

Prepared By: Return to: Parcel #: 	For Recorder's Use Only
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**STATEMENT OF LEVY AND LIEN OF ASSESSMENT AGREEMENT
COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (“C-PACE”)**

THIS STATEMENT OF LEVY AND LIEN OF ASSESSMENT AGREEMENT (“the Agreement”) is dated this [] day of [], 2020 (the “Effective Date”) by and between Montgomery County, Pennsylvania (the “County”), the Montgomery County Redevelopment Authority (the “Authority”), [PROPERTY OWNER] (the “Property Owner”) and [CAPITAL PROVIDER] (the “Capital Provider”).

RECITALS

WHEREAS, C-PACE is a program to facilitate loan financing for clean energy or water conservation improvements to commercial properties utilizing an assessment mechanism to provide security for repayment of the loan.

WHEREAS, 12 Pa.C.S.A. §4301 et.al., authorizes the establishment of a property assessed clean energy program to ensure that owners of agricultural, commercial and industrial properties can obtain low-cost, long-term financing for energy efficiency, water conservation and renewable energy projects.

WHEREAS, the County, pursuant to 12 Pa. C.S.A. §4303, has established the Montgomery County C-PACE Program (“the Program”) via Resolution 19-C.404 approved by the Montgomery County Board of Commissioners on December 12, 2020 attached hereto and incorporated herein as Exhibit A.

WHEREAS, the County entered into a Cooperation Agreement with the Authority to administer the Program. The County authorized the Authority to contract with a third-party to serve as the administrator of the Program. The Sustainable Energy Fund (“SEF”) serves as the third-party administrator of the Program (the “Program Administrator”).

WHEREAS, Property Owner owns real property located at [ENTER ADDRESS], Montgomery County, Pennsylvania, described in **Exhibit B**, attached hereto and incorporated herein (the “Property”).

WHEREAS, in accordance with the requirements of the Program, Property Owner proposes to renovate or retrofit the Property to increase energy efficiency, water conservation, or to install a renewable energy system to service the Property (the “Project”).

WHEREAS, Property Owner has applied for and has been approved by Capital Provider for financing for the Project, memorialized in the Memorandum Summary of the C-PACE Financing Agreement. and attached as **Exhibit C** (the “Memorandum”).

WHEREAS, the Capital Provider and Property Owner desire the County to collect and receive for the benefit of Capital Provider the sums payable under the C-PACE Financing Agreement, by levying a voluntary special assessment against the Property (the “Assessment”) and remitting the sums collected and any applicable fees and interest due pursuant to the C-PACE Financing Agreement, to the Program Administrator, or its authorized assignee.

NOW, THEREFORE, the County, Authority, Property Owner, and Capital Provider (collectively referred to as the “Parties”) do hereby agree as follows:

Section 1. Construction. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the singular the plural and the part the whole and “or” has the inclusive meaning represented by the phrase “and/or”. References in this Agreement to Montgomery County and County shall be interchangeable. The words “hereof”, “herein”, “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not any particular provision of this Agreement. The section and other headings contained in this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation hereof in any respect. Section and subsection references are to this Agreement unless otherwise specified.

Section 2. Levy of Assessment. As of the effective tax year [YEAR] upon receipt of the Notice To Montgomery County To Commence Collection Of Assessment For C-Pace Program (The “Notice”), **Exhibit E**, and during the Term, the Assessment, which runs with the land with respect to the Property, will be added to the Property’s Tax Bill on account #[ENTER PROPERTY TAX ID] by the County. Property Owner agrees that the Assessment will be included on the Property’s Tax Bill and agrees to pay the Assessment and the County’s and Program Administrator’s administrative costs through the Assessment which is due and payable on the same date as the Property’s Tax Bill.

