

AFTER RECORDING RETURN TO:

Prosper Portland  
Program Administrator of the **PROPERTYFIT** Program  
Attn. Karen Harris, Legal Dept.  
220 NW 2nd Avenue, Suite 200  
Portland, OR 97209

**BENEFIT ASSESSMENT LIEN**

**(ORS 223.680(7)(a); ORS 223.685(6)(a); MCC 25.230)**

“**LOCAL GOVERNMENT**” (*Lienholder*): **Multnomah County**, a political subdivision of the State of Oregon  
  
c/o Prosper Portland, its **PROPERTYFIT** Program  
Administrator  
220 NW 2nd Avenue, Suite 200  
Portland, OR 97209

**BENEFIT ASSESSMENT LIEN AMOUNT:** \$ \_\_\_\_\_ (plus interest, fees, penalties, and costs)  
( \_\_\_\_\_ AND NO/100 DOLLARS)

“**PROPERTY OWNER**” (*Borrower*):  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

“**CAPITAL PROVIDER**” (*Lender*):  
  
\_\_\_\_\_  
\_\_\_\_\_

“**QUALIFYING REAL PROPERTY**”:  
  
\_\_\_\_\_  
more specifically described on Exhibit A, attached hereto.

Pursuant to ORS 223.680 and 223.685, the Local Government (identified above), has established a program known as the **PROPERTYFIT** Program to assist property owners with financing cost-effective utilities improvements and/or seismic rehabilitation improvements to certain qualifying real properties (“**Building Resiliency Improvements**”), and has designated **Prosper Portland**, the economic development and urban renewal agency of the City of Portland, to serve as the “**Program Administrator**” (Local Government Resolution Nos. 2015-097, 2016-118 and 2023-015 and Ordinance No. 1278).

The Property Owner (identified above), as the owner of record of the Qualifying Real Property (identified above) located in Multnomah County, Oregon, has requested financing through the **PROPERTYFIT** Program to fund certain Building Resiliency Improvements to the Qualifying Real Property (the “**Project**”) and the Program Administrator has facilitated a financing agreement whereby the Capital Provider (identified above) has agreed to provide financing to the Property Owner for the Project in an amount not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (such amount and interest, fees, penalties, and costs due under the **PROPERTYFIT** Financing Agreement are referred to herein as the “**PROPERTYFIT Financing**”). The terms and conditions of the **PROPERTYFIT** Financing are set forth in a **PROPERTYFIT** Financing Agreement and other Transaction Documents dated on or about the date hereof, by and between the Property Owner and the Capital Provider included or referenced therein (collectively the “**PROPERTYFIT Financing Agreement**”).

Repayment of the **PROPERTYFIT** Financing is secured by this Benefit Assessment Lien, assessed, and recorded with Multnomah County, Division of Assessment, Recording and Taxation (“**DART**”) against the Qualifying Real Property, which has the same priority, as determined under ORS 223.230(3), as a lien for assessments for local improvement districts arising under ORS 223.393 and may be enforced as provided in ORS 223.505 to 223.650.

This Benefit Assessment Lien runs with the land. In the event of a sale or transfer of the Qualifying Real Property by the Property Owner, the Benefit Assessment Lien will remain a lien on the Qualifying Real Property securing obligations under the **PROPERTYFIT** Financing Agreement, the **PROPERTYFIT** Program Agreement and the Transaction Documents, including, without limitation, the portion of the **PROPERTYFIT** Financing that has not yet become due.

**LOCAL GOVERNMENT (Lienholder):**

**MULTNOMAH COUNTY, OREGON,**  
acting by and through **PROSPER PORTLAND,** its  
**PROPERTYFIT** Program Administrator

By: \_\_\_\_\_  
Kimberly Branam, Executive Director

Dated: \_\_\_\_\_

State of OREGON  
County of Multnomah

This instrument was acknowledged before me on \_\_\_\_\_, by Kimberly Branam, as Executive Director of Prosper Portland, the **PROPERTYFIT** Program Administrator for Multnomah County, Oregon.

\_\_\_\_\_  
Notary Public – Oregon  
My Commission Expires: \_\_\_\_\_