# C-PACE ASSESSMENT AGREEMENT

**THIS C-PACE ASSESSMENT AGREEMENT** (the “**Agreement**”) is made

as of {INSERT DATE}, between **{INSERT NAME}**, a organized under the laws of the State of {IF FOREIGN ENTITY ADD: and authorized to do business in the State of Maine}, whose address is {INSERT ADDRESS} [IF INDIVIDUAL(S), MODIFIY ACCORDINGLY] [NOTE: ALL OWNERS OF THE QUALIFYING PROPERTY MUST BE PARTY AND SIGN] ([collectively,] the “**Property Owner**”),

**{CAPITAL PROVIDER NAME AND ADDRESS}** (together with its assigns, nominees and/or designees, the “**Capital Provider**”) and the {**CITY/TOWN OF}** {INSERT NAME OF PARTICIPATING MUNICIPALITY}(the “**Municipality**”), a municipal corporation existing under the laws of the State of Maine. Each of Property Owner, Capital Provider and the Municipality is referred to herein as a “**Party**” and, collectively, as the “**Parties**.”

**RECITALS**

1. Title 35-A M.R.S. §§10201 *et seq*. established “An Act to Allow for the Establishment of Commercial Property Assessed Clean Energy Programs” (the “**C-PACE Act**”) and authorized Efficiency Maine Trust (the “Trust”) and municipalities adopting a Commercial PACE Ordinance (as defined in the C-PACE Act) to establish commercial PACE programs under which commercial property owners may finance Energy Savings Improvements on Qualifying Property (each as defined in the C-PACE Act and the Trust’s administrative rules) by utilizing a municipal assessment and collection mechanism to provide security for repayment of the financing pursuant to the terms of the C-PACE Act. (a “**C-PACE Program**”).
2. The Trust has developed a C-PACE Program and the Municipality has adopted a Commercial PACE Ordinance for the purpose of establishing and participating in a C-PACE Program.
3. Property Owner has applied for participation in the C-PACE Program with respect to that certain property located within the Municipality as more fully described on *Exhibit A* to this Agreement (the “**Property**”) and to obtain C-PACE financing from the Capital Provider for the acquisition and installation of Energy Savings Improvements at the Property (the “**Project**”) in an amount up to that detailed on *Exhibit A* hereof (as the same may be amended in writing by the Parties), which financing will be secured by a C-PACE assessment lien (the “**C-PACE Lien” or “Assessment Lien**”) against the Property pursuant to the terms of the C-PACE Act and the C-PACE Ordinance adopted by the Municipality.
4. Prior to closing on the C-PACE Financing (as defined below), the Trust, or its designated agent, will review the Property Owner’s C-PACE Program application and will make a determination that the proposed Project will, if installed and operated as represented, satisfy the requirements and standards as set forth in the C-PACE Program Guidelines and applicable administrative rules of the Trust, with final approval of the Project by the Trust being a condition precedent to closing of the C-PACE Financing transaction by the Parties.
5. The Capital Provider has determined that the Property Owner and the proposed Project satisfy the minimum underwriting requirements of the C-PACE Act and applicable administrative rules of the Trust and has agreed to provide a loan under the C-PACE Program for the Energy Savings Improvements to be installed at the Property (the “**C-PACE Financing**”).
6. The Municipality has agreed to impose the C-PACE Assessment to facilitate payment of the Property Owner’s C-PACE Financing obligation to the Capital Provider.
7. The Property Owner, being all of the owners of the qualifying Property, wishes to enter this Agreement and affirm the imposition of the C-PACE Assessment and grant of the C-PACE Assessment Lien to secure the C-PACE Financing.
8. The Parties wish to confirm the process for assessment, payment, and collection of the C-PACE Financing amounts.

**NOW, THEREFORE**, in consideration of the foregoing and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**ARTICLE I** - **AUTHORIZATION OF C-PACE ASSESSMENT AND LIEN**

**Section 1.01. C-PACE Financing of Energy Savings Improvements**. The Capital Provider has determined that the Property Owner and proposed Project satisfy the minimum underwriting requirements of the C-PACE Program and has agreed to provide the C-PACE Financing to the Property Owner to finance the acquisition, construction and installation of the Energy Savings Improvements, and the Property Owner hereby agrees to use the proceeds of such C-PACE Financing solely to acquire, construct, and install the Energy Savings Improvements (and to pay the allowable fees and costs required to be paid in connection therewith, including audits, energy savings improvement development, and application fees) and to cause the C-PACE Financing to be repaid on the terms set forth in the C-PACE Financing documents and this Agreement.