The amount of the Assessment, as determined by the Capital Provider, are as follows: an installment payment plan is in effect and is based on the principal amount financed \$ [AMOUNT], with interest thereon at a fixed rate equal to [INTEREST RATE]% per annum, plus (a) any capitalized interest, (b) any additional fees and expenses agreed upon in the C-PACE Financing Agreement and (c) fees and costs of the Program Administrator, County, and/or Authority as set forth in its Pennsylvania C-PACE Program Guidelines, with installments of principal and interest due and payable pursuant to the C-PACE Special Assessment Payment Schedule attached hereto as **Exhibit D**. Notwithstanding the foregoing, the amount financed may include additional costs and fees which will be paid to the Authority at the time of closing which amounts are separate and

apart from the Assessment. The Capital Provider and the Program Administrator have disclosed to the Property Owner the costs and risks associated with participating in the C-PACE Program, including risks related to the failure of the Property Owner to pay the Assessment provided for in this Agreement and such other documents and agreements governing Property Owner's participation in the Program. As evidenced in **Exhibit D**, the Term will be [YEARS] years. Program Administrator, its successors, or its permitted assignees must submit a request for collection of each Assessment amount to the County no later than 60 days prior to the County tax billing day of each year. Program Administrator, on a yearly basis, shall provide the County with a reminder on this and other Assessments by January 1st of each year. In the event the Program Administrator ceases to act as the Program Administrator and there is no successor, then the Capital Provider may submit the request for collection of the Assessment amount to the County, through the County Treasurer's Office, prior to January 1st of each year.

Section 3. Assessment Billing, Collection and Disbursement to Capital Provider.

The County agrees to collect the Assessment and payment will be enforced in the same manner that a property tax lien against real property is enforced in the local unit of government. Assessment payments received by the County shall be remitted to Program Administrator no later than 30 days after the end of the month in which the County receives said payments. The Program Administrator shall remit payment to the Capital Provider within 10 business days (Monday-Friday). In the event Program Administrator ceases to act as the Program Administrator and there is no successor Program Administrator then serving, the County hereby agrees to forward the payments to the Capital Provider within 30 days after the end of the month in which the payments are received by the County. The Capital Provider shall have a contractual lien on any Assessment payments made by the Property Owner, regardless of whether such Assessment payments may be in the possession of the County, the Program Administrator, or their designees, and may, consistent with this Agreement, assign such lien to a third-party.

Section 4. Collections. The Parties hereby acknowledge that the Assessment and any accrued interest and/or penalties constitute a first lien on the Property that has priority over prior or subsequent liens in favor of private parties, and that the Assessment will continue as a lien on the Property from the date it becomes payable until the unpaid Assessment, all interest and penalties on the Assessment are paid in full, regardless of a change in ownership of the Property, whether voluntary or involuntary.

Section 5. Delinquencies.

5.1 Notice. In the event Property Owner fails to make an Assessment payment when due, the County, pursuant to the Agreement, shall provide written notice to Program Administrator, its successors, of such delinquency within thirty (30) days. In the event Program Administrator ceases to act as the Program Administrator and there is no successor, the County hereby agrees to provide written notice to Capital Provider of any delinquency within thirty (30) days.

5.2 Enforcement. The Parties hereby acknowledge and agree that an overdue Assessment will be enforced in the same manner that a property tax lien against a real property is enforced. The delinquent Assessment shall incur interest and penalties in the same manner as delinquent property taxes. The County may recover costs and expenses, including attorney fees and costs, in a suit to collect a delinquent Assessment in the same manner as in a suit to collect a delinquent property tax. Funds collected by the County for the payment of the overdue Assessment, including any penalties and interest, shall be paid to Program Administrator, its successors, or its permitted

assignees no later than thirty (30) days after the end of the month in which the amounts are received. In the event there is no Program Administrator serving, the County hereby agrees to remit all funds it collects for the payment of the overdue Assessment, including the penalties and interest due to the Capital Provider as outlined in the C-PACE Financing Agreement, to Capital Provider no later than thirty (30) days after the end of the month in which the County receives said funds.

5.3 Interest and Penalties. Interest assessed and collected on delinquencies shall be forwarded to the Capital Provider through the Program Administrator within thirty (30) days after delinquent interest payment is received.

