

CONSENT OF LIENHOLDER

Date: _____

Lienholder:

NAME
ADDRESS
CITY, STATE, ZIP
PHONE NUMBER

Property Owner and Mailing Address:

OWNER NAME
OWNER ADDRESS
OWNER CITY, STATE, ZIP

Property (as more particularly described in the attached Exhibit A):

PROPERTY ADDRESS
PROPERTY CITY, STATE, ZIP

Instrument(s) Securing Indebtedness (the “Security Instrument”) and Recording Information:

[Name], recorded in [Book], [Page] in the Office of the Register of Deeds of [_____] County, North Carolina

This **CONSENT OF LIENHOLDER** (this “Consent”) is hereby delivered by the undersigned individual or entity (the “Lienholder”) with respect to the above-referenced indebtedness (the “Indebtedness”) secured by the Property under the terms of the above-referenced Security Instrument.

The [City/County of _____], North Carolina (the “[City/County]”), in which the Property is located, is a participant in the commercial property assessed capital expenditure (C-PACE) program (“C-PACE Program”) authorized under Article 10B of Chapter 160A of the General Statutes of North Carolina, as amended (the “C-PACE Act”). The Property Owner intends to finance the installation of “qualifying improvements” on the Property under the C-PACE Act and the C-PACE Program in an amount not to exceed \$[_____] (the “C-PACE Financing”). Such qualifying improvements may include energy efficiency measures, resiliency measures, renewable energy measures, or water conservation measures.

To secure the C-PACE Financing from [_____] (together with its successors and assigns, the “Capital Provider”), the Property Owner will agree to the imposition of an assessment (“C-PACE Assessment”) and a lien (“C-PACE Lien”) against the Property by [City/County]. The C-PACE Assessment will be collected in installments by the Capital Provider and any delinquent assessment payments by the Property Owner shall accrue interest and penalties as specified in a financing agreement between the Property Owner and Capital Provider. The C-PACE Lien shall be inferior to all prior and subsequent State, local, and federal taxes or liens, including the lien of *ad valorem* taxes on real property, but shall be superior to all other liens on the Property (including the lien of the Security Instrument) from the date on which the notice of the C-PACE Assessment is recorded.

In no circumstances will amounts owing on the C-PACE Assessment be accelerated or extinguished by foreclosure of the delinquent assessment payment or payments. Any proceeding to enforce the C-PACE Lien shall be limited to the collection of the amounts then currently due with respect to the C-PACE Assessment, including interest, fees, charges and other costs as permitted under the C-PACE Act and Article 2A of Chapter 45 of the General Statutes of North Carolina, as amended.

By signing below, Lienholder hereby: (i) acknowledges receipt of timely prior notice of the C-PACE Financing, the C-PACE Assessment and the C-PACE Lien, (ii) consents to the C-PACE Lien in the amount of the C-PACE Financing; (iii) agrees that the C-PACE Financing and imposition of the C-PACE Assessment and the C-PACE Lien do not constitute an event of default or trigger the exercise of any remedies under the terms of the Security Instrument or any agreement securing the Indebtedness; and (iv) acknowledges that this Consent is being relied on by all parties participating in, lending in or administering the C-PACE Financing.

[Remainder of page intentionally left blank]

The undersigned hereby represents that he or she is authorized to execute and deliver this Consent of Lienholder on behalf of the Lienholder.

LIENHOLDER:

[_____]

By _____ (SEAL)
Name _____
Title _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of said State and County, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____, of [Lienholder], and that by authority duly given and as the act of the [Lienholder], the foregoing instrument was signed in the [Lienholder's] name by [him/her] as its _____.

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[Attached]