

COMMUNITY BENEFITS AGREEMENT

For the Redevelopment of the Broadway Corridor Area

by and among Prosper Portland,

The City of Portland, by and through the Portland Housing Bureau, and

Community Organizations Identified Herein as the “HCC Parties”

_____ , 2021

PROSPER PORTLAND DRAFT 7-30-2021

Table of Contents

SECTION 1 Structure of CBA Requirements. 6

SECTION 2 Healthy Communities Coalition Obligations..... 7

SECTION 3 Prosper Portland’s Construction Equity Commitments..... 9

SECTION 4 Operations Equity. 12

SECTION 5 Affordable Housing. 14

SECTION 6 Sustainability..... 15

SECTION 7 Business Equity..... 16

SECTION 8 Tenanting 17

SECTION 9 Oversight..... 17

SECTION 10Contingencies..... 18

SECTION 11Resolution of Disputes..... 18

SECTION 12General Terms and Conditions. 20

SECTION 13Definitions..... 24

Exhibits

- Exhibit A - Map of Broadway Corridor Area
- Exhibit B - Oversight Structure
- Exhibit C - Form of Letter of Support
- Exhibit D – Definition of Core & Shell Improvements

COMMUNITY BENEFITS AGREEMENT

For the Redevelopment of the Broadway Corridor Area

This Community Benefits Agreement (this “Agreement”) is entered into by and among the following parties, effective as of the Effective Date (as defined below):

The Public Parties

1. **Prosper Portland**, the economic development and urban redevelopment agency of the City of Portland (“Prosper”);
2. **City of Portland, by and through the Portland Housing Bureau** (“PHB”; and, together with Prosper, the “Public Parties”);

Healthy Communities Coalition (HCC) Parties

3. **Professional Business Development Group**, an Oregon non-profit corporation;
4. **Coalition of Communities of Color**, an Oregon non-profit corporation;
5. **Verde**, an Oregon non-profit corporation;
6. **Service Employees International Union Local 49**, a labor union;
7. **O’Neill Construction Group Inc**, an Oregon corporation;
8. **Constructing Hope Pre-Apprenticeship Program**, an Oregon non-profit corporation;
9. **IUPAT Sign Painters and Paint Makers Local No. 1094**, an [HCC Parties – please confirm legal name and entity type];
10. **International Union of Painters and Allied Trades Local No. 10**
11. **Glaziers, Architectural, Metal and Glass Workers Local No. 740**, an [HCC Parties – please confirm legal name and entity type];
12. **Linoleum, Carpet & Soft Tile Applicators Local No. 1236**, an [HCC Parties – please confirm legal name and entity type];
13. **Drywall Finishers Local No. 101**, an [HCC Parties – please confirm legal name and entity type];
14. **Rose Community Development Corporation**, an Oregon non-profit corporation;
15. **Worksystems, Inc.**, an Oregon non-profit corporation;
16. **Oregon Tradeswomen, Inc.**, an Oregon non-profit corporation;
17. **Business Education Fund**, a District of Columbia non-profit corporation d/b/a Main Street Alliance [HCC Parties - is this distinct from Main Street Alliance of Oregon?];
18. **Portland Firefighters’ Beneficiary Association, Inc.**, an Oregon non-profit corporation;
19. **Pacific Northwest Regional Council of Carpenters**, a labor union;
20. **BlueGreen Alliance, Inc.**, a District of Columbia non-profit corporation; and
21. **APANO**, an Oregon non-profit corporation doing business as Asian Pacific American Network of Oregon.

The entities listed above, other than the Public Parties, are referred to herein jointly and severally as the “HCC Parties.” The Public Parties and the HCC Parties are, collectively, the “Parties.”

Recitals

The Redevelopment of the Broadway Corridor Area

- A. *Guiding Documents.* On October 14, 2015, the Prosper Portland Board of Commissioners adopted the Broadway Corridor Framework Plan (the “2015 Framework Plan”), which was then adopted by the Portland City Council (“City Council”) on November 5, 2015. The 2015 Framework Plan provides a guiding framework for development of the entire 32-acre area within the River District commonly known as “Broadway Corridor,” and more specifically, a feasibility analysis of the acquisition and redevelopment of the 13.33-acre United States Postal Service site, located at 715 NW Hoyt Street (the “USPS Property”). The USPS Property was acquired by Prosper in 2016. The vision for Broadway Corridor, including the provision of community benefits set forth in this Agreement, is further informed, influenced, and governed by the USPS Master Plan, approved by the Portland Design Commission on August 20, 2020 (the “USPS Master Plan”).
- B. *Request for Qualifications.* On November 8, 2017, Prosper issued a Request for Qualifications (the “RFQ”) seeking a development partner that would: (1) advise Prosper and its consultants on the development plan for Broadway Corridor; (2) advise Prosper and its consultants on their preparation of the USPS Master Plan; and (3) engage in exclusive negotiations with Prosper regarding the redevelopment of the Prosper-controlled portion of the USPS Property.
- C. *Continuum.* On April 11, 2018, pursuant to Resolution No. 7268, the Prosper Board of Commissioners approved the selection of Continuum Partners, LLC (“Continuum”) as the preferred developer to advise Prosper on the Broadway Corridor Development Plan and the USPS Master Plan, and the developer with whom Prosper would engage in exclusive development negotiations regarding the USPS Property.
- D. *Guiding Principles.* The following guiding principles were set forth in the RFQ to inform the planning, design, development and construction anticipated within the Broadway Corridor (collectively, the “Guiding Principles”):
- i. Accountability. Robust, proactive, and transparent strategy of communication, public engagement, implementation and oversight.
 - ii. Connectedness. Leveraging of regional and local assets to strengthen multimodal transportation connections and improve accessibility to and through the area for all.
 - iii. Equity. Promoting racial equity, reducing disparities, and providing meaningful community benefits.
 - iv. Prosperity. Fostering wealth and economic prosperity for all through opportunities for innovation, creativity, education, and economic growth in the region.
 - v. Resiliency. Leadership in sustainability, health and integration of the built and natural environments, and human interaction with the environment.
 - vi. Vibrancy. Unique, aesthetically stunning development that contributes to the creation of a mixed-use community that welcomes and reflects diversity, integrates

PROSPER PORTLAND DRAFT 7-30-2021

private and public spaces, and enriches the quality of life for existing and new Portlanders of all ages, cultures and backgrounds.

- E. *Development Site.* The USPS Property, the Prosper-owned parcel bounded by NW Hoyt, NW Broadway, NW Glisan, and NW 6th (Property ID No. R141463) (“Block R”), and the Prosper-owned parcels under and to the northwest of the Broadway Bridge on NW Naito Parkway currently serving as the site of an Oregon Harbor of Hope Navigation Center (Property ID Nos. R508394 and R508395) (“One Waterfront”) are collectively referred to in this Agreement as the “Development Site.” This Agreement is intended to apply to the entire Development Site (with certain exceptions for PHB-sponsored development), but it does not cover other sites within the Broadway Corridor area or elsewhere unless expressly included.
- F. *Phased Development.* The USPS Property is anticipated to be developed in phases; the development of each of the numbered blocks identified on Exhibit A (*Map of Broadway Corridor Area*) (each a “Lot”) will occur at different times over an extended period.
- G. *Development through DDAs.* Prosper is currently working with Continuum to negotiate terms and conditions of a binding Disposition and Development Agreement (the “Continuum DDA”) that would govern the development of Lots 2, 5, 6, 7, 8, 9a, 9b and 9c of the USPS Property (as shown on Exhibit A). Prosper may, in the future, negotiate one or more DDAs with other Developers.
- H. *Role of PHB.* It is anticipated that PHB will own and seek a development partner(s) for Lot 4. As described in this Agreement, the development of Lot 4 and other PHB-sponsored development within the Development Site (potentially including Block R or One Waterfront) is anticipated to be subject to PHB’s policies and requirements, but will only be subject to certain specifically identified provisions in this Agreement. Between PHB-sponsored development and the application of the City of Portland’s Inclusionary Housing program to all other residential development on the Development Site, subject to available financing, the redevelopment of the Broadway Corridor area is expected to generate 720 new affordable housing units. Prosper and PHB anticipate entering into one or more separate, binding intergovernmental agreement(s) with each other setting forth specific terms and conditions regarding affordable housing coordination on the Development Site.

Community Benefits Negotiations and this Agreement

- I. The redevelopment of Broadway Corridor will benefit Portlanders in many ways, beyond the community benefits outlined in this Agreement. These public benefits include the potential addition of thousands of quality jobs, hundreds of units of affordable housing (as described above), new and vibrant public space, high-density development that will reduce automobile dependency in the urban core, major new funding to increase diversity in our workforce and businesses through the City of Portland’s Community Opportunities and Enhancements Program, worker protections through a separate workforce-related agreement negotiated between Continuum and SEIU, additional funding for the arts through the City of Portland’s Percent for Art program, a Transportation Demand

Management Plan encouraging more efficient use of public transit and transit modes other than single-occupancy vehicles, and much more. Each HCC Party acknowledges and recognizes the scale and importance of these public benefits, beyond those outlined in this Agreement.

- J. This Agreement was reached after a collaborative, community-driven negotiation process. Prosper Portland and PHB's participation in this Agreement was authorized by Prosper Portland Board Resolution No. 7390, adopted August 12, 2020, and Portland City Council Ordinance No. 190146, enacted September 23, 2020 (the "Authorizing Ordinance").

Agreement

The Parties agree as follows:

SECTION 1 Structure of CBA Requirements.

1.1 Scope. Except as otherwise expressly indicated to the contrary in this Agreement, (a) this Agreement does not apply to any operations, development, construction, or other activities whatsoever outside of the Development Site, and (b) this Agreement does not apply to any PHB-controlled or PHB-owned portions of the Development Site or to any of PHB's activities on or pertaining to the Development Site except as described in SECTION 5. The Term of this Agreement is set forth in Section 12.1.

