

**MORTGAGE HOLDER’S CONSENT**

**TO**

**PROPERTYFIT FINANCING**

**MORTGAGE HOLDER (the “Mortgage Holder”)**

**PROPERTY OWNER (the “Property Owner”)**

Name \_\_\_\_\_

Name \_\_\_\_\_

Contact \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Loan No(s). \_\_\_\_\_

Reference No. \_\_\_\_\_

**CAPITAL PROVIDER (the “Capital Provider”)**

**LOCAL GOVERNMENT (the “Local Government”)**

Name \_\_\_\_\_

Name *Multnomah County acting by and through Prosper Portland, the **PROPERTYFIT** Program Administrator*

Contact \_\_\_\_\_

Contact Shelly Haack, Program Coordinator

Address \_\_\_\_\_

Address 220 NW 2<sup>nd</sup> Avenue, Suite 200

City/State/Zip \_\_\_\_\_

City/State/Zip Portland, OR 97209

Phone \_\_\_\_\_

Phone 503-360-4555

Reference No. \_\_\_\_\_

**PROPERTYFIT**  
No \_\_\_\_\_

Amount of **PROPERTYFIT** Financing \_\_\_\_\_

(the “**PROPERTYFIT** Financing”)

**QUALIFYING REAL PROPERTY** (the “Qualifying Real Property”) which address is \_\_\_\_\_, as more fully described in attachment Exhibit A.

The undersigned Mortgage Holder, hereby acknowledges receipt of a written notice from the Property Owner, a copy of which is attached hereto as Exhibit B, which states that the Property Owner intends to participate in the **PROPERTYFIT** Program by entering into a private financing agreement and

other Transaction Documents with the Capital Provider (the “**PROPERTYFIT Financing Agreement**”), secured by a lien, assessed and recorded against the Qualifying Real Property, that has the same priority, as determined under ORS 223.230(3), as a lien for assessment for local improvements arising under ORS 223.393 (the “**Benefit Assessment Lien**”), for the purpose of financing the costs of installing and/or constructing eligible energy efficiency, renewable energy, water conservation and/or seismic rehabilitation improvements on the Qualifying Real Property (the “**Project**”), pursuant to ORS 223.680 and 223.685, and the Local Government’s authorizing Resolution Nos. 2015-097, 2016-118 and 2023-015, and Ordinance No. 1278 (collectively, the “**Acts**”).

The Mortgage Holder has made or is making one or more loans to the Property Owner, secured by a mortgage, deed of trust, assignment of leases and rents, security agreement, fixture filing and/or related financing documents (the “**Mortgage Documents**”). The Mortgage Documents were recorded with Multnomah County, Division of Assessment, Recording and Taxation (“**DART**”) against the Qualifying Real Property on \_\_\_\_\_, as Document No. \_\_\_\_\_.

The undersigned hereby represents that it is authorized to execute this Mortgage Holder Consent on behalf of the Mortgage Holder, and hereby consents to the Property Owner’s participation in the **PROPERTYFIT** Program and confirms that neither the Property Owner’s participation in the **PROPERTYFIT** Program, the execution of the **PROPERTYFIT** Financing Agreement, this **PROPERTYFIT** Program Agreement and the Transaction Documents, nor the assessment and/or recording of a Benefit Assessment Lien against the Qualifying Real Property to secure repayment of the **PROPERTYFIT** Financing, will constitute an event of default or give rise to any remedies by the Mortgage Holder under the terms of the Mortgage Documents.

The Mortgage Holder acknowledges that the Local Government and the Program Administrator have not provided the Mortgage Holder any legal advice regarding the **PROPERTYFIT** Program, the Benefit Assessment Lien, the Acts, this Mortgage Holder Consent, or any other matters. The Mortgage Holder has independently, and without reliance upon the Local Government or the Program Administrator, conducted its own evaluation and had the opportunity to obtain independent legal advice regarding the **PROPERTYFIT** Program, the Benefit Assessment Lien, and the Acts.

The Mortgage Holder has had access to all financial and other information that it deems necessary to evaluate the Property Owner’s participation in the **PROPERTYFIT** Program, including the opportunity to ask questions, receive answers and obtain additional information from the Property Owner necessary to verify the accuracy of information provided.

The Mortgage Holder has not relied upon any investigation or analysis conducted by, any advice or communication from, nor any warranty or representation by, the Local Government, the Program Administrator or their respective agents or employees, express or implied, concerning the financial condition of the Property Owner, the status and valuation of the Qualifying Real Property, the enforceability of the **PROPERTYFIT** Program Agreement and the Transaction Documents, including the Benefit Assessment Lien to be assessed and recorded against the Qualifying Real Property, or the legal and financial benefits and risks associated with the **PROPERTYFIT** Financing.

The Mortgage Holder acknowledges that the Local Government and the Program Administrator take no responsibility for any information (financial or otherwise) regarding the Property Owner, the Qualifying Real Property, the Mortgage Documents, or the Mortgage Holder's rights under the Acts.

Except for the expressed agreement of the Mortgage Holder contained in this Mortgage Holder Consent, the Mortgage Holder does not waive any other right under the Mortgage Documents, and nothing contained in this Mortgage Holder Consent may be construed to modify or amend any of the provisions of the Mortgage Documents.

The Mortgage Holder hereby acknowledges that the Property Owner, the Capital Provider, the Program Administrator, and the Local Government will rely on the representations and consent of the Mortgage Holder in this Mortgage Holder Consent.

**[Mortgage Holder]**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

State of \_\_\_\_\_

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

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public -- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_