

**NOTICE OF PROPOSED C-PACER ASSESSMENT AND LIEN, AND
REQUEST FOR CONSENT OF LIEN HOLDER OR OTHER OBLIGATION HOLDER
TO C-PACER ASSESSMENT AND LIEN**

Notice Date: [_____] , 20[___]

Name of Lien or Other Obligation Holder: [_____]

Street: [_____]

City/State/Zip Code:[_____]

Attention: [_____]

Property/Loan Information

Address: [_____] (the “Property”)

Loan Number: [_____]

Why have you received this notice?

Property Owner listed below owns the subject Property. You/Your Financial Institution hold a lien, mortgage, security interest, deed of trust, or other secured encumbrance on the Property.

[_____] , [_____] (“**Property Owner**”) wishes to install resiliency improvements, energy conservation and efficiency improvements, clean energy improvements, or water conservation improvements to the property using Commercial Property Assessed Clean Energy or Resiliency (C-PACER) financing, known as the “C-PACER” program. Property Owner requests your consent for the property to participate in the program.

Background on C-PACER in New Hampshire

New Hampshire statute RSA chapter 53-F (the “C-PACER Act”) authorizes New Hampshire municipalities, village districts and counties to establish a C-PACER program in their communities. Capitalized terms used herein, but not defined herein, have the meaning given to such terms in the C-PACER Act.

C-PACER financing allows owners of agricultural, commercial, industrial and multi-family properties with 5 or more dwelling units to obtain low-cost, long-term financing for resiliency, energy conservation and efficiency, clean energy, or water conservation projects.

[_____] , where the subject property is located, has established a C-PACER program within its jurisdiction for qualifying property owners.

Through the C-PACER program, the financing for qualifying projects is provided by a private Capital Provider, and the principal amount is recorded by [_____] as a voluntary special assessment and lien (the “**C-PACER Lien**”) on the Property. The annual assessment payments relating to that lien are repaid to the private Capital Provider, which Capital Provider has the responsibility of administering Property Owner’s C-PACER obligation.

Like other special assessments, the C-PACER obligations remain with a property upon its sale, until the financing is fully repaid, at which point the C-PACER lien and assessment are released and terminated.

Under the C-PACER Act, consent from pre-existing lien holders and any other holders of certain other obligations on a property is required before a C-PACER assessment and lien can be placed on the property.

Once recorded, the C-PACER lien, like other government-imposed liens, is a first and prior lien against the property, except that it shall be junior to any lien for property taxes and other qualifying government obligations. The only portion of C-PACER financing that can be accelerated is any past due payments not made to the Capital Provider. The remaining principal balance of the C-PACER financing cannot be accelerated.

To qualify for C-PACER financing, the proposed project must meet the following basic criteria:

- The property is located in [_____], New Hampshire, a [_____] that has passed an ordinance or resolution authorizing a C-PACER program;
- The property is an agricultural, commercial, or industrial property, or multi-family property of 5 or more dwelling units;
- The proposed improvements reduce energy consumption, reduce water consumption, increase the production of on-site renewable energy, reduce lead in potable water, and/or increase the resiliency of the property, as defined in the C-PACER Act;
- Qualified improvements already completed and operational no more than 36 months prior to submission of a C-PACER application to the N.H. Business Finance Authority (the C-PACER Program Administrator) may also be financed through C-PACER;
- The proposed improvements are permanently affixed to a building or facility that is part of the property
- The C-PACER application is approved by the N.H. Business Finance Authority; and
- Property Owner receives consent of the current mortgage/lien holder(s).

What should you/your Financial Institution know?

Property Owner has indicated its intention to apply for C-PACER financing for improvements on the Property. If you give your consent, the C-PACER financing will be levied on the Property pursuant to an Assessment Agreement for C-PACER Financing between the Property Owner and the [_____] (the “**Assessment Agreement**”), and the amount of the C-PACER financing will be determined by a Financing Agreement between the Property Owner and the private Capital Provider. The C-PACER financing terms will consist of:

Total cost of improvements:	[\$ _____]
Total C-PACER financing requested (+/- 5%):	[\$ _____]
Annual interest rate not to exceed:	[_____]%
Term of repayment (not to exceed 30 yrs):	[_____] years
Total estimated annual C-PACER Payments:	[\$ _____]
Number of payments per year:	

As required by the C-PACER Act, Property Owner is sending this Request for Consent of Lien Holder or Other Obligation Holder to C-PACER Assessment and Lien to:

- i. provide notice of Property Owner's proposed participation of the Property in the C-PACER program;
- ii. request confirmation from you/your Financial Institution (a current mortgage/lien holder, trustee of a deed of trust, or other obligation holder) that the levy of the C-PACER payments will not trigger a default nor the exercise of any remedies under your current lien or other encumbrance relating to the Property;
- iii. provide notice that, due to the requirements under the Assessment Agreement, the private Capital Provider financing payments will be collected in installments that are subject to the same remedies and lien priorities as real property taxes; and
- iv. declare Property Owner's agreement to uphold and pay on a timely basis both the existing obligations to you/your Financial Institution which are secured by the Property and the proposed C-PACER installments.