1.2 Pass-Through Obligations. To the extent this Agreement imposes requirements that would ultimately be performed by an entity that is not a Party to this Agreement (*e.g.*, Continuum, other Developers, or tenants, contractors, or agents of Continuum or other Developers; non-Party City bureaus; etc.) (the "Pass-Through Obligations"), Prosper and PHB, as applicable, will obligate applicable third parties with whom they contract to either perform, or cause their contractors, tenants, or agents to perform, these obligations in their agreements with these third parties relating to the Development Site (the "Project Agreements"). This sentence in no way limits any obligations which, by their terms, apply directly to Prosper and/or PHB. Prosper is required to use Best Efforts to enforce its Pass-Through Obligations, as described in Section 1.3. The Pass-Through Obligations include, by way of example but not of limitation: (i) the obligation of Developers and their contractors to pay prevailing wages for Qualifying Improvements, as set forth in Section 3.6; (ii) the obligation of Contracting Parties to contribute to the Operations Equity Fund in the circumstances and amounts described in Section 4.2; and (iii) the obligation of Developers to comply with Prosper Portland's Green Buildings Policy, as set forth in Section 6.1. Pass-Through Obligations are indicated throughout this Agreement by the use of phrases such as "DDAs will require Developers to . . .", "Prosper will require Developers to . . .", "DDAs will include the obligation that . . ." or other similar language expressing that obligations are to be imposed upon Developers or other entities not party to this Agreement. Pass-Through Obligations do not include responsibilities of Oversight Committee or Construction Equity Subcommittee members, or of the committees themselves.

1.3 Prosper Best Efforts to Enforce Pass-Through Obligations. Prosper will use Best Efforts (as defined in SECTION 13) to enforce Pass-Through Obligations in agreements to which it is a party, including by taking the following steps:

PROSPER PORTLAND DRAFT 7-30-2021

1.3.1 As described in Exhibit B, Prosper will respond in writing to the Oversight Committee's recommendations regarding Developer, contractor / subcontractor, or tenant non-compliance with applicable DDA Pass-Through Obligations within the period of time set forth in Exhibit B. Prosper's response will detail whether it believes (a) non-compliance has occurred, (b) further investigation is warranted, and (c) what remedies, if any, Prosper intends to seek to address the alleged non-compliance.

1.3.2 Where the Oversight Committee's recommendation includes evidence that clearly establishes material non-compliance with a Pass-Through Obligation, Prosper will, in accordance with the applicable provisions of the DDA (each of which is anticipated to include a warning and reasonable opportunity for a cure), pursue one or more remedies available in the DDA that are reasonably designed to bring about compliance.

1.3.3 Prosper will include remedies in each DDA for failure to comply with Pass-Through Obligations, including potential liquidated damages for violations of the Policies. Other remedies will be negotiated on a case-by-case basis between Prosper and Developers.

1.3.4 To the extent liquidated damages are recovered by Prosper for violations of the Policies, Prosper will confer with the Oversight Committee regarding the use of funds, with the intention that such funds will be deposited in the Construction Equity Fund (as defined in SECTION 13).

1.4 Permitted HCC Actions. The Parties acknowledge that neither of the following will constitute violations of SECTION 2: (a) the HCC Parties bringing a complaint or allegation of a violation of this Agreement (or of a violation of a Pass-Through Obligation in a DDA) to the Oversight Committee or otherwise availing itself of the procedure for alleging a breach in accordance with SECTION 11; and (b) good-faith public discussion of ideas or concerns about Broadway Corridor so long as such discussion is consistent in all respects with SECTION 2 and is raised at the Oversight Committee concurrently or in advance to enable adequate opportunity to address the ideas or concerns.

SECTION 2 Healthy Communities Coalition Obligations.

2.1 Obligation to Support Development. So long as no Repugnant Use (as defined in SECTION 13) occurs on the Development Site, or is formally proposed by the Public Parties or a Developer for the Development Site, each and every HCC Party agrees to fully support and take no action to slow down or oppose the development of the Development Site through advocacy or other means. This obligation is subject to the following additional terms:

2.1.1 If a PLA (as defined in SECTION 13) is not successfully negotiated and executed for a particular building (or buildings) by the time vertical construction of the building commences, as described in Section 3.7 below, HCC Parties shall not be in breach for strikes, pickets, informational bannering, and other concerted activity consistent with the National Labor Relations Act so long as such activities pertain to such building (or buildings) and not to other buildings which are subject to an executed PLA in the

PROSPER PORTLAND DRAFT 7-30-2021

Development Site, infrastructure investments in or supporting the Development Site, or Broadway Corridor generally, and only pertain to the specific labor issues in dispute and persons or entities with whom the dispute resides. This paragraph does not modify or reduce any other HCC Party obligations in this SECTION 2.

2.1.2 Examples of specific actions that are prohibited by this SECTION 2 and constitute a violation by HCC Parties include, but are not limited to, (i) challenging or appealing (or taking material steps to support the challenge or appeal of) the issuance of permits or other governmental approvals necessary or desirable for construction and development to occur, and (ii) taking actions to oppose requests for funding for infrastructure or other assistance necessary or desirable for the development of the Development Site, or challenging or appealing (or taking material steps to support the challenge or appeal of) any legislation advancing such funding or assistance.

2.2 Specific Steps to Support. HCC Parties will take the following joint steps with Prosper Portland, Continuum and City Bureaus to support the vision of the Broadway Corridor and implementation of this Agreement:

2.2.1 Pursuing funding for public-benefit elements of development on the Development Site, including without limitation:

- (a) *Exploring Transit Pass Subsidies:* HCC Parties will work with TriMet to explore resources for free or subsidized transit passes for USPS Property workers and affordable housing residents.
- (b) *Portland Clean Energy Fund:* Qualifying HCC Parties will work with Prosper Portland, Continuum and future owners and tenants to explore developing proposals eligible for Portland Clean Energy Fund funding.
- (c) *Metro / Housing Bonds:* HCC Parties will work with Prosper Portland, developers, and public agencies to explore resources for affordable housing.

2.2.2 Reporting to the Oversight Committee on a not less than quarterly basis regarding the pursuit of funding options as described in Section 2.2.1 above.

2.2.3 Support deliverables and outcomes contemplated within this Agreement and the Policies (or PHB's contracting and workforce equity policies as described in this Agreement); provided, however, that the HCC Parties are not legally responsible for achievement of contracting and workforce equity goals unless a PLA or other agreement, such as the P&DC Demolition CBA, establishes otherwise.

2.2.4 The Parties agree to the following parameters regarding the HCC Parties' obligations described in this SECTION 2:

- (a) A representative of the HCC Parties will, upon the written request of Prosper and/or PHB, attend public meetings in support of Broadway Corridor-related funding, legislation, or other approvals, provided that the maximum number of meetings HCC Parties may be required to

attend pursuant to this clause is four (4) per calendar year. Prosper and/or PHB must provide at least two weeks' prior written notice to HCC pursuant to Section 12.3 below. If no HCC Party representatives can attend, the HCC Parties shall provide a reasonable written explanation to the applicable Public Party at least forty-eight (48) hours prior to the meeting.

- (b) Concurrently with the execution of this Agreement, each HCC Party will sign a letter of support substantially consistent with the form attached hereto as Exhibit C, which Prosper and/or PHB may circulate to any public or private parties as evidence of the HCC Parties' support for the redevelopment of Broadway Corridor.
- (c) Prosper and/or PHB may, from time to time, request an additional letter of support consistent with the template described above if they believe the specific circumstances warrant it, and an authorized representative of each HCC Party will sign such additional letter within two weeks' after receipt of a written request to do so unless they reasonably believe it is not consistent with the template. Notwithstanding the foregoing, no HCC Party will be obligated to sign an additional letter more than four (4) times per calendar year.
- (d) The HCC Parties will (i) cause their respective employees, agents, and representatives to comply with the obligations of this SECTION 2 at all times, and (ii) not seek to circumvent or bypass the obligations in this SECTION 2 in any way. The HCC Parties expressly agree that providing financial, logistical, or personnel support to a non-signatory organization's efforts to oppose or delay the development of the Development Site (as opposed to general, unrelated support for an organization that makes such efforts and over which no HCC Party has legal control or management rights), or to actions that would have the effect of opposing, delaying, or adding costs to the development of Broadway Corridor, are prohibited.
- (e) Without limiting the joint and several nature of all of the HCC Parties' obligations in this Agreement, the HCC Parties specifically acknowledge that any violation of this SECTION 2 by an HCC Party is a violation by the HCC Parties as a whole and may potentially result in remedies in accordance with SECTION 11.

SECTION 3 Prosper Portland's Construction Equity Commitments.

The Parties desire to promote social and racial equity and reduce economic disparities. The Parties have a strong commitment to utilizing firms owned by women and Black, Indigenous and other People of Color ("BIPOC") and to create high quality construction jobs for a diverse workforce. The commitments in this Section are made in furtherance of these goals.

3.1 City of Portland-Contracted Infrastructure Work. The Parties acknowledge that, pursuant to the Authorizing Ordinance, City Council directed the City infrastructure bureaus to aggregate the cost of the infrastructure work needed in connection with the redevelopment of the USPS Property, thereby making such work subject to the City's model Community Benefits

PROSPER PORTLAND DRAFT 7-30-2021

Agreement approved through Resolution No. 37328, adopted November 8, 2017 (the “City’s CBA”). This directive from City Council stipulated that the existing exemption in the City’s CBA for DBEs in the “Core Employee” section would be expanded to include MBEs and WBEs.

3.2 Application of City’s CBA to Demolition of USPS Processing & Distribution Center. The Parties acknowledge that, prior to the Effective Date, Prosper, [Insert Demo Contractor Name], [Insert CBO names], and [Insert union names] entered into one or more agreements substantially consistent with the terms and conditions of the City’s CBA (with the expansion of the exception to the “core employees” provision described in Section 3.1) with respect to the demolition and remediation of the former USPS Processing & Distribution Center on the USPS Property (whether one or more than one, the “P&DC Demolition CBA”).

