

NOTE TO CLERK:

This Document may be recorded as a Subordination of Lien and Consent to Special Assessment by Mortgage Holder

Original Deed of Trust Instrument No.: [REDACTED] / Book and Page: [REDACTED]

Certificate of Levy Instrument No.: [REDACTED]

Prepared By:
[REDACTED]

And After Recording Return To:
[REDACTED]

RECORDING REQUESTED BY: ([REDACTED])

WHEN RECORDED MAIL TO:

([REDACTED])

([REDACTED])

([REDACTED])

Attn: ([REDACTED])

Above Space for Recorder's Use

Mortgage Holder Consent To Special Assessment and Subordination of Lien

Date: [REDACTED]

Mortgage	Holder	Address:
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		

Property/Loan Information:

[REDACTED]
[REDACTED]

Loan Number(s): [REDACTED]

Property Owner:

[REDACTED]
OWNER NAME

This Mortgage Holder Consent to a Special Assessment and Subordination of Lien (this “Consent”) is given by the undersigned entity (the “Mortgage Holder”) with respect to the Loan defined below which is secured by the real property located in Arlington, VA, more specifically described in *Exhibit A* hereto (the “Property”), together with all improvements located thereon and certain personal property located on the Property as the same is more specifically described in the Deed of Trust defined below (collectively, the “Collateral”).

RECITALS:

A. Mortgage Holder made a loan evidenced by a promissory note (the “Note”) dated [REDACTED], 20__ in the original principal amount of \$ [REDACTED] (the “Loan”) to (Property Owner Name, a [Virginia] Limited Liability Company (LLC) which Loan is secured, in part, by a Deed of Trust (the “Deed of Trust”), of even date with the Note given by Property Owner for the benefit of Mortgage Holder, and recorded Month [REDACTED], 20__, at [REDACTED], in the land records (the “Records”) for the County (together with any other document executed by Property Owner in favor of Mortgage Holder and securing the Loan, the “Loan Documents,” which term includes any and all extensions, consolidations, amendments, modifications and supplements to such documents).

B. Mortgage Holder is in receipt of written notice (the “Notice”) from the Property Owner that Property Owner intends to finance installation on the Property certain energy efficiency and/or renewable energy improvements that will be permanently fixed to the Property (the “Improvements”) by participating in the Arlington Commercial Property Assessed Clean Energy financing program (the “Program”), in accordance with the Commonwealth of Virginia’s Clean Energy Financing Law (§ 15.2-958.3 of the Code of Virginia of 1950, as amended) and the Arlington County Clean Energy Financing Ordinance (Arlington County Code §68 et seq.) .

C. The Property Owner, upon receipt of written notice of Mortgage Holder Consent , intends to select a capital provider approved for participation in connection with the Program (the “Qualified Capital Provider”), to fund amounts approved for the funding of the Improvements (“the Loan”) under the terms of a Financing Agreement (the “Financing Agreement”) executed by the Property Owner and the Qualified Capital Provider to be recorded by the county against the Property.

D. Mortgage Holder understands that, as a result of the Financing Agreement, a resulting special assessment lien (the “Special Assessment”) described in the Financing Agreement and identified in the Notice, will be levied on the Property, and that the Special Assessment will be collected in installments for repayment to the Qualified Capital Provider which has provided the Loan in the same manner as and subject to the same penalties, remedies, and lien priorities as real property taxes.

MORTGAGE HOLDER CONSENT:

NOW, THEREFORE, IN REFERENCE TO THE ABOVE RECITALS (WHICH ARE INCORPORATED AS A MATERIAL PORTION OF THE AGREEMENTS HEREIN) AND FOR VALUABLE CONSIDERATION INCLUDING THE PROMISES AND COVENANTS CONTAINED HEREIN, THE UNDERSIGNED MORTGAGE HOLDER HEREBY CONFIRMS AND AGREES AS FOLLOWS:

1. Notwithstanding anything to the contrary contained in any of the Mortgage Holder Loan Documents, and subject to all of the terms, covenants, and conditions set forth herein, Mortgage Holder hereby consents to the Loan and to Property Owner's recording the Financing Agreement against the Property and to the placement of the Special Assessment against the Property. The Special Assessment and the Property Owner entering into the Financing Agreement shall not constitute a default under the Loan Documents.
2. The Mortgage Holder acknowledges that the Property Owner is current on all payments due and owing under the Loan Documents.
3. The Loan Documents and the lien created by the Deed of Trust shall be and the same are hereby made and shall continue to be subordinated to the lien created by the Special Assessment and the obligations created by the Financing Agreement and the terms, covenants and conditions contained therein.
4. This Consent shall not prohibit Mortgage Holder from pursuing any and all rights and remedies available at law or in equity to collect from Property Owner all amounts due to it under the Mortgage Loan Documents; on the condition, however, that such enforcement shall be subject to the Special Assessment until the Special Assessment and all obligations under the Financing Agreement are paid in full through the collection thereof together with real property taxes due in connection with the ownership of the Property. Accordingly, Mortgage Holder shall have the right under the Program to cure any nonpayment by Property Owner of real property taxes and assessments (including the Special Assessment) to the same extent as Mortgage Holder has a right to cure nonpayment of real property taxes before any lien therefor is foreclosed.
5. The Mortgage Holder hereby acknowledges that Property Owner, the Qualified Capital Provider, and the County will rely on this Consent in accepting the Property into the Program. Mortgage Holder hereby represents that it is authorized to execute and deliver this Consent and abide by the terms and conditions set forth herein. This Consent shall be recorded in the County Records.

Dated this [REDACTED] day of [REDACTED], 20__.

EXHIBIT A
PROPERTY LEGAL DESCRIPTION