5.4 Continuation of Future Assessments. The portion of the annual assessment determined by the assessment term stipulated in C-PACE Special Assessment Payment Schedule (**Exhibit D**) that has not yet become due is not eliminated by foreclosure of a property tax lien.

5.5 Acceleration. The assessment cannot be accelerated nor extinguished until fully repaid.

Section 6. Amendment of Assessment. In the event that the Property Owner wishes to prepay the assessment in part, the Property Owner must submit a request for partial prepayment no later than thirty days prior to the Cutoff Date, as defined below. Within seven days of receipt of a prepayment request, the Capital Provider shall provide a payoff statement to the Property Owner and the Program Administrator, showing the effective date of the prepayment (the “Payoff Date”), the amount of the prepayment, including principal, accrued but unpaid interest, and any prepayment premium, and shall contain an amendment to the Special Assessment Payment Schedule (an “Amendment”). Receipt of any prepayment funds by the County, the Program Administrator, or the Capital Provider shall constitute evidence of Property Owner’s consent to the Amendment. The prepayment funds must be received by the Payoff Date, which shall be no later than December 16th of the prior year in which the next payment is due (the “Cutoff Date”). Program Administrator shall forward any Amendment of the Special Assessment Payment Schedule that it receives from Capital Provider to the County. Upon receipt of an Amendment, the County shall amend the Assessment to reflect the adjustment and file the Amendment of the Special Assessment Payment Schedule on the property records of the Property. In the event there is no Program Administrator serving the county, the Capital Provider may submit an Amendment directly to the County, through the Office of the Treasurer, no later than January 1st of the year in which the next payment is due and the County shall amend the Assessment to reflect the adjustment and file the Amendment of on the property records of the Property.

Section 7. Memorandum. The Memorandum of the Financing Agreement **Exhibit C** (the “Memorandum”) includes (a) the legal description of the property; (b) the name of each property owner; (c) the total amount of the of the qualified project and a complete description of the qualified project; (d) the assessment (annual payment) needed to satisfy the financing; (e) a reference to the statutory assessment lien; (f) the financing rate; (g) the total amount of financing; (h) any finance charges associated with the financing; (i) method for calculating any late fees.

Section 8. Change in Property Ownership. Upon change in ownership of the Property that occurs after the date of recordation of the Agreement, all Assessment obligations as set forth herein are the responsibility of the new property owner. To the extent that Assessment

obligations became due and payable prior to the change in ownership, such Assessment obligations may be apportioned by the buyer and seller in the same way as real property taxes, or in any other manner not inconsistent with federal, state, or local law. The Assessment runs with the land and the original property owner is released from all Assessments at time of sale, which shall become the responsibility of the new property owner.

Section 9. Assignment. The County may not assign or transfer its rights or obligations under this Agreement without prior written consent of Property Owner and Capital Provider. Notwithstanding the foregoing, the parties hereby acknowledge and agree that the Authority may act as agent for the County in the review of proposed Projects for financing and may coordinate with the Program Administrator in relation to the same on behalf of the County. Nothing herein shall however be construed as imposing upon the Authority the obligation to collect or enforce any Assessment obligations, which Assessment obligations shall remain the responsibility of the County and Program Administrator. Capital Provider may not assign any or all its rights arising under this Agreement without providing 45 days' notice to the County, Authority and Program Administrator. The County has 30 days from receipt of Capital Provider's notice to provide written objection to the transfer but the assignment shall not be unreasonably withheld, conditional or delayed. The Capital Provider may provide a response within the 45-day window to any objection. Assignment may be included in the Financing Agreement with the Property Owner. The Capital Provider shall provide the Property Owner with 45 days' notice of assignment. The Property Owner has 30 days to provide written objection to the transfer but the assignment shall not be unreasonably withheld, conditional or delayed. The Capital Provider may provide a response within the 45-day window to any objection. Notwithstanding anything to the contrary contained in this Agreement, Capital Provider and its permitted assignees (as set forth in this Section 9) shall have the right to assign its rights under this Agreement and the other Financing Documents (as defined in the C-PACE Financing Agreement) without prior notice to or consent from the County or Property Owner (i) solely in connection with any transfers or restructurings with Capital Provider's affiliates; provided, that Capital Provider provides notice of any such transfer to the County and Property Owner within thirty (30) days after the effective date of such transfer, and (ii) as collateral security to agents, arrangers, lenders and other persons or entities that have committed to provide or arrange or have otherwise entered into agreements to provide debt financing to Capital Provider or its affiliates. The County, Authority, Property Owner and Capital Provider hereby agree that this Agreement shall inure to the benefit of, and shall be binding upon the County, Authority, Property Owner and Capital Provider and their successors and permitted assignees. Any assignment by the Capital Provider shall be documented in the form provided as **Exhibit F** to this Agreement, and recorded in the same manner as this Agreement.