3.3 P&DC Demolition & Remediation Construction Equity Fund Contribution. Prosper will contribute an amount equal to 1.0% of the initial guaranteed maximum price(s) within the contract(s) for the demolition and remediation of the former USPS Processing & Distribution Center (provided that the contribution will not exceed \$200,000) to the Construction Equity Fund (as defined in SECTION 13). In determining how funds contributed pursuant to this Section 3.3 are spent, Prosper will consult with the Oversight Committee regarding what opportunities may exist to advance the purposes of the Construction Equity Fund in the context of Broadway Corridor.

3.4 Local Hiring Goal for P&DC Demolition. The Parties acknowledge that the P&DC Demolition CBA establishes a goal that at least 15% of project hours will be worked by workers from the Portland-Vancouver-Hillsboro Metropolitan Statistical Area.

3.5 Construction Equity Fund Contributions.

3.5.1 Prosper will ensure that at least \$400,000 per Covered Lot (as defined in Section 3.5.2) is contributed to the Construction Equity Fund at or before the time private vertical construction on each applicable Covered Lot commences. The HCC Parties acknowledge that some or all of this amount may be contributed by a Developer and some or all may be contributed by Prosper, and the specific cost allocation will be determined by Prosper in applicable DDAs. In determining how funds contributed pursuant to this Section 3.5.1 are spent, Prosper will consult with the Oversight Committee regarding what opportunities may exist to advance the purposes of the Construction Equity Fund in the context of Broadway Corridor.

3.5.2 “Covered Lot” means Lot 1, Lot 3, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9a, Lot 9b, Block R, and One Waterfront; provided that if PHB acquires, develops, or contracts for the development of Block R or One Waterfront or otherwise is responsible for soliciting a development partner for Block R or One Waterfront, such Lot is automatically excluded from the definition of “Covered Lot”.

3.5.3 After the 10th anniversary of the Effective Date, Prosper and HCC will engage with the Oversight Committee to confer regarding, among other things, whether up to an additional \$3,000,000 could be made available from (a) higher than anticipated land sale proceeds from the Development Site or (b) lower than anticipated

PROSPER PORTLAND DRAFT 7-30-2021

oversight costs in connection with Prosper’s staffing of the Oversight Committee, either as an additional contribution to the Construction Equity Fund or for other priorities identified by the Oversight Committee and other stakeholders. Prosper will provide an informational update to the Oversight Committee regarding financial performance to date on or around the 5th anniversary of the Effective Date.

3.6 Prevailing Wage. Prosper will include an obligation in each DDA whereby Developers shall pay, or cause contractors or tenants to pay, covered workers on all Qualifying Improvements (as defined in SECTION 13) on the Development Site not less than the applicable prevailing wage rate as if the Qualifying Improvements are “public works” as defined in ORS 279C.800 et seq. These requirements will apply regardless of whether the Qualifying Improvements would otherwise be subject to the requirements of ORS 279C.800 et seq.

3.7 Project Labor Agreements.

3.7.1 Prosper will require Developers to direct their general contractor(s) (once identified) to negotiate in good faith towards PLAs (as defined in SECTION 13) prior to commencing construction after each applicable closing.

3.7.2 If a PLA is not successfully negotiated and executed by the time a Developer commences construction on a Lot, the applicable DDA will apply the following requirements to the construction of Core & Shell Improvements on the Lot: (a) the fact that there is no PLA for the Core & Shell Improvements will not in any way waive or limit the applicability of the Policies to any development or construction activities; and (b) all contractors and subcontractors that perform work on the Core & Shell Improvements must be Responsible Contractors (as defined in SECTION 13).

3.7.3 Notwithstanding anything to the contrary in this Section 3.7, if Prosper is unable to reach agreement for a DDA providing for the development of at least one Lot by a Small Local Developer (as defined in SECTION 13) in spite of issuing at least one request for proposals or comparable solicitation prioritizing Small Local Developers or a subset of Small Local Developers (which Prosper anticipates doing for one or more Lots south of Johnson Street), then Prosper may request an exemption from this Section 3.7 from the Oversight Committee, which the Oversight Committee may grant by simple majority vote.

3.8 Private Local Hiring Goal. Prosper will obligate Developers to use good faith efforts (including, without limitation, collecting data, and providing periodic reporting regarding progress and steps taken) to ensure that at least 15% of total work hours are worked by workers from the Portland-Vancouver-Hillsboro Metropolitan Statistical Area.

3.9 Augmented Policies. Prosper will ensure that DDAs require Developers to comply with Prosper’s Business Equity Policy (“BEP”) and Workforce Training and Hiring Program (“WTHP”), with at least the following increases to goals (the BEP and WTHP, with the modifications described below, are the “Policies”):

PROSPER PORTLAND DRAFT 7-30-2021

3.9.1 In the BEP, the overall Certified Firm utilization goal will increase to 22% (with sub-goals of 12% MBE or minority-owned DBE participation and 5% WBE or women-owned DBE participation).

3.9.2 In the WTHP, the overall 30% minority and 15% women aggregate hours-worked goals at the journey and apprentice levels remain the same, as does the mandatory goal that 20% or more of total hours are worked by apprentices. However, the following goals will be added for the total hours worked by any trade: (a) 22% are worked by minorities at the apprentice level; (b) 22% are worked by minorities at the journey level; (c) 14% are worked by women at the apprentice level; and (d) 9% are worked by women at the journey level.

3.10 Additional Equity Efforts. In addition to complying the Policies, DDAs will require Developers to (a) identify subcontracting opportunities for DBE, MBE, WBE and BIPOC / women-owned firms to successfully bid and build the capacity of these firms for larger contracts in the future, and (b) require subcontractors with scopes of over \$250,000 to provide targeted second-tier subcontractor work scopes where feasible to provide additional opportunities for participation by such firms.

SECTION 4 Operations Equity.

The Parties wish to ensure that the people who will perform work on the Development Site are treated fairly and with dignity and respect by their employers and by those who control their wages and working conditions. The parties desire that these jobs are good jobs, with living wages and benefits, and with respect for workers' voices on the job. The Parties recognize that economic equity for people who perform work is an integral part of sustainable economic development and that those workers who perform service sector jobs have historically been denied economic equity. The commitments in this Section are made in furtherance of these goals.

4.1 Pathway for COBID-certified Firms. The Parties will collaborate to support COBID-certified firms in related industries to become more competitive based on raising employee job-quality standards. If additional funding sources are identified, or if existing programs or resources can be leveraged, such collaboration could include technical assistance to COBID-certified firms by Prosper or another entity.

4.2 Funds for Workforce Development, Compliance Monitoring, and Enforcement.

4.2.1 Each DDA will impose the following obligations on Developers:

4.2.1.1 Each Developer will make, or cause to be made by its tenants, subtenants, or other entities actually contracting for janitorial or security services (each a "Contracting Party"), monetary contributions to the Operations Equity Fund (as defined in Section 4.2.2). The contributions will be required in an amount equal to 0.4% of the contract price of all contracts for janitorial and/or security services for office space within the Development Site (including renewals / extensions / amendments affecting the contract price). The contribution will be made to the Operations Equity Fund Administrator as defined in Section 4.2.4.

PROSPER PORTLAND DRAFT 7-30-2021

4.2.1.2 The term “office space” as used in this Section 4.2.1 does not include office space that is incidental / ancillary to a non-office use, e.g., a leasing or property management office of a residential development. The obligation to contribute to the Operations Equity Fund does not apply with respect to janitorial or security services performed by employees of the Developer, its tenants or subtenants.

4.2.1.3 The Operations Equity Fund Administrator may use the funds it receives pursuant to this Section solely for workforce development, compliance monitoring, and enforcement of applicable workforce-related laws and regulations.

4.2.1.4 DDAs will impose the obligations described in Section 4.2.1 with respect to office space within the Development Site until the tenth (10th) anniversary of the issuance of the final certificate of occupancy for the particular building, provided that if, before the obligation expires, ownership is transferred to a third-party unrelated to the then-owner, the obligation will last for the remainder of such ten (10) year period or three (3) years from the date of transfer to the successor, whichever is greater.

4.2.2 Uses of funds contributed pursuant to Section 4.2.1 (collectively, the “Operations Equity Fund”) may include: (a) trainings on the prevention of workplace harassment and discrimination, green cleaning, English for Speakers of other Languages, computers, citizenship, and similar topics for workers within the Development Site; and (b) enforcement of applicable employment law for workers, in each case for workers within the Development Site or the City of Portland.

4.2.3 The HCC Parties must ensure that the Operations Equity Fund Administrator provides an annual in-person presentation and written report on its activities and expenditures to the Oversight Committee, including an accounting of the funds received from Broadway Corridor owners and tenants and of the expenditures on trainings and services provided to Broadway Corridor workers, and a copy of any annual report that may be required by the Securities and Exchange Commission or the Department of Labor. To the extent the Oversight Committee identifies any irregularities in the information received from the Operations Equity Fund Administrator, the Oversight Committee may request additional information or may conduct further investigation, at its cost, to address concerns. The Operations Equity Fund Administrator will cooperate fully in such investigation.

4.2.4 The HCC Parties will designate in writing (in accordance with the notice provisions of Section 12.3) an entity to receive funds set aside pursuant to this Section 4.2 (the “Operations Equity Fund Administrator”). Such entity shall not be an employer in a related industry or a labor union in a related industry, as the term “labor union” is defined in Section 501(c)(5) of the Internal Revenue Code, and the entity must meet at least one of the following criteria:

PROSPER PORTLAND DRAFT 7-30-2021

- (a) The designee is a non-profit organization, such as a 501(c)(3) and/or 501(c)(4) organization, a Taft-Hartley trust, or similar organization.
- (b) The designee must expend a majority of its operating budget on development, enforcement of rights for working people, or training workers on the rights, and must have a record of 10 or more years of direct involvement in the relevant industries (this requirement may be waived when the organization can show a partnership with a labor organization that would, itself, qualify under this clause);
- (c) The designee is a membership organization, excluding a labor union, where a majority of such organization's members are employed in the relevant industry.

4.2.5 The HCC Parties shall designate an Operations Equity Fund Administrator meeting the requirements set forth in Section 4.2.4 not later than December 31, 2022 and shall cause the Operations Equity Fund Administrator to comply with all applicable requirements of this Section 4.2.

