



Request for Lender Acknowledgement and Notice of Proposed Contractual PACE Special Charge

Notice Date: _____

Lender Address:

Property/Loan Information:

Address: _____

APN: _____

Loan Number: _____

To Whom it May Concern:

The undersigned (the "Property Owner") is the owner of a property located at the above-referenced address (the "Property"). You are the lender (the "Lender") with respect to a loan secured by a private lien on the Property (the "Loan").

Background: The City of Milwaukee, has established a program, known as the Property Assessed Clean Energy (PACE) Financing that assists property owners with financing the installation of eligible energy efficiency improvements, a water efficiency improvements, or a renewable resource application that are permanently fixed to their properties under City Ordinance 304-26.5 and State Statute 66.0627(8). Additional information on the program can be found at www.SmartEnergyPays.com/businesses.

Under this program, the Program will levy a contractual special charge to finance the installation of Authorized Improvements on private property by agreement with the owner of the property. Pursuant to City Ordinance 304-26.5, the Contractual PACE Special Charge is collected in installments on the property tax bill in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes.

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Participation in the Program. The Property Owner has applied to participate in the Program, and intends to finance installation on the Property of the Authorized Improvements listed on Exhibit A. The Contractual PACE Special Charge to be levied on the Property (the “Contractual PACE Special Charge”) pursuant to an agreement between the Property Owner and the Municipality (the “Assessment Agreement”) and the related payment terms are proposed to consist of the following:

Maximum Principal amount of PACE Loan _____
Term of repayment period: _____
Total estimated annual installment including interest and fees: _____

Purpose of this Notice. The Property Owner is sending this Notice of Proposed Contractual PACE Special Charge to Lender to (i) provide notice of the proposed participation of the Property in the Program, (ii) request confirmation from the Lender that the levy of the Contractual PACE Special Charge pursuant to the Assessment Agreement will not trigger an event of default or the exercise of any remedies under the Loan documents, (iii) provide notice that the Contractual PACE Special Charge will be collected in installments on the property tax bill in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes, (iv) declare the Property Owner’s agreement to pay on a timely basis both the existing obligations secured by the Property (including the Loan) and the proposed Contractual PACE Special Charge, and (v) obtain the consent of the Lender for the Property Owner to participate in the Program, including but not limited to the placement of a Contractual PACE Special Charge on the tax bill for the Property which is senior to Lender’s mortgage lien.

Execution and Return of Acknowledgement. The Property Owner would appreciate you executing the attached Lender Acknowledgement to Proposed Contractual PACE Special Charge and returning it to the undersigned at your earliest convenience.

Very truly yours,

BY: (signature): _____

PROPERTY OWNER NAME: _____

MAILING ADDRESS (if different than Property address): _____



Lender Acknowledgement to Contractual PACE Special Charge

Date: _____

Property/Loan Information:

Address: _____

APN: _____

Loan Number: _____

This Lender Acknowledgement to Contractual PACE Special Charge (this "Acknowledgement") is given by the undersigned entity (the "Lender") with respect to the above-referenced loan (the "Loan") and the above-referenced property (the "Property").

RECITALS

A. Lender is in receipt of written notice (the "Notice") from the owner of the Property (the "Property Owner") that it intends to finance installation on the Property of certain renewable energy, energy efficiency, or water efficiency improvements that will be permanently fixed to the Property (the "Authorized Improvements") by participating in a program, known as the Property Assessed Clean Energy (PACE) program, sponsored by the City of Milwaukee pursuant to City Ordinance 304-26.5 and State Statute 66.0627(8).

B. Lender understands that, as a result of an agreement between the City of Milwaukee and the Property Owner (the "PACE Supplemental Loan Agreement"), the Contractual PACE Special Charge described in the Notice will be levied on the Property, and that the Contractual PACE Special Charge will be collected in installments on the property tax bill in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes.

C. The Property Owner has agreed in a manner acceptable to Lender to pay on a timely basis both the existing obligations secured by the Property (including the Loan) and the proposed Contractual PACE Special Charge.

D. The Lender consents to the Property Owner's to participation in the Program, including but not limited to the placement of a Contractual PACE Special Charge on the tax bill for the Property which is senior to Lender's mortgage lien.

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ACKNOWLEDGEMENT

The undersigned hereby represents that it is authorized to execute this Acknowledgement on behalf of the Lender. The Lender hereby (i) confirms that it has received the Notice, (ii) acknowledges the levy of the Contractual PACE Special Charge pursuant to the Assessment Agreement and (iii) agrees that the levy of the Contractual PACE Special Charge will not constitute an event of default or trigger the exercise of any remedies under the Loan documents. The Lender hereby acknowledges that the Property Owner and the Municipality will rely on the representation and acknowledgement of the Lender set forth in this Acknowledgement.

LENDER:	
	By: _____
	<i>Authorized Representative</i>
	By: _____
	<i>Name</i>
	By: _____
	<i>Title</i>
	By: _____
	<i>Date</i>

Subscribed and sworn to me this _____ day

Of _____, _____ A.D.

My Commission Expires _____.

 Notary Public Milwaukee County