Section 10. Release. Property Owner and Capital Provider (the "Releasing Parties") do hereby fully and completely remise, exonerate, release and forever discharge the County, the Authority, its commissioners, officers, employees, agents, solicitors and advisors (the "Released Parties") of and from any and all matters, things, events, claims, demands, all actions, causes of action, claims, suits, controversies, trespass, damages, judgments, verdicts, interest, penalties and demands in any form whatsoever, at law or in equity, arising from or by reason of any and all known or unknown, foreseen or unforeseen, suspected or unsuspected, matured or unmatured, Releasing Parties at any time had or have against the Released Parties including, without limitation any matters arising from, in respect of, or in connection, and agree to indemnify and hold harmless the Released Parties from and against any claims that arise in connection with the Agreement, Pennsylvania C-PACE Program Guidelines, the C-PACE process and approval, the Project, the C-

PACE Financing Agreement, the Cooperation Agreement, the Assessment, the Assessment amount, the Assessment Levy, or an Amendment of Assessment. Notwithstanding the foregoing, the Releasing Parties shall not have an obligation to indemnify and hold harmless the Released Parties from and against any claims that arise from the gross negligence or willful misconduct of the Released Parties.

Notwithstanding the foregoing, the Program Administrator and the County agree that the billing, lien, collecting, and/or remitting amounts in accordance with this Agreement are ministerial acts, and the Capital Provider may bring an action in mandamus, a claim for specific performance, or any similar action or remedy (except an action seeking monetary damages from the Program Administrator or the County) against any necessary party to ensure the necessary billing, lien, collecting, and remittance of any amounts due under this Agreement.

Section 11. Counterparts.

This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

Section 12. Representations and Warranties.

12.01 Qualification. Property Owner is a duly organized [COMPANY TYPE] authorized to conduct business and is in good standing in the Commonwealth of Pennsylvania. Capital Provider is a duly organized [COMPANY TYPE] to conduct business and is in good standing in the Commonwealth of Pennsylvania.

12.02 Authority and Authorization. Property Owner and Capital Provider have the power and authority to execute and deliver this Agreement, to make the transaction provided for herein, to execute and deliver this Agreement in evidence of such indebtedness, to which Property Owner and Capital Provider are a party and to perform their respective obligations hereunder and all such action has been duly and validly authorized by all necessary action on their respective part.

Section 13. Miscellaneous.

13.01. Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

13.02 Notices. All communication (“notices”) under the provisions of this Agreement shall be in writing unless otherwise expressly permitted hereunder and shall be sent by first class, or first class express mail, overnight express carrier or by telex with confirmation in writing mailed first class, with postage or charges prepaid, any such properly given notice shall be effective when received. All notices shall be sent to the applicable party at the address set forth in the Memorandum, **Exhibit C**, or in accordance with the last unrevoked written direction from party to the other party hereto.

13.03 Amendments and Waivers. The provisions of this Agreement may from time to time be waived in writing by the County at its sole discretion. All amendments hereto must be in writing, executed by all parties hereto.

