

LENDER CONSENT TO PACE ASSESSMENT

Property Owner: _____
Mailing address: _____
Local Government: _____
Mailing Address: _____
Lender: _____
Mailing Address: _____
Property: The Real Property located in _____ County, Texas, as more fully
described in Exhibit A
Street Address of
Property: _____
Maximum Amount
of Assessment
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 __, 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**”) to repay 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 and are summarized in Exhibit B attached hereto and made a part hereof by reference. 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. Property Owner agrees that the amount of the Assessment shall not exceed the Maximum Amount of Assessment Authorized, as specified above, without the consent of Lender.

EXECUTED effective as of _____, 20__.

PROPERTY OWNER:

LOCAL GOVERNMENT:

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

LENDER:

By:_____

Name:_____

Title:_____