**MORTGAGE LENDER CONSENT TO C-PACE ASSESSMENT**

**Mortgage Lender Name:**

**Address:**

**Property Owner Name:**

**Property Location:**

**Address:**

**Municipality:**

**Tax Map/Lot No.**

This Mortgage Lender Consent to C-PACE Assessment (“Consent”) is given by the undersigned entity (the “Lender”) with respect to the above-referenced property (the “Property”) and property owner (“Property Owner”).

WHEREAS, Lender made a loan evidenced by a promissory note in the original amount of $\_\_\_\_\_\_ (the “Loan”) to Property Owner, which Loan is secured by a lien, mortgage or security interest in or other collateral encumbrance on the Property identified above, which lien is recorded at Book \_\_\_, Page \_\_\_ of the \_\_\_\_\_\_\_\_ County Registry of Deeds (together with any other document executed by Property Owner in favor of Lender and securing the Loan, the “Loan Documents,” which term includes any and all extensions, consolidations, amendments, modifications and supplements to such documents);

WHEREAS, Lender is in receipt of written notice (the “Notice”) from or on behalf of the Property Owner that Property Owner intends to finance the acquisition installation of certain energy efficiency and/or renewable energy improvements that will be affixed to the Property (the “Energy Savings Improvements”) by participating in the Maine Commercial Property Assessed Clean Energy Program (“C-PACE”) established under 35-A M.R.S. §§10201 et seq. (the “C-PACE Act”);

WHERES, the Municipality in which the Property is located has elected to participate in the C-PACE program and has adopted a C-PACE ordinance;

WHEREAS, Property Owner intends to select a capital provider approved for participation in connection with the C-PACE Program (the “Qualified Capital Provider”), to fund amounts approved for the funding of the Energy Savings Improvements (the “Financing”) under the terms of a C-PACE Assessment and Financing Agreement (the “C-PACE Agreement”) executed by the Municipality, the Property Owner and the Qualified Capital Provider, a notice of which is to be recorded in the Registry of Deeds;

WHEREAS, the C-PACE Financing will be repaid by the Property Owner in periodic installments through an assessment made against the Property by the Municipality identified above, pursuant to the Municipality’s C-PACE ordinance and the C-PACE Act, which payments will be remitted to the Qualified Capital Provider;

WHEREAS, pursuant to Section 10205 of the C-PACE Act, a C-PACE assessment constitutes a lien on the Property until it is paid in full, which lien is a priority lien that takes precedence over all other liens or encumbrances on the Property, except a lien for real property taxes of the municipality and liens of municipal sewer, sanitary and water districts;

WHEREAS, pursuant to Section 10205(4) of the C-PACE Act, a C-PACE assessment may not be approved until the financial institution holding a prior lien, mortgage or security interest in or other collateral encumbrance on the Property has provided written consent to the Property Owner and Municipality that the borrower may participate and enroll the collateral Property in the C-PACE program;

WHEREAS, Section 10205(5) of the C-PACE Act provides that if a C-PACE assessment is delinquent or in default and the Property Owner is also delinquent in any tax due to the Municipality, foreclosure would occur through the Municipality in the same manner as for municipal property taxes by the recording of liens and the statutory property tax lien foreclosure process, and if just the C-PACE assessment is delinquent, but not any property tax, the Qualified Capital Provider would take an assignment of the lien from the Municipality, have the same powers and rights at law as the Municipality and its tax collector with regards to priority of the C-PACE lien, and have the same rights to enforce the C-PACE lien as any private party or lender holding a lien on real property, including statutory rights of foreclosure of real property mortgages;

WHEREAS, pursuant to Section 10205(6) of the C-PACE Act, a C-PACE assessment is not eliminated by foreclosure and cannot be accelerated;

WHEREAS, pursuant to the C-PACE Act, Lender’s consent to allow the collateral Property to be enrolled in the C-PACE program is not required, but rather is voluntary.

NOW, THEREFORE, in reference to the above recitals which are incorporated as a material portion of this document, the Lender hereby consents to the enrollment of the Property in the C-PACE program by the Property Owner and consents to the C-PACE assessment and lien on the Property by the Municipality to secure payment for any unpaid C-PACE assessment as provided under the C-PACE Act, and further acknowledges and confirms its understanding as follow:

1. Lender acknowledges that it has received notice of the Property Owner’s intent to participate in the C-PACE Program and to enroll the Property in the C-PACE Program pursuant to the Municipal ordinance and C-PACE Act;
2. Lender acknowledges that the Loan Documents will be subordinate to the C-PACE assessment and lien and understands the priority status provided to C-PACE liens under Section 10205(3) of the C-PACE Act.
3. Lender acknowledges and understands the foreclosure process applicable to properties subject to a C-PACE lien under Section 10205(5) of the C-PACE Act.
4. Lender acknowledges and understands that it is not required to, but has voluntarily, elected to consent to the enrollment of the Property in the C-PACE Program.
5. Lender agrees that the Property Owner’s execution of a C-PACE Agreement and other documents necessary or appropriate to confirm and implement the Property Owner’s participation in the C-PACE program and the imposition of the C-PACE assessment and lien with respect to the Property will not constitute a default under Lender’s Loan Documents.
6. Lender acknowledges that the Property Owner, Municipality, and Qualified Capital Provider will rely on this consent and the acknowledgements contained herein and that this Consent will be recorded in the Registry of Deeds.

**[LENDER NAME]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**By:**

**Its:**

**Date:**

STATE OF MAINE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, SS.

Then personally appeared before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, the above-named\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of [LENDER] and acknowledged the foregoing instrument to be his /her free act and deed in said capacity and the free act and deed of said entity.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public/Maine Attorney-at-Law

 Print/type name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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