13.04 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. The venue of any action brought under this Agreement and jurisdiction with respect to this Agreement and the parties hereto shall be in the Court of Common Pleas of Montgomery County, Pennsylvania. Property Owner and Capital Provider hereby consents and submits to the exclusive jurisdiction of the Court of Common Pleas of [COUNTY] County, Pennsylvania with respect to any claim, matter or dispute with respect to this Agreement.

13.05 Special Revenues. The County and the Program Administrator each agrees that any Assessment payments made by the Property Owner, whether received by the County, by the Program Administrator, or by any agent of the Program Administrator or County, constitute “special revenues” as that term is defined in 11 U.S.C. § 902(2), and agrees, to the greatest extent possible, are exempt from any automatic stay of bankruptcy, and that, furthermore, shall be paid in a manner consistent with this Agreement, notwithstanding the bankruptcy of any party. The foregoing shall not include any fees paid to the Authority at the time of closing.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF the County has executed this Agreement on the Effective Date by its duly authorized representative:

[COUNTY] COUNTY, PENNSYLVANIA

By: _____
Name: _____
Title: _____

STATE OF PENNSYLVANIA,

COUNTY OF _____, to wit:

I hereby certify that on this _____ day of _____, _____, before me, the subscriber, a Notary Public of the State of Pennsylvania, personally appeared _____, the _____ of _____ County, who acknowledged himself/herself to be, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of.

As Witness: my hand and notarial seal.

My commission expires:

Notary Public

[COUNTY] County Signature Page to Statement of Levy and Lien of Assessment Agreement]

IN WITNESS WHEREOF the Authority has executed this Agreement on the Effective Date by its duly authorized representative:

AUTHORIZED REPRESENTATIVE

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____, to wit:

I hereby certify that on this _____ day of _____, _____, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, the Chair of the Montgomery County Redevelopment Authority, who acknowledged himself to be, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of.

As Witness: my hand and notarial seal.

My commission expires:

Notary Public

[AUTHORITY] Authority Signature Page to Statement of Levy and Lien of Assessment Agreement]

IN WITNESS WHEREOF the Property Owner has executed this Agreement on the Effective Date by its duly authorized representative:

[PROPERTY OWNER]
AUTHORIZED REPRESENTATIVE

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____, to wit:

I hereby certify that on this _____ day of _____, _____, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____ the _____ of _____, who acknowledged himself/herself to be, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of.

As Witness: my hand and notarial seal.

My commission expires:

Notary Public

[Property Owner Signature Page to Statement of Levy and Lien of Assessment Agreement]

IN WITNESS WHEREOF the Capital Provider has executed this Agreement on the Effective Date by its duly authorized representative:

[CAPITAL PROVIDER]
AUTHORIZED REPRESENTATIVE

By: _____
Name: _____
Title: _____

STATE OF _____,
COUNTY OF _____, to wit:

I hereby certify that on this _____ day of _____, _____, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____ the _____ of _____, who acknowledged himself/herself to be, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of.

As Witness: my hand and notarial seal.

My commission expires:

Notary Public

[Capital Provider Signature Page to Statement of Levy and Lien of Assessment Agreement]

**EXHIBIT A
RESOLUTION**

EXHIBIT B
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT C
MEMORANDUM of C-PACE FINANCING AGREEMENT

Capitalized terms used herein without definition shall have the meanings assigned to them in the Statement of Levy and Lien of Assessment Agreement (the "Agreement") regarding the financing agreement between _____, the property owner, and _____, the capital provider/ lender; dated and executed on _____