4.2.6 **[PLACEHOLDER FOR REPORTING / MONITORING PROVISION – CONTINUUM’S FEEDBACK ON THESE EDITS IS PENDING.]**

SECTION 5 Affordable Housing.

The Parties desire to increase the supply of safe, high-quality affordable housing in Portland, and that all Portlanders have access to the amenities and opportunities provided by the redevelopment of the Development Site. The commitments in this Section are made in furtherance of these goals.

5.1 Generally. As noted in Recital H, PHB anticipates seeking a development partner to develop Lot 4 as affordable residential, and PHB may also sponsor development of Block R or One Waterfront.

5.2 On-Site Affordable Housing. Unless inapplicable due to future changes to residential building code or inclusionary zoning policies (as will be described more particularly in DDAs), to the extent a PHB development partner constructs residential units on the Development Site, Inclusionary Housing requirements will be complied with by selection of the on-site 10% of units @60% AMI option.

5.3 Intentional Tenanting and Outreach. PHB will require in its Notice of Funding Availability (“NOFA”) a marketing, outreach and resident services plan that addresses prospective tenants’ historic roots in the area and whether they have been subject to displacement, which PHB acknowledges has particularly affected the Indigenous, Black, Japanese-American, and Chinese-American communities. PHB will convene a stakeholder group to meet at least twice to advise on the intentional tenanting and outreach plan requirements to be included in its NOFAs. The stakeholder group will include representation from community-based housing advocacy organizations from the Black, Indigenous, Chinese and Japanese American communities; and

culturally-specific community based organizations of other people of color, LGBTQ+ and/or people with disabilities organizations.

5.4 HCC Participation on Selection Advisory Committees. PHB will use a competitive process to select development partners/owners of PHB-sponsored development within the Development Site. PHB will work with HCC to include an HCC representative on a selection advisory committee for its affordable housing developments within the Development Site, subject to PHB's policies and practices regarding conflicts of interest and committee diversity.

5.5 ADA Accessibility. PHB will seek to increase opportunities to include Type A accessible units within the developments on Lot 4, taking into account the overall goals for reaching its affordable housing unit targets and the desire for family-sized units within the Development Site. PHB will also require affordable housing owners/development partners to establish waitlist management or priority access practices for those who identify as needing a Type A accessible unit in accordance with fair housing, landlord/tenant laws and requirements from other financing partners. PHB will also require that at least 5% of units developed on Lot 4 will be accessible to persons with mobility disabilities and 2% for persons with hearing or visual disabilities.

5.6 Augmented PHB Construction Equity Policies. PHB will set its goals for contractor diversity to 30% DMWESB-SDV hard cost subcontracts (with sub-goals of 12% D/MBE and 5% WBE) and 20% DMWESB-SDV professional services contracts (*e.g.*, architecture, legal, etc.) for PHB-sponsored development within the Development Site. PHB will also require compliance with the City of Portland Workforce Training and Hiring Program.

5.7 Continuing Discussions Regarding Construction Equity. PHB will continue to engage in discussions with HCC Parties and other community stakeholders regarding vehicles for improving construction equity outcomes in the affordable housing context, taking into consideration the unique financial, regulatory and other challenges of affordable housing development and ownership. To this end, PHB commits to convene two to four meetings bringing together representatives of the HCC Parties, representatives of organizations seeking to advance equity in construction for communities of color and women, and affordable housing developers to discuss advancing construction equity in affordable housing developments, generally and within the Corridor.

5.8 Accountability. PHB will report on a regular basis to the Oversight Committee regarding its progress towards reaching its goals for affordable housing in the Development Site, its certified firm participation goals, and its workforce diversity goals.

SECTION 6 Sustainability

The Parties desire to adhere to high environmental standards in all phases of design and implementation of the various projects anticipated to be undertaken in the course of redeveloping the Broadway Corridor area, and to leverage regional and local assets to strengthen multimodal transportation connections and improve sustainable transportation options for all. The commitments in this Section are made in furtherance of these goals.

PROSPER PORTLAND DRAFT 7-30-2021

6.1 Green Building Policy. At a minimum, DDAs will require compliance with Prosper's Green Building Policy (as defined in SECTION 13).

6.2 Efforts to Attain Carbon Neutrality. To the extent funding resources are identified, Prosper will, in collaboration with City bureaus and utilities, explore the extent to which one or more buildings within the site can be carbon neutral. As means of pursuing this goal, Prosper will explore possibilities including the below:

6.2.1 *District Energy; Off-site Renewable Energy*: To the extent funding resources are identified, Prosper, City bureaus and utility companies will collaborate to explore the extent to which a district energy system could be implemented and/or the extent to which off-site solar energy could be implemented. So long as there is no adverse impact on development funding and schedule, the Parties will seek to achieve this locally if possible.

6.2.2 *Renewable Energy*: Continuum has indicated to Prosper that it will use good faith efforts to utilize 100% renewable energy for its vertical construction to the extent the utilities are available.

6.3 Building Efficiency. Each DDA will establish requirements regarding integrating building efficiency and sustainability into the design of buildings.

SECTION 7 Business Equity.

The Parties wish to create opportunities for BIPOC and underrepresented local businesses and foster equitable wealth creation opportunities for BIPOC and underrepresented businesses of all sizes. The Parties wish to do this not just in connection with construction, but also to intentionally explore ways to advance equity by working together to assist businesses and considering property investment and ownership structures. The commitments in this Section are made in furtherance of these goals.

7.1 Support for Affordable Commercial Tenants; Intentional Programming.

7.1.1 Prosper will establish a \$3,000,000 fund, held and administered by Prosper, for grants and low-cost loans to support affordable commercial tenancing and affordability-conscious programming in the Broadway Corridor area (which may include properties in the immediate vicinity of the Development Site such as Union Station).

7.1.2 Depending on the source of these funds, the funding may be restricted in whole or in part to capital costs (e.g., tenant improvements), but if non-restricted funding sources are identified Prosper may consider funding expenses other than capital expenses.

7.1.3 When expending these funds, Prosper will work in good faith with Developers to: (a) prioritize underrepresented businesses and local businesses, including BIPOC-owned businesses and businesses owned by persons with disabilities, with an aspirational goal of 30% or more of assisted businesses being BIPOC-owned; (b) encourage the provision of reasonably-priced goods and services in the Broadway Corridor

area, including affordable child care and food/beverage options; and (c) right-size tenant spaces and identify locations to create opportunities for smaller or start-up businesses.

7.2 Exploration of Community Ownership Models. Prosper will work in good faith with Continuum to explore community ownership models that could be implemented within one or more of the development phases for which Continuum is responsible.

7.3 Supporting Local Businesses. Prosper will encourage Developers and prospective tenants to promote the use of local vendors, suppliers, contractors and subcontractors, and workers.

SECTION 8 Tenanting

The Parties desire to provide high quality employment opportunities for Portlanders through the development of a major new employment center in the central city. The commitments in this Section are made in furtherance of these goals.

8.1 Orientation of Major Tenants. Major tenants (meaning tenants with either 100 or more employees anticipated on-site or who lease 50,000 or more rentable square feet of space) will be required to meet with two representatives of the Oversight Committee (see Section 6) following their execution of a lease, one of which will be the Prosper representative and the other of which will be designated by the Oversight Committee, to become oriented with the Guiding Principles and discuss opportunities for the tenant to support the Guiding Principles.

8.2 Criteria for Marketing to Tenants. Continuum will refer to the Guiding Principles in its tenant recruitment and marketing materials and will strive to ensure that the tenant mix advances the Guiding Principles. Continuum, the HCC Parties and Prosper's Economic Development Department will work together to refine how these values would be reflected in tenant recruitment and marketing materials.

8.3 Enterprise Zone. Prosper will ensure that any companies receiving an Enterprise Zone tax abatement within the USPS Property are required to provide community benefits meeting or exceeding any requirements of the Agreement that are Pass-Through Obligations intended to be applicable to tenants. Applicable Enterprise Zone tax abatement agreements will not waive or eliminate any such requirements. To the extent legally feasible, Prosper will share information pertinent to the outcomes of the Agreement from companies receiving Enterprise Zone tax abatements with the Oversight Committee.

8.4 Portland Means Progress. Prosper will work with Developers to explore how to encourage prospective tenants to become involved with the Portland Means Progress program, which is a City-wide initiative to hire local BIPOC youth, buy more from local BIPOC-owned businesses and take the next step in diversity, equity and inclusion.

SECTION 9 Oversight.

The Parties desire to maintain accountability to the community by implementing a robust, proactive and transparent strategy that is a responsible expenditure of public funds, attracts private investment, and delivers targeted and equitable public benefits, with clear and enforceable

milestones and metrics specifically aligned with the goals of this Agreement. In furtherance of this goal, Prosper will form and staff a committee of public and private stakeholders to advise on implementation of community benefits across the Development Site (the “Oversight Committee”). The Oversight Committee is described in Exhibit B attached to this Agreement.

SECTION 10 Contingencies.

10.1 Contingency for Adverse Development Circumstance. If an Adverse Development Circumstance (as defined in SECTION 13) occurs, either Prosper / PHB, on the one hand, or the HCC Parties, on the other, may re-convene negotiations by sending a written notice (the “Re-convened Negotiations Notice”) to the other with a description of the Adverse Development Circumstance and why the re-convening Party or Parties believes that an amendment or modification of this Agreement is necessary to address the specific financial, economic, or practical challenges for the development of the Development Site in the context of the Adverse Development Circumstance.

10.2 Contingency for Significant Adverse Financial Circumstance. If an Adverse Financial Circumstance (as defined in SECTION 13) occurs, then either Prosper / PHB, on the one hand, or the HCC Parties, on the other, may send a Re-convened Negotiations Notice to the other with a description of the Adverse Financial Circumstance and why the re-convening Party or Parties believes that an amendment or modification of this Agreement is necessary to address the specific financial, economic, or practical challenges for the development of the Development Site in the context of the Adverse Financial Circumstance.

