



# Lender Consent to Proposed 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 and energy efficiency improvements that will be permanently fixed to the Property (the "Authorized Improvements") by participating in a program, known as the Program, sponsored by the Municipality.

B. Lender understands that, as a result of an agreement between the Municipality and the Property Owner (the "Assessment 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.

*(continued on next page)*

## 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.

Authorized Representative

Name (Printed): \_\_\_\_\_

Name (Signature): \_\_\_\_\_

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

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