

## **Garden State C-PACE Program**

### **Appendix A: Mortgage Holder Consent Form**

**Existing Mortgage Holder's Consent to C-PACE Assessment and C-PACE Lien**

Date: \_\_\_\_\_

**Property/Existing Loan Information**

**Property Owner:** [NAME] (the "Property Owner")

**Property Address:** [STREET, CITY, NEW JERSEY, ZIP] (the "Property")

**Tax Block and Lot:** \_\_\_\_\_

**Municipality:** \_\_\_\_\_ (the "Municipality")

**Name of Financial Institution:** \_\_\_\_\_ (the "Holder")

**Loan Number:** \_\_\_\_\_ (the "Existing Loan")

**Amount of C-PACE Assessment and Lien:** \_\_\_\_\_ (the "C-PACE Amount")

This Consent to C-PACE Assessment and C-PACE Lien (this "Consent") is given by the Holder with respect to the proposed participation of the Property in the Garden State C-PACE Program (the "Program").

**The undersigned signatory, a duly authorized [officer] of the Holder, hereby acknowledges and agrees that:**

A. The Holder acknowledges that the Property Owner intends to finance the construction of a C-PACE Project on the Property pursuant to and in accordance with N.J.S.A. 34:1B-374 to -382 (the "C-PACE Act") and the Guidelines issued by the New Jersey Economic Development Authority (the "NJEDA") under the C-PACE Act (the "Guidelines," available on the NJEDA website), such C-PACE Project to be permanently affixed to the Property.

B. The Holder understands that pursuant to the C-PACE Act, as a result of an assessment agreement between the Municipality and the Property Owner (the "Assessment Agreement"), and a financing agreement between the Property Owner and \_\_\_\_\_ (the "C-PACE Capital Provider") (the "Financing Agreement"), the C-PACE Assessment and C-PACE Lien shall supersede any current mortgage, financial interest, or other obligation and shall be a first and prior lien, second only to any lien for taxes, assessments, and other charges, from the date on which the C-PACE Assessment is recorded until the date on which the C-PACE Assessment is paid in full. **The Holder further acknowledges that the Municipality will levy the C-PACE Assessment in accordance with the C-PACE Act and the Guidelines and pursuant to the terms of the Assessment Agreement and the Financing Agreement.**

C. The Property Owner acknowledges and agrees that nothing in this Consent diminishes its obligation to the Holder to uphold and pay on a timely basis the Property Owner's existing obligation to the Holder, which are secured by the Property.

D. The Holder consents to the Property's participation in the Program and agrees that, pursuant to the C-PACE Act and the Guidelines, the C-PACE Assessment will take precedence over all other liens except as described in paragraph B hereof.

E. The Holder agrees that the levy and payment of the C-PACE Assessment will not constitute a default nor trigger the exercise of any remedies under the Existing Loan to the Property Owner.

*[Signature on next page]*

Execution of Existing Lienholder's Consent to C-PACE Assessment and C-PACE Lien:

The undersigned Holder hereby acknowledges that the Property Owner, the Municipality, the Capital Provider, and the NJEDA will rely on the representations, agreements, and acknowledgements of the Holder set forth in this Consent.

Witness:

[HOLDER]

\_\_\_\_\_  
Name

BY: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Existing Mortgage Holder's Consent to Increase to C-PACE Assessment and C-PACE Lien**

Date: \_\_\_\_\_

**Property/Existing Loan Information**

**Property Owner:** [NAME] (the "Property Owner")

**Property Address:** [STREET, CITY, NEW JERSEY, ZIP] (the "Property")

**Tax Block and Lot:** \_\_\_\_\_

**Municipality:** \_\_\_\_\_ (the "Municipality")

**Name of Financial Institution:** \_\_\_\_\_ (the "Holder")

**Loan Number:** \_\_\_\_\_ (the "Existing Loan")

**Amount of C-PACE Assessment and Lien:** \_\_\_\_\_ (the "C-PACE Amount")

**Increase to C-PACE Assessment and Lien:** \_\_\_\_\_ (the "C-PACE Increase")

This Consent to C-PACE Assessment and C-PACE Lien (this "Consent") is given by the Holder with respect to the C-PACE Increase to the existing C-PACE Assessment and C-PACE Lien on the Property as a result of the Property's participation in the Garden State C-PACE Program (the "Program").

**The undersigned signatory, a duly authorized [officer] of the Holder, hereby acknowledges and agrees that:**

A. The Holder acknowledges that the Property Owner intends to increase the amount of the financing of the construction of a C-PACE Project on the Property in the amount of the C-PACE Increase pursuant to and in accordance with N.J.S.A. 34:1B-374 to -382 (the "C-PACE Act") and the Guidelines issued by the New Jersey Economic Development Authority (the "NJEDA") under the C-PACE Act (the "Guidelines," available on the NJEDA website). The Holder acknowledges that the C-PACE Assessment and C-PACE Lien on the Property shall be in the sum of the C-PACE Amount and the C-PACE Increase.

B. The Holder reaffirms its understanding and agreement to the C-PACE Assessment and C-PACE Lien and to the levy of the C-PACE Assessment by the Municipality as stated in the Consent dated \_\_\_\_\_ (the "Original Consent").

C. The Property Owner acknowledges and agrees that nothing in this Consent diminishes its obligation to the Holder to uphold and pay on a timely basis the Property Owner's existing obligation to the Holder, which are secured by the Property.

D. The Holder consents to the increase of the C-PACE Amount by the C-PACE Increase and reaffirms its agreement that the C-PACE Assessment, as increased, will take precedence over all other liens except as described in paragraph B of the Original Consent.

E. The Holder agrees that the levy and payment of the C-PACE Assessment, as increased, will not constitute a default nor trigger the exercise of any remedies under the Existing Loan to the Property Owner.

*[Signature on next page]*

Execution of Existing Lienholder's Consent to Increase to C-PACE Assessment and C-PACE Lien:

The undersigned Holder hereby acknowledges that the Property Owner, the Municipality, the Capital Provider, and the NJEDA will rely on the representations, agreements, and acknowledgements of the Holder set forth in this Consent.

Witness:

[HOLDER]

\_\_\_\_\_  
Name

BY: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_