1. 12 Pa.C.S.A. §4301 et.al., authorizes the establishment of a property assessed clean energy program to ensure that owners of agricultural, commercial and industrial properties can obtain low-cost, long-term financing for energy efficiency, water conservation and renewable energy projects.
2. _____ County, pursuant to 12 Pa. C.S.A. §4303, has established the [COUNTY NAME] County C-PACE Program ("the Program") via Resolution/Ordinance _____ and incorporated herein.
3. The property referenced herein is located at [ENTER ADDRESS], [COUNTY] County, Pennsylvania (the "Property").
4. The Property Owner has requested that it be allowed to participate in the Program, and the Program Administrator has determined (a) that the Property Owner and the Project qualify for participation in the Program, and (b) the capital provider will advance funds to the Property Owner for the Project.
5. The Property Owner's obligation to repay funds advanced to it under the Program will be paid through a voluntary special assessment imposed on the Property pursuant to the C-PACE Act 30 of 2018, the County, pursuant to 12 Pa. C.S.A. §4303, has established the [COUNTY NAME] County C-PACE Program ("the Program") via Resolution/Ordinance _____ Dated _____.
6. The regulations of the C-PACE Statute and the [COUNTY NAME] County C-PACE Program ("the Program") establish that the C-PACE Assessment state that upon a change in ownership of the Property that occurs after the date of recordation of the Agreement, all Assessment obligations as set forth herein are the responsibility of the new property owner. To the extent that Assessment obligations became due and payable prior to the change in ownership, such Assessment obligations may be apportioned by the buyer and seller in the same way as real property taxes, or in any other manner not inconsistent with federal, state, or local law. The Assessment runs with the land and the original property owner is released from all Assessments at time of sale, which shall become the responsibility of the new property owner.

This Memorandum summarizes key aspects of the full Financing Agreement between the below listed parties.

County: _____

Attn: _____

Telephone: _____
Email: _____

Capital Provider: _____
Attn: _____

Telephone: _____
Email: _____

Property Owner(s): _____
Attn: _____

Telephone: _____
Email: _____

Property Owner(s): _____
Attn: _____

Telephone: _____
Email: _____

Property Owner(s): _____
Attn: _____

Telephone: _____
Email: _____

Program Administrator: _____
Attn: _____

Telephone: _____

Email: _____

Summary of C-PACE Assessment

Property Tax ID:

Total Amount Financed:

Assessment Commencement Date:

Number of Annual Payments:

Interest Rate:

Annual Payment Amount:

Final Assessment Date:

Financing Charges (if any):

Complete description of the qualified project

[insert project description]

During the Term, the Assessment, which runs with the land with respect to the Property, will be added to the Property's Tax Bill on account # [ENTER PROPERTY TAX ID] by the County. Property Owner agrees that the Assessment will be included on the Property's Tax Bill and agrees to pay the Assessment, which includes administrative costs, through the Assessment which is due and payable on the same date as the Property's Tax Bill.

Change in Property Ownership.

Upon change in ownership of the Property that occurs after the date of recordation of the Agreement, all Assessment obligations as set forth herein are the responsibility of the new property owner. To the extent that Assessment obligations became due and payable prior to the change in ownership, such Assessment obligations may be apportioned by the buyer and seller in the same way as real property taxes, or in any other manner not inconsistent with federal, state, or local law. The Assessment runs with the land and the original property owner is released from all Assessments at time of sale, which shall become the responsibility of the new property owner.

Assignment

The County may not assign or transfer its rights or obligations under this Agreement without prior written consent of Property Owner and Capital Provider. Capital Provider may not assign any or all its rights arising under this Agreement without providing 45 days notice to the County and Program Administrator. Upon receipt of notice from the Capital Provider of an assignment, the County shall have 30 days to provide written objection to the transfer which objection shall not be unreasonably made. Failure by the County to provide its written