10.3 Re-Convened Negotiations; Potential Termination. Upon delivery of a Re-convened Negotiations Notice in accordance with the notice requirements in Section 12.3, the Public Parties and the HCC Parties shall re-convene negotiations. These re-convened negotiations would take place for up to three months from the delivery of the Re-convened Negotiations Notice. The goal of the re-convened negotiations will be to reach agreement on an amendment or modification to this Agreement that adjusts and/or re-prioritizes the community benefits obligations described herein to address the specific financial, economic or practical challenges for the development of the Development Site, while nonetheless preserving agreed to community benefit obligations wherever possible. If the Public Parties and the HCC Parties are unable to reach agreement on amended Agreement terms within three (3) months of the delivery of the Re-convened Negotiations Notice, Prosper or PHB, on the one hand, or the HCC Parties, on the other, may terminate the Agreement by written notice to the others.

SECTION 11 Resolution of Disputes.

11.1 Exclusive Procedure for Resolving Disputes. The provisions of this SECTION 11 shall apply to any claim, controversy or dispute between any one or more of the HCC Parties, on the one hand, and either or both of the Public Parties, on the other, relating to this Agreement or the subject matter hereof. As used in this Section, (a) the term “Aggrieved Parties” means the Parties delivering the Notice of Default, and (b) the term “Responding Parties” means the Parties alleged to be in breach in the Notice of Default. No Party may deviate from the procedures set forth in this SECTION 11; provided that nothing prevents representatives of the Parties from

engaging in informal discussions among themselves during the pendency of the procedures described in this SECTION 11 to attempt to resolve the dispute.

11.2 Notice of Default. In the event of an alleged breach of any term of this Agreement, the Aggrieved Parties may send a written notice of default to the Responding Parties in accordance with Section 12.3 (the “Notice of Default”). A Notice of Default must be properly delivered within the Claims Limitation Period or the Aggrieved Parties irrevocably waive their right to assert remedies under this Agreement for the acts or omissions constituting the alleged breach.

11.3 Response to Notice of Default. Following receipt of a Notice of Default, the Responding Parties will indicate in writing within ten (10) business days whether they agree that a breach has occurred (the “Response”). The Response must either: (a) indicate that the Responding Parties disagree that the alleged breach occurred and explain why; or (b) indicate that the Responding Parties agree that the alleged breach occurred and explain what actions, if any, the Responding Parties intend to take to cure the breach. If the Aggrieved Parties object to the Response (either to the denial of the alleged breach or to the proposed cure or lack thereof), or if the Response is not timely given, the Aggrieved Parties shall provide a written notice to the Responding Parties within five (5) business days of the date of the Response (or of the date the Response was due, if the Response was not timely given) (the “Objection Notice”). Prosper shall then schedule a discussion of the matter before the Oversight Committee as soon as reasonably practicable, but in any event within sixty (60) calendar days of the receipt of the Objection Notice; provided that the deadline to schedule this meeting may be extended if an Oversight Committee quorum is not timely available.

11.4 Discussion of Dispute Before the Oversight Committee. One or more representatives of the Aggrieved Parties and the Responding Parties shall attend the scheduled meeting before the Oversight Committee described in Section 11.3 in order to discuss the dispute, answer questions from the members of the Oversight Committee, and seek to reach a written agreement regarding a resolution of the dispute. The Oversight Committee does not have authority to bind the Parties to any outcome, but it may make non-binding recommendations to the Board in accordance with Exhibit B if it elects to do so.

11.5 Failure to Resolve Dispute with Oversight Committee Mediation. If the Aggrieved Parties and the Responding Parties fail to reach a written resolution of the dispute within sixty (60) calendar days after the receipt of the Objection Notice, the Aggrieved Parties may, by written notice provided to the Responding Parties (the “Post-Oversight Committee Notice”), elect to seek further discussion of the dispute before the Board. Failure to deliver a Post-Oversight Committee Notice within the stated period acts as a waiver of the alleged breach (or as acceptance of the Responding Parties’ proposed curative actions or lack thereof for a breach, if applicable). If the Post-Oversight Committee Notice is timely delivered, Prosper will schedule a meeting before the Board as soon as reasonably practicable, but in any event within sixty (60) calendar days of receipt of the Post-Oversight Committee Notice; provided that the deadline to schedule this meeting may be extended if a Board quorum is not timely available.

11.6 Discussion of the Dispute Before the Prosper Portland Board of Commissioners. One or more representatives of the Aggrieved Parties and the Responding Parties shall attend the

scheduled meeting before the Board to discuss the dispute, answer questions from Prosper Commissioners, and seek to reach a written agreement regarding a resolution of the dispute.

11.7 Failure to Resolve the Dispute Before the Prosper Portland Board of Commissioners. If the Aggrieved Parties and the Responding Parties fail to reach a written resolution of the dispute within sixty (60) calendar days of the Post-Oversight Committee Notice, the Aggrieved Parties may take one, but not both, of the following actions: (a) immediately and without penalty terminate this Agreement by written notice to the Responding Parties, after which time no Party will have any rights or obligations hereunder; or (b) proceed to file a complaint before a court with jurisdiction to seek specific performance of the obligation alleged to have been breached (which complaint must be filed within ninety (90) calendar days of the Post-Oversight Committee Notice). Termination and specific performance are the sole remedies of the Parties under this Agreement. The Parties specifically agree to waive any and all remedies at law or equity other than specific performance and termination under this Section 11.7. If the Aggrieved Party or Aggrieved Parties terminate the Agreement pursuant to this Section 11.7, they must provide a written explanation of their decision to do so to the Responding Parties indicating why the alleged default is material in the good faith judgment of the Aggrieved Party or Aggrieved Parties.

11.8 Estoppel Certificates. From time to time, either Public Party may request from the HCC Parties an estoppel certificate certifying: (a) that this Agreement is unmodified and in full force and effect (or if there has been any modification, that it is in full force and effect as so modified, attaching the written modifications or amendments); (b) that no breach of this Agreement exists on the part of a Public Party (or if a breach is alleged to have occurred, describing the alleged breach with particularity); and (c) that no violation of a Pass-Through Obligation has occurred (or if a violation is alleged to have occurred, describing the alleged violation with particularity). The Public Party may request that the certificate be made for the benefit of itself, any Developer, or any Developer's investor, funding partner, tenant, or lender. The HCC Parties shall execute and deliver requested estoppel certificates consistent with this Section 11.8 within thirty (30) calendar days of a written request by a Public Party in accordance with Section 12.3. If the HCC Parties do not timely execute and deliver a requested estoppel certificate in accordance with and consistent with the requirements of this Section 11.8, the estoppel certificate delivered to the HCC Parties for signature will be deemed approved by all HCC Parties, with no modifications or qualifications. The beneficiary or beneficiaries of an estoppel certificate may conclusively rely on the certifications made in the certificate, or on the deemed certificate; provided that estoppel certificates or deemed estoppel certificates will not have preclusive effect on breaches of the Agreement or Pass-Through Obligations (x) occurring after the date of execution or deemed execution of such estoppel certificate, or (y) that were not reasonably possible for the HCC Parties to discover through the exercise of due diligence before the date of execution or deemed execution of such estoppel certificate.

SECTION 12 General Terms and Conditions.

12.1 Effective Date; Term. This Agreement will be effective only upon execution by all Parties. The date on which all Parties have signed is the "Effective Date," and no course of dealing, implied agreement, or any other legal theory will bind any Party until it is signed by the duly authorized representatives of each and every Party. The term of this Agreement commences with the Effective Date and extends through the following dates, except as otherwise stated herein: (a)

all construction-related obligations for a given project will be in effect through the final completion of the initial construction of the project, including tenant improvements, as applicable, without limiting the obligation to complete reporting; (b) Oversight Committee-related obligations will continue except as provided in Exhibit B; and (c) all other obligations will expire when fully performed. For purposes of clarifying clause (a), “initial construction” does not include reconstruction, demolition, rehabilitation, remodeling, alteration, or repairs of improvements subject to requirements of this Agreement once such improvements have already been completed, or to the replacement of initially-constructed tenant improvements with subsequent tenant improvements (whether for the same tenant or another tenant).

12.2 No Assignment. No HCC Party may transfer, assign, or pledge any rights or interests it may have under this Agreement without the prior, express written consent of the Director of PHB and the Executive Director of Prosper Portland, and any such purported transfer, assignment, or pledge is (i) void without such consent and (ii) constitutes a default under this Agreement.

12.3 Notices. Any notice or communication under this Agreement by the HCC Parties to the Public Parties, or from the Public Parties to the HCC Parties, has no force or effect under this Agreement unless it complies with the following provisions:

12.3.1 Notices to HCC Parties from a Public Party shall be sent electronically to the email addresses listed by their respective signature blocks on the signature pages hereto, with a copy to the HCC Parties’ legal counsel, Ben Beach, at ben@forworkingfamilies.org, and legal counsel for the Pacific Northwest Regional Council of Carpenters, Matt Malmsheimer at mmalmsheimer@hk-law.com.¹ A notice to the HCC Parties must be made to the email addresses so indicated by the HCC Parties except as such addresses may be changed or updated by written notice from the HCC Parties from time to time. It is the responsibility of the HCC Parties to communicate changes in personnel and email addresses in writing to the Public Parties. If an HCC Party has not delivered written notice to the Public Parties of a change in email address, notices from a Public Party to an HCC Party at an out-of-date email address are deemed valid notices for all purposes under this Agreement, even if the Public Party receives a bounce-back message with respect to one or more of the HCC Parties’ email addresses.

12.3.2 Notices to either Public Party from the HCC Parties must be signed by authorized representatives of **[HCC Parties: please describe decision-making process for official actions and notices of HCC under this Agreement. For example, this could be that all decisions / official actions must be unanimous, or majority vote, or that one of the HCC Parties is nominated for a period of time to act on behalf of the others and Prosper is notified of who that will be; etc. Our goal is to ensure that it is clear what decisions are being made by HCC so that Prosper can fulfill our obligations]**. Such notices to either Public Party under this Agreement by the HCC Parties shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by registered

¹ Drafting note – the HCC Parties should consider including multiple email addresses so that if one person moves on from the organization there is a backup, or potentially setting up an email address that will automatically forward to the appropriate point of contact within the organization regardless of who that person is at any given time. For example, cba_notice_email@organizationsname.org.

