



MORTGAGE HOLDER NOTICE

The undersigned (the "Record Owner") is the owner of certain real property located at the address described in Exhibit A (the "Property"). You are the lender, mortgage holder or loan servicer (the "Lender") with respect to the above-referenced loan (the "Loan") relating to the Property.

The Record Owner is sending this Mortgage Holder Notice (this "Notice") pursuant to Section 25(d) of the Property Assessed Clean Energy Act, 50 ILCS 50/1 et. seq. (the "Illinois PACE Act"). The City of Chicago (the "City") established a Property Assessment Clean Energy Program (the "Program") to facilitate the financing or refinancing of renewable energy improvements, energy efficiency improvements, water use improvements, alternative energy improvements and resiliency improvements for commercial, industrial, and multi-family (of 5 units or more) properties and properties owned by a not-for-profit located in the City Of Chicago. Loop-Counterpointe PACE LLC is the Program Administrator for the Program.

Pursuant to Section 25(d) of the Illinois PACE Act, the Record Owner is required to notify the Lender before entering into an assessment contract with the City of Chicago that (1) the Record Owner intends to enter in an assessment contract, (2) the maximum principal amount to be financed pursuant to the assessment contract, (3) the maximum annual assessment necessary to pay that amount, and (4) that the Record Owner is requesting the Lender consent to the Record Owner's participation in the Program.

An assessment imposed under the Illinois PACE Act pursuant to an assessment contract, including any interest on the assessment and any penalty, shall, upon recording of the assessment contract in Cook County, constitute a lien against the Property until the assessment, including any interest or penalty, is paid in full. The lien of the assessment contract shall run with the Property until the assessment is paid in full and a satisfaction or release for the same has been recorded in Cook County and shall have the same priority and status as other property tax and special assessment liens. The City (or any permitted assignee) shall have all rights and remedies in the case of default or delinquency in the payment of an assessment as it does with respect to delinquent property taxes and other delinquent special assessments.

The Record Owner has applied to participate in the Program and intends to finance or refinance the improvement(s) described below. The assessment to be levied on the Property pursuant to the assessment contract and the related maximum annual assessment consist of terms described in Exhibit A.

Attached to this Notice is the Mortgage Holder Consent ("Lender Consent") required by the Illinois PACE Act. Please sign and return the Lender Consent at your earliest possible convenience. For questions please contact Loop-Counterpointe PACE LLC at inquiry@chicagopace.org.

[Signature on Following Page.]



Property Owner

By:

By: _____

Name:

Title:

Date:



Record Owner(s):

Property Address:

Property Assessor's Property Index Numbers (PINS):

Terms of Proposed PACE Assessment

Description of Improvements:

Maximum Amount of Assessment:

Maximum Duration of the Assessment:

Maximum Annual Assessment Installment:



MORTGAGE HOLDER CONSENT

Recitals

Lender has one or more loans to Record Owner encumbering or secured by the above referenced property (the "Property") as identified above (the "Loan(s)") pursuant to one or more loan agreements, notes, mortgages, deeds of trust or other security agreements and all other related documents, agreements and instruments (collectively, "Loan Documents").

Pursuant to the Mortgage Holder Notice (the "Notice"), Record Owner has notified the Lender of its desire to enter into an assessment contract with the City of Chicago (the "City ") to impose an assessment under the Property Assessed Clean Energy Act, 50 ILCS 50/1 et. seq. (the "Illinois PACE Act") for the financing or refinancing of the acquisition, construction, installation, or modification of the Improvements as identified in the Notice pursuant to the City's Property Assessed Clean Energy Program (the "Program"), which notice set forth the terms of the proposed assessment.

Consent

The undersigned is the Lender or the servicer with respect to the Loan(s) relating to the Property, fee title of which is owned by the Record Owner. In connection with the Record Owner's application for participation in the Program, the Lender hereby certifies, acknowledges, confirms and agrees as follows:

1. The execution and delivery of this Mortgage Holder Consent (this "Consent") by the undersigned has been duly authorized and is binding on the Lender and its successors and assigns with respect to the Loan(s).
2. The undersigned is in receipt of the Notice that the Record Owner intends to finance or refinance the acquisition, construction, installation, or modification of the Improvements by participating in the Program.
3. The Lender consents to the Record Owner entering in an assessment contract with the City of Chicago containing the terms described in the Notice.
4. The Lender acknowledges that the Loan Documents and the Loan(s) evidenced thereby (i) will be subordinate to the financing under the Program and assessment contract and the lien created thereby and (ii) the City of Chicago or its permitted assignee can foreclose the Property if the assessment is not paid.
5. The Lender agrees that execution, delivery and performance of the assessment contract will not constitute an event of default or cause, directly or indirectly, the exercise of any remedies under any of the Loan Documents.
6. The Lender further acknowledges that the Record Owner, the City of Chicago, Loop-Counterpointe PACE LLC as the Program Administrator of the Program, the Illinois Finance Authority, or capital provider or holder of bonds providing the funds for financing or refinancing under the Program and the assessment contract, and their respective successors and assigns will rely on this Consent in connection with the disposition and administration of the assessment contract between the Record Owner and the City of Chicago.

{Signatures on Following Page}



Lender Name

By: _____

Name:

Title:

Date:

Email:

Phone:

Please return to Inquiry@ChicagoPACE.org.