Lender Acknowledgement to Contractual PACE Special Charge

Date:

**Property/Loan Information** Building Address:

Taxkey/Parcel:

Mortgage Holder:

Loan Number:

This Lender Acknowledgement to Contractual Property Assessed Clean Energy (“PACE”) Special Charge (“Acknowledgement”) is given by the undersigned entity (the “Lender”) with respect to the above referenced loan (“Loan”) and the above referenced property (“Property”) in relation to the PACE program operated by the [Wisconsin PACE Commission] (the “Commission”).

**RECITALS**

1. Lender is in receipt of written notice (“Notice”) from the owner of the Property (“Property Owner”) that it intends to finance the installation on the Property of certain energy efficiency, renewable energy or water conservation improvements that will be permanently fixed to the Property (“Authorized Improvements”) by participating in a PACE program sponsored by the Commission.

1. Lender understands that, as a result of an agreement between the Commission and the Property Owner (“Supplemental Loan Agreement”), the Contractual PACE Special Charge (“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] [OR] [by the Commission directly according to the terms of the Supplemental Loan Agreement]. The form of Supplemental Loan Agreement is included in Appendix A herein.

1. 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.

1. The Lender consents to the Property Owner’s participation in the Commission PACE Program (“Program”), including but not limited to the placement of a Contractual PACE Special Charge on the tax bill for the Property.

*[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 terms of the Supplemental Loan 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 Commission will rely on the representation and acknowledgement of the Lender set forth in this Acknowledgement.

**Lender:**

By:

Signature:

Title:

Date:

In witness whereof, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has caused its name to be signed this \_\_\_\_\_\_ day of

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

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

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_

State: )

 ) ss:

County: )

 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a(n) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of said

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

 Notary Public

Exhibit A: Form of Supplemental Loan Agreement