Note that your financial institution may increase the monthly amount held in escrow as may be required to annually pay the C-PACER assessment and may remit such amounts in the same manner that property taxes are escrowed and remitted.

Execution and Return of Consent. Property Owner would appreciate your executing the attached Consent and Acknowledgment to C-PACER Assessment and Lien by Lien Holder or Other Obligation Holder for the [_____] C-PACER program for the Property and returning it to the undersigned at your earliest convenience.

Sincerely,

PROPERTY OWNER:

[_____],
a [_____]

By: _____

Name: _____

Title: _____

MAILING ADDRESS (if different than Property address):

Return to:

**CONSENT AND ACKNOWLEDGEMENT TO C-PACER ASSESSMENT AND LIEN
BY LIEN HOLDER OR OTHER OBLIGATION HOLDER**

Date: [____], 20[____]

Property/Loan Information

Property Address: [_____]

Tax Map/Lot: [_____]

Lien or Other Obligation Holder: [_____]

Loan Number: [_____]

This CONSENT AND ACKNOWLEDGEMENT TO C-PACER ASSESSMENT AND LIEN BY LIEN HOLDER OR OTHER OBLIGATION HOLDER (this “**Consent**”) is given by the undersigned entity (the “**Holder**”) with respect to the above-referenced C-PACER Assessment and Lien and property identified above (the “**Property**”) in relation to the [_____]C-PACER Program (the “**C-PACER Program**”).

RECITALS

A. The Holder 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 Qualified Improvements according to N.H. RSA chapter 53-F that will be permanently fixed to the Property and that will be financed by participating in the C-PACER Program.

B. The Holder understands that, as a result of an Assessment Agreement for C-PACER Financing between [_____] and Property Owner (the “**Assessment Agreement**”), and a Financing Agreement (the “**Financing Agreement**”) between Property Owner and [_____] a [_____] (the “**C-PACER Capital Provider**”), that the assessment (the “**C-PACER Assessment**”) and lien (the “**C-PACER Lien**”) against the Property, as described in the Assessment Agreement and the Financing Agreement, will be levied on the Property, and that the C-PACER Lien is a first and prior lien against the commercial property on which the assessment is imposed, except that it shall be junior to any lien for property tax or other taxes or assessments by the state, county, school, or municipality, from the date on which the notice of assessment and C-PACER lien is recorded until the assessment, interest, or penalty is paid in full.

C. The Holder acknowledges that if any Assessment Installment, as defined in the Assessment Agreement, is not paid when due, the C-PACER Lien may be enforced by the Capital Provider through the procedures under N.H. RSA chapter 479, including the power of sale, or as set forth in the Deed of Trust, if applicable, except that no sale of the Property shall discharge or in any manner affect the priority of the C-PACER Lien with respect to installments not yet due and payable at the time of sale, and assessments not yet due may not be accelerated or eliminated by foreclosure of the past due amounts of the lien, and no deficiency judgment may be sought by the Capital Provider with respect to any unpaid assessment at the time of sale. Any outstanding and delinquent property taxes at the time of the enforcement action shall be satisfied along with the delinquent amounts of the special assessment lien.

D. Collection of the C-PACER special assessments shall be by the [_____], or by the Capital Provider if so designated by the [_____].

E. Delinquent payments incur interest and penalties as specified in the financing agreement between the property owner and the Capital Provider.

F. The C-PACER lien runs with the property.

G. C-PACER Assessments may not be eliminated by foreclosure, power of sale, or bankruptcy.

H. Property Owner has agreed in a manner acceptable to the Holder to uphold and pay on a timely basis both the existing obligations to the Holder which are secured by the Property and the proposed C-PACER Assessment payments.

I. The Holder consents to the Property's participation in the C-PACER Program and that the C-PACER Lien will take precedence over all other liens except for a lien for taxes as described in Recital B above.

[Continued on next page]

ACKNOWLEDGEMENT

The undersigned hereby represents that it is authorized to execute this Acknowledgement on behalf of Holder. Holder hereby:

- (i) confirms that it has received the Notice of Proposed C-PACER Assessment and Lien;
- (ii) acknowledges the lien by [_____] of the C-PACER Assessment pursuant to the terms of the Assessment Agreement and the Financing Agreement; and
- (iii) agrees that the lien and payment of the C-PACER Assessment will not constitute a default nor trigger the exercise of any remedies under the Holder’s loan or other obligation documents.

The Holder hereby acknowledges that Property Owner, the [_____], the C-PACER Capital Provider, and the New Hampshire Business Finance Authority as the [_____]’s designated C-PACER Program Administrator, will rely on the representation and acknowledgement of Holder set forth in this Acknowledgement. The Recitals are integrated into and made a part of this Acknowledgment.

HOLDER:

[_____],
a [_____]

By: _____
Name: _____
Title: _____

Date: [_____], 20[____]

[If a Deed of Trust:] [As Trustee, Held for the Benefit of: [_____], with an address of [_____]

STATE OF _____
COUNTY OF _____

The record was acknowledged before me on [_____], 20[____] by _____ as _____ of [_____], a [_____].

[SEAL]

Printed Name: _____
Notary Public
My Commission Expires: _____