objection to the transfer within such 30 day window shall be deemed an automatic acceptance. The Capital Provider may provide a response within the 45 day window to any objection. Assignment may be included in the Financing Agreement with the Property Owner. The Capital Provider shall provide the owner with 45 days notice of assignment. Upon receipt of notice from the Capital Provider of an assignment, the Property Owner shall have 30 days to provide written objection to the transfer which objection shall not be unreasonably made. The Capital Provider may provide a response within the 45 day window to any objection. Notwithstanding anything to the contrary contained in this Agreement, Capital Provider and its permitted assignees (as set forth in Section 9 of this Agreement) shall have the right to assign its rights under this Agreement and the other Financing Documents (as defined in the Financing Agreement) without prior notice to or consent from the County or Property Owner (i) solely in connection with any transfers or restructurings with Capital Provider's affiliates; provided, that Capital Provider provides notice of any such transfer to the County and Property Owner within thirty (30) days after the effective date of such transfer, and (ii) as collateral security to agents, arrangers, lenders and other persons or entities that have committed to provide or arrange or have otherwise entered into agreements to provide debt financing to Capital Provider or its affiliates. Any assignment by the Capital Provider shall be in the form attached to this Agreement, and a copy of such assignment shall be recorded in the same manner as this Agreement. The County, Property Owner and Capital Provider hereby agree that this Agreement shall inure to the benefit of, and shall be binding upon the County, Property Owner and Capital Provider and their successors and permitted assignees.

**EXHIBIT D
C-PACE SPECIAL ASSESSMENT PAYMENT SCHEDULE**

Period	Due Date	Payment	Interest	Principal	Principal Remaining	Administrator Fee	Total Payment Due
1	9/30/20	\$	\$	\$	\$	\$	\$
2	9/30/20	\$	\$	\$	\$	\$	\$
3	9/30/20	\$	\$	\$	\$	\$	\$
4	9/30/20	\$	\$	\$	\$	\$	\$
5	9/30/20	\$	\$	\$	\$	\$	\$
6	9/30/20	\$	\$	\$	\$	\$	\$
7	9/30/20	\$	\$	\$	\$	\$	\$
8	9/30/20	\$	\$	\$	\$	\$	\$
9	9/30/20	\$	\$	\$	\$	\$	\$
10	9/30/20	\$	\$	\$	\$	\$	\$
11	9/30/20	\$	\$	\$	\$	\$	\$
12	9/30/20	\$	\$	\$	\$	\$	\$
13	9/30/20	\$	\$	\$	\$	\$	\$
14	9/30/20	\$	\$	\$	\$	\$	\$
15	9/30/20	\$	\$	\$	\$	\$	\$
16	9/30/20	\$	\$	\$	\$	\$	\$
17	9/30/20	\$	\$	\$	\$	\$	\$
18	9/30/20	\$	\$	\$	\$	\$	\$
19	9/30/20	\$	\$	\$	\$	\$	\$
20	9/30/20	\$	\$	\$	\$	\$	\$

EXHIBIT E
NOTICE TO [COUNTY] COUNTY TO COMMENCE
COLLECTION OF ASSESSMENT FOR C-PACE PROGRAM (the “Notice”)

_____ (Program Administrator provides this NOTICE to [COUNTY] COUNTY TO COMMENCE COLLECTION OF ASSESSMENT FOR THE C-PACE Program, in accordance with the COOPERATION AGREEMENT between [COUNTY] County, the Authority and _____ (Program Administrator) dated [DATE] in which the county selected _____ as the Program Administrator and acknowledged _____ as the agent for administration of the C-PACE Program in the county.

Program Administrator provides this NOTICE TO [COUNTY] COUNTY TO COMMENCE COLLECTION OF ASSESSMENTS FOR C-PACE PROGRAM, in accordance with the Commercial Property Assessed Clean Energy Financing Statement of Levy and Lien of Assessment Agreement (“Agreement”) between [COUNTY] County and the [CAPITAL PROVIDER] and [PROPERTY OWNER] dated [DATE].

Pursuant to Article 2 of the Program Administrator Cooperation Agreement, Program Administrator is hereby notifying [COUNTY] County (the “County”) that (a) Program Administrator has approved the C-PACE program application for a project located at _____, [PARCEL ID] (the “Property”); and (b) the C-PACE Financing Agreement attached hereto as **Exhibit A** (the “C-PACE Financing Agreement”) has been executed. Pursuant to the Agreement between the [COUNTY], [PROPERTY OWNER], and [CAPITAL PROVIDER], the County hereby acknowledges and confirms that the Assessment (as defined in the Agreement) will be added to the Tax Bill of the Property prior to [DATE], [YEAR] to secure repayment of the C-PACE Financing Agreement. The Assessment shall be assessed in accordance with the Special Assessment Payment Schedule, which is attached to the Agreement as **Exhibit B**.