PROSPER PORTLAND DRAFT 7-30-2021

or certified U.S. mail, postage prepaid, return receipt requested, or (b) when received if personally delivered, at the following addresses:

If to Prosper:

Prosper Portland
Attention: Executive Director
220 NW 2nd Ave., Suite 200
Portland, OR 97209

With a copy to:

Prosper Portland
Attention: General Counsel
220 NW 2nd Ave., Suite 200
Portland, OR 97209

If to PHB:

Portland Housing Bureau
Attention: Director
421 SW 6th Ave., #500
Portland, OR 97204

With a copy to:

Office of the City Attorney
City of Portland
1221 SW 4th Ave., Room 430
Portland, OR 97204

12.4 Headings. Titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

12.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

12.6 Waivers. No waiver made by any Party with respect to the performance, or manner or time thereof, of any obligation of other Parties or any condition inuring to its benefit under this Agreement shall be considered a waiver of future performance or of any other rights of the Party making the waiver. No waiver by a Party of any provision of this Agreement or any breach thereof, shall be of any force or effect unless in writing and delivered to the benefiting Party or Parties in accordance with Section 12.3, and no waiver shall be construed to be a continuing waiver unless its express terms provide for a continuing waiver.

12.7 Attorneys' Fees. If a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, the procedure for dispute resolution that must be

completed prior to initiation of litigation as set forth in SECTION 11, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, each Party will be responsible for its own attorneys' fees regardless of who prevails in such dispute. This Section in no way limits the Parties' obligation to comply with the dispute resolution procedures set forth in SECTION 11.

12.8 Governing Law, Venue, Consent to Jurisdiction. This Agreement shall be governed by Oregon law, without regard to principles of conflicts of law, except where preempted by federal law. Without limiting each Party's obligation to adhere to the resolution process described in SECTION 11 before initiating litigation, any action or suit to enforce or construe any provision of this Agreement by any Party must be brought in the Circuit Court of the State of Oregon for Multnomah County or, if the action or suit must be brought in a federal forum, the United States District Court for the District of Oregon in Portland, Oregon. Each Party, by execution of this Agreement, hereby consents to the *in personam* jurisdiction of said courts.

12.9 Non-Severability. The Parties agree that each provision in this Agreement is an essential part of a whole, and that each Party is an essential party to this Agreement. Therefore, if any one or more of the following circumstances occur, the HCC Parties (if one or more of the HCC Parties is the beneficiary) or either of the Public Parties (if one or both of the Public Parties is the beneficiary) may terminate the Agreement, effective immediately, by written notice to the other Parties:

12.9.1 any Party is, becomes, or was at the time of execution, unauthorized to fully perform its obligations hereunder, or a Party ceases operations or ceases to exist;

12.9.2 a material provision of this Agreement is determined via binding legal adjudication to be in whole or in part, illegal, invalid, or void, or is otherwise unenforceable against any Party; or

12.9.3 a Party acts to contest the legality or validity of a material provision of this Agreement, or to contest the enforceability of a material provision (including, without limitation, by asserting in a legal proceeding or in the dispute resolution process pursuant to SECTION 11 that a provision sought to be enforced by the benefiting Party is illegal, invalid, void, or unenforceable).

If termination occurs for the reason set forth in Section 12.9.2, the written notice by the terminating Party must explain the basis for termination and must set forth the terminating Party or Parties' good-faith rationale for why the inability to enforce the provision deprives the terminating Party or Parties of a material benefit of its bargain.

12.10 Entire Agreement. This Agreement, including the recitals and exhibits, are the entire agreement between the Public Parties, on the one hand, and the HCC Parties, on the other. There is no other oral or written agreement between the Public Parties and the HCC Parties with regard to this subject matter. There are no oral or written representations or warranties made by any Party, implied or express, other than those contained in this Agreement.

PROSPER PORTLAND DRAFT 7-30-2021

12.11 Amendments and Modifications. Any modifications to this Agreement must be made in writing and executed by all Parties, with the approval of the Prosper Portland Board of Commissioners and/or City Council, if required.²

12.12 No Third-Party Beneficiary Rights. No HCC Party is a third-party beneficiary under any DDA, intergovernmental agreement, or any other agreement entered into from time to time by a Public Party. Any Pass-through Obligation contained in a DDA or other agreement is solely for the benefit of Prosper or PHB, respectively, and the HCC Parties do not have any right or interest in any DDA, intergovernmental agreement, or other agreement of either Public Party. The HCC Parties' sole rights and remedies with respect to the subject matter of this Agreement are set forth in this Agreement.

12.13 Time is of the Essence. Time will be of the essence of this Agreement.

12.14 Representation; Preparation; Independent Counsel. This Agreement was prepared at the direction of all of the Parties, and all Parties have been advised and have had an opportunity to seek independent counsel to review this Agreement. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable to the interpretation or enforcement of this Agreement.

SECTION 13 Definitions.

Capitalized terms in this Agreement have the following meanings:

13.1 "2015 Framework Plan" is defined in Recital A.

13.2 "Adverse Development Circumstance" means the occurrence of any one or more of the following circumstances:

13.2.1 failure to reach agreement on a DDA with Continuum by **September 30, 2021**,³

13.2.2 failure to reach agreement on a DDA (or multiple DDAs) with developers of a majority of the Lots not anticipated to be developed by Continuum by **December 31, 2029**;

13.2.3 termination of a DDA once executed by a Developer due in whole or in part to general economic conditions in the City of Portland real estate development market; or

13.2.4 failure of a Developer to timely meet a DDA closing or development milestone within one year from the outside dates initially required in a DDA.

² To be discussed as part of general conversation on administration and implementation of this agreement – see comment in Section 12.3.2 as well.

³ The Term Sheet initially set this date at 3/31/21.

PROSPER PORTLAND DRAFT 7-30-2021

13.3 “Adverse Financial Circumstance” means a circumstance that significantly adversely impacts the resources available for the performance or delivery of community benefits obligations described in this Agreement or the funding of infrastructure, environmental remediation, or other necessary costs for the development of the Development Site in a manner consistent with the USPS Master Plan, the Continuum DDA, and other DDAs from time to time. Adverse Financial Circumstances include, by way of example and not of limitation, (a) a circumstance in which the economy is such that a significant reduction in land sale price is required in order for development to be financially feasible, and (b) a determination or ruling by a public authority having jurisdiction that would materially increase infrastructure, remediation, labor, or other costs relative to Baseline Development Assumptions.

13.4 “Aggrieved Parties” is defined in Section 11.1.

13.5 “Authorizing Ordinance” is defined in Recital J.

13.6 “Baseline Development Assumptions” means, collectively, the following:

13.6.1 All funding described in the Authorizing Ordinance remains available and duly appropriated for the purposes described therein;

13.6.2 The environmental remediation required on the USPS Property is consistent with that described in that certain Consent Judgment between Prosper Portland and the Oregon Department of Environmental Quality dated May 25, 2016 and, aside from the cost of undertaking the activities described therein, neither Prosper Portland nor other Developers will incur environmental-related liabilities relating to the USPS Property;

13.6.3 With the exception of Qualifying Improvements, no privately-constructed improvements on or benefiting the Development Site will be determined to be “public works” as defined in ORS 279C.800(6)(a); and

13.6.4 Existing estimates prepared by Prosper, City bureaus, or their respective consultants or project teams regarding the cost or timeline of demolition, remediation, infrastructure, or other undertakings needed in connection with the redevelopment of the Broadway Corridor area are accurate in all material respects.

13.7 “BEP” is defined in Section 3.9.

13.8 “Best Efforts” means taking the steps identified in Section 1.3 of this Agreement, in a manner consistent with Prosper’s reasonable judgment exercised in good faith, with the intention of effectuating compliance with the Pass-Through Obligations.

13.9 “BCCOC” is defined in Exhibit B.

13.10 “BIPOC” is defined in SECTION 3.

13.11 “Board” is defined in Recital A.

13.12 “BOLI” means the State of Oregon Bureau of Labor and Industries.

PROSPER PORTLAND DRAFT 7-30-2021

13.13 “Broadway Corridor” is defined in Recital A.

13.14 “Certified Firms” means firms certified by COBID, such as MBEs, WBEs, DBEs, ESBEs, and SDVBEs.

13.15 “Charter” is defined in Exhibit B.

13.16 “Claims Limitation Period” means the date that is **six months** from the date the Party or Parties alleging the breach actually knew, or **one year** from the date the Party or Parties alleging the breach reasonably should have known, about the actions constituting an alleged breach or ongoing breach of this Agreement.

13.17 “COBID” means the State of Oregon Certification Office for Business Inclusion and Diversity and any successor thereto.

13.18 “Construction Equity Fund” means the fund established by Prosper pursuant to Board Resolution No. 7411, adopted April 14, 2021, the primary purpose of which is to assist BIPOC-owned and women-owned firms and BIPOC and women workers in the construction industry, as well as the fulfillment of the workforce and business participation goals set forth in the Policies.

13.19 “Core & Shell Improvements” has the meaning set forth in Exhibit [INSERT CORE & SHELL DEFINITION EXHIBIT / SCHEDULE per definition agreed upon between Continuum / HCC in February 2020].

13.20 “City Council” is defined in Recital A.

13.21 “Continuum” is defined in Recital C.

13.22 “Contracting Party” is defined in Section 4.2.1.

13.23 “Covered Lot” is defined in Section 3.5.2.

13.24 “DBE” means a COBID-certified Disadvantaged Business Enterprise.

13.25 “DDA” means a Disposition and Development Agreement or other similar agreement between Prosper and a non-governmental entity providing for the conveyance of property interests in some or all of the Development Site and making a non-governmental entity responsible for developing or redeveloping the conveyed property. The term “DDA” includes, without limitation, the Continuum DDA.

