

Little Traverse Bay Bands of Odawa Indians (LTBB)
Department of Commerce (DOC)

7500 Odawa Circle
Harbor Springs, MI 49740

Phone: (231) 242-1584
Email: DOC@ltbbodawa-nsn.gov

Letter of Lender Consent for LTBB's Energy Improvement Program (EIP)

Name of Third-Party Financer; referred to as "third-party financer": _____

Contact Person for Third-Party Financer, Phone #, and Email: _____

Name of Applicant(s); referred to as "applicant(s)": _____

Contact Person for Applicant(s), Phone #, and Email: _____

Address of Property: _____

Specific Building(s) to be part of the EIP; referred to as "building": _____

The "third-party financer" and "applicant(s)" acknowledge that the "building" meets the criteria for eligible property, as stated: In order for a property to be eligible for the Energy Improvement Program it must be "Commercial Property" that is wholly owned by the Tribe, majority owned by the Tribe at least fifty-one (51) percent, or held in trust by the Secretary of Interior. The land itself is not part of the Energy Improvement Program; it is the *building only* on the land that may be assessed. "Building" means the structures and other improvements of every kind located, attached or erected on the Land, including, without limitation, (i) all Fixtures, (ii) all attachments, foundations, sidewalks, drives, parking areas, driveways, fences and walls and (iii) all materials located on the Land intended for the construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, Fixtures, structures and improvements.

The "third-party financer" acknowledges the following:

1. The mortgage or lien holder consents to the eligible property participating in the Energy Improvement Program ("EIP") financing transaction through the LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS ("LTBB") DEPARTMENT OF COMMERCE ("DOC")
2. The mortgage or lien holder will be a subordinate lien holder
3. The mortgage or lien holder consents to the levying of an assessment on the "building"

The "third-party financer" and "applicant(s)" acknowledge that in the case of a default, the Tribe can exercise it's options to 1) assume payments as stated in the Special Assessment Agreement, 2) pay the Special Assessment in full, or 3) let the default occur.

The "third-party financer" and "applicant(s)" acknowledge that the definition of "owner" means "the EIP applicant(s) that owns the building(s) attached to the eligible property", and that if the building is sold, funds will be distributed in accordance with the Statute and Regulations as follows:

1. Department expenses for securing deeds and taking proceedings for the default, sale or foreclosure.
2. Private third-party that financed the new energy improvements.
3. Holders of a loan balance secured by a mortgage or deed of trust with a first or second lien on eligible property.
4. The EIP applicant(s) that owns the building(s) attached to the eligible property (building owner).

The "third-party financer" and "applicant(s)" acknowledge that the EIP falls under the Little Traverse Bay Bands of Odawa Indians Law and is administered through LTBB's Department of Commerce (DOC). Any discrepancies or concerns shall be brought to the DOC Director. Disputes will be handled in Tribal Court unless there is an agreement that determines otherwise.

Signature & Title of Third-Party Financer

Date

Signature & Title of Applicant

Date