Pursuant to the Article 3 of the Agreement, if Program Administrator forwards an Amendment of Assessment and Payment Schedule to the County on or before [DATE] of any tax year, the County will amend the Assessment to reflect the adjustment and file the Amendment of Assessment and Payment Schedule in the Land Records for [COUNTY] County, Pennsylvania.

[Remainder of page intentionally left blank, signature page follows.]

SUSTAINABLE ENERGY FUND

By: _____

Name: _____

Title: _____

RECEIVED AND ACKNOWLEDGED BY:

[COUNTY] COUNTY, PENNSYLVANIA

By: _____

Name: _____

Title: _____

EXHIBIT F

Form of Assignment Agreement

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“**Assignment**”), dated effective as of _____, 20__ (the “**Effective Date**”), is made by _____ (“**Assignor**”) to _____ (“**Assignee**”). Assignor and Assignee are referred to at times, each individually as a “**Party**,” and collectively as the “**Parties**.”

Agreement

1. For good and valuable consideration and the payment of Ten Dollars and No Cents (\$10.00), the receipt and sufficiency of which is hereby acknowledged, confessed, stipulated and agreed upon by Assignor, Assignor ASSIGNS, BARGAINS, GIVES, SETS OVER, CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor’s rights, title, interest, obligations, and duties under the Statement of Levy and Lien of Assessment Agreement (the “**SOL**”), dated as of [DATE], entered into by Assignor, [BORROWER], the Redevelopment Authority of Montgomery County (the “Authority”), and the County of Montgomery (the “**County**”), together with all of Assignor’s rights to receive payments from [BORROWER] and the County (or its designee), payable in accordance with the SOL arising on or after the date of this Assignment (the “**Transferred Interest**”).

2. Assignor warrants that: (i) it is authorized to execute this document; (ii) it is conveying good, indefeasible title to the Transferred Interest; (iii) the Transferred Interest is free and clear of all liens and encumbrances, and no party has any rights in or to acquire, or hold as security, or otherwise, the Transferred Interest; and (iv) it has provided the County, Authority and/or Program Administrator with a notice of this Assignment, a copy of which is attached hereto as **Exhibit A**.

3. Assignor hereby agrees to make, execute and deliver to Assignee any and all further instruments of conveyance, assignment or transfer, and any and all other instruments, as may be necessary or proper to carry out the purpose and intent of this Assignment and/or to fully vest Assignee in all rights, titles, interests obligations, and duties of Assignor in and to the Transferred Interest, which instruments shall be delivered to Assignee as soon as possible without any condition or delay on the part of Assignor.

4. Assignee hereby accepts all of Assignor’s rights, title, interest, obligations, and duties under the SOL, and agrees to be bound by its terms. From and after the date of this Assignment, Assignee shall be a party to the SOL and shall have the rights and obligations of the Assignor specified thereunder, and Assignee shall be deemed to be the “Capital Provider” for all purposes of the SOL.

5. All notices, certificates or communications provided pursuant to the SOL to Assignee shall be delivered as provided in the SOL to:

Assignee: _____

With a copy to: _____

6. This Assignment shall inure to the benefit of and be binding upon the successors and assigns of Assignor and Assignee.

7. This Assignment shall be construed under and enforced in accordance with the laws of the State of Pennsylvania. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee hereby agree to be bound by the terms of this Assignment and each has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

By: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

This Assignment & Assumption Agreement was acknowledged and signed before me on this ____ day of _____, 201_ by _____, _____ of _____.

Notary Public
My Commission Expires: _____

ASSIGNEE:

By: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

This Assignment & Assumption Agreement was acknowledged and signed before me on this ____ day of _____, 201_ by _____, _____ of _____.

Notary Public
My Commission Expires: _____