

LENDER CONSENT TO PACE ASSESSMENT

Property Owner: _____
Mailing Address: _____
Lender: _____
Mailing Address: _____
Lender Phone _____
Number: _____
Property: The Real Property located in _____ County, Texas, as
more fully described in Exhibit A
Street Address of _____
Property: _____
Maximum Amount of _____
PACE Assessment _____
Principal Authorized: _____
Maximum Annual _____
PACE Installment _____
Amount Authorized: _____
*Maximum Number _____
of PACE Installments _____ (*HUD/FHA Projects Only)
Authorized: _____

RECITALS

Lender has made one or more loans to Property Owner secured by that Deed of Trust or Security Agreement (the “**Deed of Trust**”) dated _____ recorded in Volume _____, Page _____, or under Instrument No. _____ of the Real Property Records of _____ County, Texas, securing the indebtedness described therein. The Deed of Trust, the notes creating the debts secured by the Deed of Trust, and all other loan agreements and other documents relating to the debt and Deed of Trust are referred to as the “**Loan Documents.**”

Property Owner desires to enter into an agreement (the “**PACE Agreement**”) with the Local Government to impose an assessment (the “**Assessment**”) for the financing of a qualified project under Texas Local Government Code Chapter 399 (the “**PACE Act**”). The terms of the Assessment are set out in the PACE Agreement between the Local Government and Property Owner. The Assessment will constitute a lien against the Property with the same priority status of any other ad valorem tax.

Texas Local Government Code Chapter 399 requires that the Lender: (i) be given notice of the Property Owner’s intention to participate in a program under the PACE Act on or before the 30th day before the date the PACE Assessment is executed, and (ii) provide written consent to the Assessment prior to the Property Owner and Local Government executing the PACE Agreement.

AGREEMENT

1. Lender hereby consents to the Assessment and the PACE Agreement and agrees that Property Owner shall not be in default under the Loan Documents because it enters into the PACE Agreement or the financing documents referenced therein, or because the Property is subject to the Assessment imposed against the Property pursuant to the PACE Agreement.
2. Lender hereby also agrees that, pursuant to Texas Local Government Code Section 399.014, the Assessment will constitute a lien against the Property from and after the date on which the notice of contractual assessment is recorded and that such lien will have the same priority status as a lien for any other ad valorem tax. In no circumstances will the amount owing on the Assessment or payment schedule be accelerated on account of a payment default or for any other reason, including bankruptcy. Any proceeding to enforce the lien shall be limited to collection of the amount then currently due with respect to the Assessment, together with past-due interest, past-due fees and costs of collection as permitted under the PACE Act and Texas Tax Code, as they are amended from time-to-time.
3. Property Owner and Lender agree that the principal amount of the Assessment shall not exceed the Maximum Amount of Assessment Principal Authorized, as specified above, without the consent of Lender.

EXECUTED effective as of _____, 20_____.

PROPERTY OWNER:

By: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This Lender Consent to PACE Assessment pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

_____ (print name)

NOTARY PUBLIC, STATE OF _____

LENDER:

By: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This Lender Consent to PACE Assessment pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

(print name)

NOTARY PUBLIC, STATE OF _____

EXHIBIT A

PROPERTY DESCRIPTION

SAMPLE