13.26 “Developer” means any non-governmental entity, whether for-profit or non-profit, that is party to a DDA and who is responsible for the development or redevelopment of some or all of the Development Site. The term “Developer” includes, without limitation, Continuum.

13.27 “Development Site” is defined in Recital E.

13.28 “Effective Date” is defined in Section 12.1.

PROSPER PORTLAND DRAFT 7-30-2021

13.29 “Green Building Policy” means Prosper’s Green Building Policy, adopted by the Board pursuant to Resolution No. 7113, adopted May 13, 2015.

13.30 “Guiding Principles” is defined in Recital D.

13.31 “MBE” means a COBID-certified Minority Business Enterprise.

13.32 “NOFA” is defined in Section 5.3.

13.33 “Notice of Default” is defined in Section 11.2.

13.34 “Objection Notice” is defined in Section 11.3.

13.35 “Operations Equity Fund Administrator” is defined in Section 4.2.

13.36 “Oversight Committee” is defined in SECTION 9.

13.37 “P&DC Demolition CBA” is defined in Section 3.2.

13.38 “Pass-through Obligations” is defined in Section 1.2.

13.39 “PLA” means a project labor agreement, community workforce agreement, or other similar agreement between a Developer (and/or a Developer’s general contractor) and construction trade unions, which must include at least the following terms (the specific terms of each PLA, beyond those set forth in this definition, are to be determined by the parties thereto): (a) compliance with the Policies and/or incorporation of the Policies, as described in this Agreement; (b) a requirement that all contractors and subcontractors be Responsible Contractors; (c) 48-hour rule to dispatch priority workers; (d) unions agree to prioritize dispatch of targeted workers, where allowable; (e) a no disruption / labor-management harmony clause; and (f) a “core employee” limitation to be negotiated (i.e., a provision whereby the number of non-union-referred employees will be capped in some manner), except that any core employee limitation would not apply to hiring by non-union DBE, MBE, and WBE firms.

13.40 “Policies” is defined in Section 3.9.

13.41 “Post-Oversight Committee Notice” is defined in Section 11.4.

13.42 “Project Agreements” is defined in Section 1.2.

13.43 “Qualifying Improvements” means, collectively, (a) Core & Shell Improvements, and (b) all tenant improvement construction projects for premises in which a single tenant leases 100,000 rentable square feet or more of space.

13.44 “Re-convened Negotiations Notice” is defined in Section 10.1.

13.45 “Repugnant Use” means a proposed, intended, or actual use of the site that is far outside of the anticipated corporate / office / residential / retail / park / infrastructure uses of the Development Site and is objectively and inarguably in conflict with the Guiding Principles, such as fossil fuel production facilities, toxic waste dumps, public or private prisons, or ICE detention

facilities. Any use or activity on or relating to the Development Site is conclusively presumed to be a non-Repugnant use absent clear and convincing evidence presented by the HCC Parties to the Oversight Committee to the contrary, a unanimous written notice from authorized representatives of each of the HCC Parties, and a 2/3 majority vote of the Oversight Committee. For the avoidance of doubt, the following activities are per se not Repugnant Uses: any uses or proposed uses of the Development Site or actions taken that are permitted by this Agreement; office development of any type; residential development of any type; retail development of any type; government offices or facilities (other than facilities used as prisons or detention centers or offices of agencies primarily charged with detention of undocumented persons) of any type; and any other activities, infrastructure, parks, greenspace, or uses for the Development Site contemplated in this Agreement, the USPS Master Plan, the Broadway Corridor Transportation Demand Management Plan, or the Broadway Corridor Request for Qualifications issued November 8, 2017.

13.46 “Responding Parties” is defined in Section 11.1.

13.47 “Response” is defined in Section 11.3.

13.48 “Responsible Contractor” means a firm that:

13.48.1 is a BOLI-registered training agent, at the time of construction, working with an approved apprenticeship program that has been in existence for three (3) years or more unless there are no apprenticeship programs for the particular trade in which the firm works or a waiver is granted by the Oversight Committee;

13.48.2 provides a full family healthcare option for all craft employees employed through the company, which health care option must be consistent with area standards in the Portland metropolitan region; provided, however, that (1) Certified Firms with aggregate contract or subcontract values (determined with reference to all active contracts or subcontracts of the firm across all Lots) of \$1,000,000 or less (factoring in any amendments, change orders, or modifications of any kind made within twelve (12) months of the original contract date) are exempt from this requirement, and (2) Continuum may request that the Board expand this exemption beyond Certified Firms (i.e., to all firms with stated Development Site-wide total contract or subcontract amounts less than the aforementioned threshold), and the Board may do so should the Board determine that not doing so would adversely impact the development of the Development Site.

13.48.3 has an acceptable safety record (defined as having no final finding (after exhaustion of all appeals) of a willful or major violation with the Oregon or Federal Occupational Safety and Health Administration) during the three (3) year period immediately preceding the date a general contractor awards a bid to perform work.

13.48.4 participates or is willing to participate in a pre-hire drug screen for all employees.

13.48.5 is in compliance with all Construction Contractor’s Board and Workers’ Compensation requirements.

PROSPER PORTLAND DRAFT 7-30-2021

13.48.6 promotes the use of local vendors, suppliers, contractors, subcontractors, and encourages the hiring of local area workforce.

13.48.7 does not have any wage theft violations or civil rights violations (in a final decision after exhaustion of all appeals) on file with the US Department of Labor or BOLI.

13.48.8 does not appear on BOLI's debarred contractor list during the three (3) year period immediately preceding the date a general contractor awards a bid to perform work.

13.48.9 commits to participate in regular scheduled meetings with Prosper, the prime contractor, and labor/worker representatives throughout its work.

13.49 "Small Local Developer" means a BIPOC-led development firm, headquartered in the Portland-Vancouver-Hillsboro Metropolitan Statistical Area, that has developed 500,000 square feet or fewer of Type I development in the five (5) years preceding a request for proposals or other comparable solicitation.

13.50 "USPS Master Plan" is defined in Recital A.

13.51 "USPS Property" is defined in Recital A.

13.52 "WBE" means a COBID-certified Women Business Enterprise.

13.53 "WTHP" is defined in Section 3.9.

[Signature Pages and Exhibits Follow]

PROSPER PORTLAND DRAFT 7-30-2021

IN WITNESS WHEREOF, the undersigned has executed this Agreement on behalf of the entity indicated below as of the Effective Date. By signing on behalf of the entity indicated, the person signing represents, in their individual capacity, that they have the power to bind such entity to perform all obligations of such entity under this Agreement.⁴

PROSPER PORTLAND

Kimberly Branam, Executive Director

Approved as to Form:

Prosper Portland Legal Counsel

⁴ Appropriate signature blocks / contact information for HCC Parties to be inserted as they are confirmed.

PROSPER PORTLAND DRAFT 7-30-2021

IN WITNESS WHEREOF, the undersigned has executed this Agreement on behalf of the entity indicated below as of the Effective Date. By signing on behalf of the entity indicated, the person signing represents, in their individual capacity, that they have the power to bind such entity to perform all obligations of such entity under this Agreement.

**CITY OF PORTLAND,
by and through the Portland Housing Bureau**

Shannon Callahan, Director

Approved as to Form:

City Attorney

DRAFT

PROSPER PORTLAND DRAFT 7-30-2021

IN WITNESS WHEREOF, the undersigned has executed this Agreement on behalf of the entity indicated below as of the Effective Date. By signing on behalf of the entity indicated, the person signing represents, in their individual capacity, that they have the power to bind such entity to perform all its obligations under this Agreement.

[HCC SIGNATORY 1]

[Name, Title]

Contact Email Address(es) Pursuant to Section 12.3 (notice should also include HCC Parties' legal counsel as indicated in Section 12.3.1):

Email Address 1: [_____]

Email Address 2 (Optional): [_____]

*******ADDITIONAL SIGNATURE PAGES TO BE DUPLICATED FOR ALL HCC PARTIES*******

PROSPER PORTLAND DRAFT 7-30-2021

Exhibit A

to Community Benefits Agreement

Map of Development Site

[TO BE ATTACHED]

DRAFT

Exhibit B

to Community Benefits Agreement

Oversight Structure

This Exhibit summarizes the terms that must be include in the charter (the “Charter”) of the Broadway Corridor CBA Oversight Committee (“BCCOC” or “Oversight Committee”), the BCCOC’s authorizing and governing document. Prosper shall ensure that the Charter is consistent with this Exhibit in all respects unless the Parties unanimously agree to amend this Exhibit (see Section III regarding potential amendments to adjust composition requirements).

I. Summary of BCCOC

Comprised of key parties: Prosper, Developers, HCC representatives, and Broadway Corridor-adjacent small business owners and community members

- BCCOC is intended to ensure compliance with the Agreement by all Parties
- Advises Prosper on remedies, acts as a problem-solving body, and may make recommendations on actions needed
- Creates ad hoc subcommittee, as necessary, in addition to Construction Equity Subcommittee
- Prosper’s Executive Director makes final decisions (provided that the BCCOC may seek intervention by the Prosper Board or City Council as described in the “Noncompliance” section below)
- Provides annual report to the Prosper Board of Commissioners and Portland City Council
- Review of the charter and role after years five and ten
- Budget of \$50k per year for ten years

II. Purpose

The BCCOC will monitor, support the implementation of, and ensure compliance with the Agreement, in alignment with the vision of the Broadway Corridor.

III. Composition & Nomination

The HCC Parties and the Public Parties acknowledge that, as the development of the Development Site progresses, it may become appropriate to adjust the composition of the BCCOC and the Construction Equity Subcommittee as described in this section should the BCCOC believe that it is necessary to ensure compliance and support implementation of the Agreement’s terms. If recommended by the BCCOC, the Parties will meet to discuss in good faith whether an amendment of this Agreement to adjust the composition described in this Section is warranted.⁵

A. *BCCOC Composition & Nomination*

⁵ To be discussed in the context of general administration and implementation of this agreement.

PROSPER PORTLAND DRAFT 7-30-2021

Members of the BCCOC initially will be nominated by the entities identified below and appointed by Prosper. The BCCOC will initially be made up of no more than 11 individuals with the Prosper representative serving as a non-voting member (except as described below). Members will be responsible for familiarizing themselves with the Agreement and working to uphold it and support the values it embodies.

