portland), **PROPERTYFIT** Program Administrator (the “**Program Administrator**”) whose address is 222 NW 5<sup>th</sup> Avenue, Portland, OR 97209, and \_\_\_\_\_, a \_\_\_\_\_ (the “**Capital Provider**”), whose address is \_\_\_\_\_ (together, the “Parties”).

### RECITALS

Whereas, the State of Oregon has authorized a property assessed financing programs (the “**PropertyFit Program**”) under Section 223.680 and Section 223.6685 of the Oregon Revised Statutes, as amended (the “**Acts**”) and pursuant to Resolution 2015-097 and 2016-118 of the County Board of Commissioners, Multnomah County has established a program as authorized by the Acts; and,

Whereas, the County has branded their property assessed financing program as “**PROPERTYFIT**” which facilitates financing of utility and seismic rehabilitation improvements (the “**Building Resiliency Improvements**”) to commercial, industrial, and multifamily properties (“**Projects**”) by using a benefit assessment lien mechanism to provide security for repayment of financing pursuant to the terms of the Acts; and,

Whereas, Capital Provider wishes to enrolled as a **PROPERTYFIT** Capital Provider and to become eligible to finance Building Resiliency Improvements Projects using the **PROPERTYFIT** security mechanism in Multnomah County, Oregon; and,

Whereas, from time-to-time Program Administrator may facilitate the identification of potential capital providers on behalf of, and at the direction of, eligible property owners (the “**Property Owner**”); and

Whereas in consideration for becoming an enrolled Capital Provider, including the potential referral of Property Owners and receiving application data with which to develop proposals to Property Owners, Capital Provider specifically agrees to the terms and conditions of this Agreement.

**NOW THEREFORE**, the Parties agree:

1. Capital Provider agrees to abide by the terms and conditions of the **PROPERTYFIT** Program Guide (as amended from time-to-time by Program Administrator) in the evaluation, financial offering, origination, closing and servicing of **PROPERTYFIT** transactions.
2. To facilitate a financial offering, Capital Provider may receive information from Program Administrator about **PROPERTYFIT** applications and Projects that is of a confidential nature. Capital Provider acknowledges that all

information and materials furnished by Program Administrator about individual Projects is confidential and may not be used for any purpose other than evaluation of the Project for possible funding by Capital Provider. Access to any information so furnished will be limited to Capital Provider and its representatives who are actively and directly participating in the evaluation of the Project. Capital Provider agrees to hold all information confidential and not to disclose it to anyone without the prior written consent of the Program Administrator.

3. For purposes of this Agreement, “confidential information” shall mean all confidential or proprietary information, data or materials, in all forms, provided to Capital Provider by the Program Administrator, regardless of whether such confidentiality or proprietary status is indicated or the specific words “confidential” or “proprietary” are used in the course of the exchange of such information or data. Without limiting the aforementioned, discussions between the Parties regarding the Project shall constitute Confidential Information hereunder.
4. Capital Provider’s obligations hereunder do not extend to information that:
  - a. was known to Capital Provider or already in its position prior to receipt of the Confidential Information from Program Administrator;
  - b. is publically known at the time of disclosure or subsequently becomes publically known through no fault of Capital Provider;
  - c. becomes known to Capital Provider from sources other than Program Administrator or its representatives under circumstances not involving any breach of confidentiality; or
  - d. is independently developed by Capital Provider.
5. Capital Provider shall return or destroy all Confidential Information (including all copies and electronic files thereof) within ten (10) days of receipt of a written request from Program Administrator, except for one copy that may be maintained by Capital Provider in its legal archives.
6. No representations or warranties of any kind are expressed or implied with respect to the Confidential Information. The Parties specifically acknowledge and agree that Program Administrator shall not be liable to Capital Provider in any manner based on the accuracy of the Confidential Information, unless expressly set forth in a separate written agreement to the contrary.
7. Capital Provider is responsible for all of its own costs incurred in making application to become an enrolled Capital Provider and any subsequent costs associated with maintaining that status.
8. Capital Provider shall include the collection and remittance of all applicable Program Administration origination and servicing fees as outlined in the **PROPERTYFIT** Program Guide in any and all financing proposals and subsequent closing documents.
9. Capital Provider shall not directly or indirectly interfere with, circumvent, avoid or by-pass Program Administrator to modify in anyway the fees or commissions due Program Administrator or other third party contractors, or to initiate transactional relationships that by-passes Program Administrator in connection with any specific project or any specific Property Owner. Capital Provider agrees not to contact the Property Owner, its tenants, lenders

or other parties in connection with submitting proposals of individual projects without the prior expressed written consent from Program Administrator.

10. This Agreement is made subject to and shall be construed and enforced under the laws of the State of Oregon. Each Party irrevocably consents to the jurisdiction thereof for any actions, suits or proceedings arising out of, or relating to, this Agreement or the Confidential Information, and each Party irrevocably waives its rights to jury trials with respect thereto.
11. Any time and in its sole discretion, the Program Administrator reserves the right to rescind or revoke the Capital Providers enrolled status. Notice of the Program Administrator's determination to revoke or rescind the Capital Provider's enrolled status shall be given in writing.
12. Without prejudice to the rights and remedies otherwise available to either Party, each Party shall be entitled to equitable relief by way of injunction or specific performance or otherwise if the Capital Provider breaches or threaten to breach any of the provisions of this Agreement. Each Party's rights and remedies shall be cumulative and may be exercised separately or concurrently.
13. All media releases, public announcements and other disclosures relating to any Project including promotional or marketing material, but excluding announcements intended solely for internal distribution or to meet legal or regulatory requirements, shall be coordinated with and approved by the PA prior to release.
14. This Agreement represents the entire agreement between the Program Administrator and Capital provider and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both Parties.
15. Invalidation of any of the provisions of this shall not affect the validity of any other provision of this Agreement.
16. Any notice required y this Agreement shall be in writing and shall be sent by certified mail or registered mail, postage and fees prepaid, to the address set for below.
17. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

**Capital Provider**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_