HCC Parties shall nominate five (5) HCC representatives.⁶ The HCC Parties' nominees will come from at least four (4) different HCC Party entities representing a diversity of relevant experience.

[To be discussed with HCC Parties: the Term Sheet indicated that further detail would be provided in the CBA regarding HCC's vision for its representatives.]

Prosper shall nominate:

- One (1) Prosper representative (non-voting)
- One representative from each Developer (i.e., a Continuum representative so long as the Continuum DDA is in effect; an affordable housing developer representative when such a Developer is selected, etc), capped at two total developer representatives.
- One (1) Old Town / Chinatown, Broadway Corridor, or Pearl District representative
- One (1) BIPOC-owned small business representative
- One (1) representative with demonstrated expertise in sustainability / green building

HCC and Prosper may engage with each other from time to time to discuss desired criteria for BCCOC members and prospective nominees, provided that neither the HCC Parties nor Prosper will have the right to veto the other's nominees.

B. Construction Equity Subcommittee Composition & Nomination

The BCCOC will have at least one subcommittee: the Construction Equity Subcommittee ("CES" or "Construction Equity Subcommittee"). Members of the CES initially will be nominated by majority vote of the BCCOC (except for the Prosper representative, who will be nominated by Prosper). Membership should reflect those with specific involvement in active projects within the Development Site. Following nomination, members of the CES will be appointed by Prosper. The CES will initially be made up of no more than 10 individuals with the Prosper representative serving as a non-voting member. Composition of the Construction Equity Subcommittee shall include:

- One (1) Prosper representative (non-voting)
- One representative from each Developer (i.e., a Continuum representative so long as the Continuum DDA is in effect, an affordable housing Developer representative when such a Developer is selected, etc.), capped at two total Developer representatives
- One (1) Carpenters representative
- One (1) Building Trades representative
- One (1) representative from a union-shop contractor that is a COBID-certified firm
- One (1) representative from an open-shop contractor that is a COBID-certified firm

⁶ To be discussed in the context of general administration and implementation of this agreement.

PROSPER PORTLAND DRAFT 7-30-2021

- One (1) community-based organization representative
- One (1) Pre-Apprenticeship Program representative
- One (1) representative from a major general contractor
- One (1) representative from a local minority contractors' association

Prosper's representative may vote in the event of a tie-vote of the BCCOC or CES, notwithstanding that the Prosper representative is otherwise a non-voting member.

IV. Length of Terms

Appointees serve for a period of two years with no limit on the number of terms served.

V. Meetings

The BCCOC meeting frequency shall be based on development and phasing. The BCCOC shall meet quarterly at a minimum and may adjust to meet more frequently as necessary. The Construction Equity Subcommittee shall meet no less than monthly during the life of the initial construction and development on the Development Site.

Prosper or its representatives shall staff and serve as the overall administrator of the BCCOC and its subcommittees.

VI. Roles and Responsibilities

The BCCOC shall:

- Review implementation of the Agreement and work with implementation bodies to resolve issues that arise in implementation;
- Advise Prosper on proactive actions Parties could take to ensure outcomes and goals within the Agreement are met;
- Review project employers engaged in E-Zone Programs' compliance with E-Zone public benefit requirements;
- Receive necessary data from the Parties in order to track performance of and compliance with the terms of the Agreement, in a format that clearly aligns with tracking the goals and targets of the Agreement; and
- Report not less than annually with the Prosper Board and City Council regarding Agreement performance.

The BCCOC shall have authority to:

- Recommend that Prosper take a specific action in accordance with an executed DDA to enforce the policy or policies within the Agreement;
- Advise Prosper regarding how to best monitor, implement and enforce the Policies as well as other Pass-Through Obligations as they will be reflected in DDAs;
- Direct the establishment of ad hoc subcommittees for oversight of additional areas of the Agreement (subcommittees shall report to the BCCOC); and

PROSPER PORTLAND DRAFT 7-30-2021

- Select an annual cohort of community members to receive training on all facets of the Agreement and develop the leadership skills to support implementation including oversight through a training curriculum that includes key aspects of Agreement implementation (i.e. interviewing construction workers, working with subcommittees based on a cohort member's interest to learn more about the work of that committee etc.).

The Construction Equity Subcommittee shall:

- Monitor and make recommendations to Prosper to ensure compliance with the Construction Equity provisions contained within the Agreement;
- Meet with prime contractors and subcontractors before work commences to hear local hiring and diversity plans for each bid package to ensure compliance with the Agreement; and
- Meet no less than monthly to review data developers and contractors are required to provide to Prosper, including the workforce and contracting usage rates and other information specified in the Agreement, in order to assist Prosper in ensuring compliance with the equity goals. Reports on data provided to Prosper shall be provided to the CES by Prosper not less than seven (7) calendar days prior to a monthly meeting.

The Construction Equity Subcommittee shall have authority to:

- Work with Parties to resolve issues that arise during construction and advise the BCCOC on proactive actions Parties could take to ensure outcomes and goals within the Agreement are met; and
- Recommend to the BCCOC that Prosper take a specific action to enforce the policy or policies within the Agreement. Prosper will respond in writing to the recommendation as early as practically feasible, but in any event not more than thirty (30) calendar days from the date the recommendation is delivered to Prosper. Prosper's response will indicate whether it intends to accept, reject, or accept with modifications (specifying what the modifications are), or whether it intends to undertake an investigation or seek additional information to determine how to address the recommendation.

VII. Reporting Requirements

Parties shall determine, at the beginning of a particular phase of a project, the necessary records of information reasonably necessary to monitor compliance with the terms of the Agreement. Parties shall provide these records if requested by another party and if there are no legal or contractual prohibitions from doing so.

The BCCOC shall produce an annual report on implementation of the Agreement to the Prosper Board and City Council. Each subcommittee shall be responsible for evaluating implementation of their scope of the Agreement, both successes and challenges, and reporting to the BCCOC so that this information can be included in the annual report.

PROSPER PORTLAND DRAFT 7-30-2021

VIII. BCCOC's Role in Holding Parties Accountable for Noncompliance

If the BCCOC believes that there is non-compliance with any provision of the Agreement (whether by Prosper or any one or more of the HCC Parties), or of a Pass-Through Obligation, it will make a written recommendation to Prosper's Executive Director regarding a potential resolution of such alleged non-compliance and/or what available remedies Prosper should seek to enforce. The BCCOC may, by simple majority vote, seek the intervention of the Prosper Board and/or Portland City Council should the BCCOC not agree with Prosper's response to the alleged non-compliance.

IX. Role Review

After a period of 5 years and again after 10 years, Prosper, HCC, Continuum (so long as the Continuum DDA is in effect), and any applicable Developers shall review the charter and role of the BCCOC and its subcommittees. Parties may choose to adjust the role of the BCCOC or subcommittees after 5 years by consensus (the process for which will be described with particularity in the Charter). If after 10 years enough operational activity is present on the Broadway Corridor, and the BCCOC and subcommittee roles are substantially completed, Prosper may initiate a closeout of the committee and/or subcommittees and create an inclusion-centered operations body. To the extent the close-out in 10 years (should it occur) results in substantial cost savings, Prosper will discuss with the BCCOC and will consider in good faith the potential allocation of all or a portion of the anticipated cost savings to the Construction Equity Fund or other similar purposes.

X. Budget

The BCCOC shall have an operating budget of \$50,000 per year (separate from the required Construction Equity Fund contributions described in SECTION 3 of the Agreement) for the first ten years of operation. This budget may be used to provide stipends, training to an annual cohort, childcare, meeting meals, etc. Prosper shall administer this budget.

PROSPER PORTLAND DRAFT 7-30-2021

Exhibit C

to Community Benefits Agreement

Form of Letter of Support

The Healthy Communities Coalition (HCC) is writing in full support of the request of [Entity] to develop [Project Description] within Broadway Corridor, located at [Location].

OR:

The Healthy Communities Coalition (HCC) is writing in full support of the request of [Entity] for [description of requested funding / approvals] related to [Proposal Description].

The Healthy Communities Coalition was formed in 2015 to create a new, broad-based force that ensures development in Portland is built on a foundation of racial equity and delivers good jobs, quality, affordable housing, and opportunities to Black, Indigenous, People of Color (BIPOC) and working class communities. HCC includes nearly 20 organizations representing Portland's communities of color, environmental and environmental justice communities, small businesses, transportation justice advocates, people with disabilities, and organized workers in the construction, public, and property services sectors.

HCC negotiated with Prosper Portland, the City of Portland, and the private development partner, Continuum Partners, to secure significant community benefits, with meaningful accountability mechanisms and community oversight, including:

- New, affordable housing units anchored in Broadway Corridor with intentional tenancing and outreach to Indigenous, Black, Japanese-American, and Chinese-American communities;
- Significant BIPOC contractor participation over the life of the project;
- Ongoing investments in BIPOC contractor capacity building and workforce development for women and people of color in the trades;
- Quality construction careers for women and Black, Indigenous, and all people of color;
- Contributions toward a training fund for janitors and security workers;
- Prevailing wages and benefits to ensure wage equity for all construction workers;
- Accessible housing, jobs, and business opportunities for people with disabilities;
- Multimodal transportation options and reduced dependence on single occupancy vehicles;
- Equitable opportunities for small businesses, including technical assistance funds; and
- Augmented environmental sustainability requirements for buildings.

HCC is pleased to support this request, as it directly furthers the values and goals of the Broadway Corridor Community Benefits Agreement (CBA).

PROSPER PORTLAND DRAFT 7-30-2021

We strongly encourage approval/funding of the [Project/Funding Proposal] and look forward to continued partnership in fulfilling the shared vision for Portland's newest neighborhood that will benefit community members who will work, live, and play there.

Sincerely,

[HCC Parties]

DRAFT

PROSPER PORTLAND DRAFT 7-30-2021

Exhibit D

to Community Benefits Agreement

Core & Shell Improvements Definition

[TO BE ATTACHED]

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