**Section 1.02. Terms of Financing**. The C-PACE Financing amount, interest rate, repayment schedule, maturity and other material terms of the C-PACE Financing are set forth in *Exhibit A* hereto. If the C-PACE Financing amount, interest rate, repayment schedule, maturity or other material terms of the C-PACE Financing are modified or amended by the Parties between the date of execution of this Agreement and the date of closing of the C-PACE Financing transaction, the Parties shall, as a condition of closing, execute and deliver an Amended and Restated Exhibit A in the form attached as *Exhibit A-1* hereto, which Amended and Restated Exhibit A shall be incorporated herein and made part hereof.

**Section 1.03. Security/Collateral for the C-PACE Financing; C-PACE Lien**. To secure repayment of the C-PACE Financing, the Property Owner hereby agrees to the imposition of a C-PACE Assessment on the Property in the amount of the C-PACE Financing and hereby acknowledges that such C-PACE Assessment creates a C-PACE Lien on the Property for the benefit of the Municipality and Capital Provider, and its successors and assigns, and enforceable by the Municipality, or the Capital Provider as its designated agent, pursuant to the C-PACE Act. The Capital Provider shall cause a notice of this Agreement in the form attached hereto as *Exhibit B* to be recorded in the appropriate Registry of Deeds thereby perfecting the C-PACE Lien to evidence and secure the C-PACE Financing (the “**Notice of C-PACE Agreement**”). The Notice of C-PACE Agreement must be accompanied by an executed Mortgage Lender Consent, as may be required from each financial institution holding a lien, mortgage, or other collateral encumbrance on the Property, showing voluntary consent to the enrollment of the Property in the C-PACE Program, acknowledging the priority status of the C-PACE Lien, and acknowledging the foreclosure process for C-PACE liens under the C-PACE Act. The Property Owner acknowledges and agrees to the imposition of the C-PACE Assessment and C-PACE Lien on the Property as a priority lien running with the title to the Property (junior only to real property taxes and liens of municipal sewer, sanitary, and water districts) to secure the C-PACE Financing, enforceable against the Property as provided in the C-PACE Act until the amounts due under the C-PACE Financing documents are paid in full.

**Section 1.04. Recording of Notice of C-PACE Agreement; Project Completion**. The recording of a Notice of C-PACE Agreement creates a C-PACE Lien subject to the C-PACE Assessment and such notice may only be recorded upon closing of the C-PACE Financing transaction between Property Owner and Capital Provider. The Parties agree to execute the Notice of C-PACE Agreement in connection with closing of the C-PACE Financing transaction and the Capital Provider shall be responsible to record the Notice of C-PACE Agreement and Mortgage Lender Consent in the appropriate Registry of Deeds and to provide copies of the executed Notice of C-PACE Agreement and Mortgage Lender Consent to the Trust and the Municipality with 10 days after closing. The Property Owner shall be required to keep the Capital Provider apprised of Project status and completion. After the Completion Date, as set forth below, the Capital Provider, with cooperation and assistance from the Property Owner as necessary, shall prepare and submit to the Municipality and the Trust a statement certifying that the Project is complete (a “**Completion Certificate**”). The Project shall be deemed completed on the date (such date, the “**Completion Date**”) that: (i) the construction/installation of the Project is completed, (ii) the Energy Savings Improvements have been put into service, (iii) all approvals and reports required to be submitted to the Trust pursuant to the C-PACE Act, the C-PACE Program Guidelines, and administrative rules of the Trust have been submitted, and (iv) all other requirements of the C-PACE Financing documents have been met.

**ARTICLE II** - **C-PACE FINANCING AND ASSESSMENT PAYMENTS**

# Section 2.01. C-PACE Financing Payments. The following governs the manner and timing of C-PACE Assessment payments:

* 1. *Manner of Payments*. Property Owner shall make payments of principal and interest due under the C-PACE Financing documents by way of C-PACE Assessments to be placed against the Property each year during the term of the C-PACE Financing documents. The C-PACE Assessments (and any interest, fees, penalties, and attorney's fees incurred in its collection) will be collected in the manner set forth in this Agreement.
	2. *Capital Provider Notice.*  Capital Provider shall provide the Municipality and Property Owner with written notice on or before July 1 each year specifying the total C-PACE Financing amount (principal and interest) due from the Property Owner and to be assessed against the Property for the subject tax year (the “**Payment Due Notice**”).
	3. *Municipal Assessment*. The Municipality shall make a C-PACE Assessment or Assessments against the Property in the total amount of the Payment Due Notice each year for the subject tax year. Pursuant to the C-PACE Act, the C-PACE Assessment constitutes a lien on the Property until it is paid in full. The Municipality agrees to make C-PACE Assessments against the Property for repayment of C-PACE Financing amounts to the Capital Provider and shall maintain a record of such assessments.
	4. *Designation of Capital Provider as Agent to Issue C-PACE Assessment Billing and Collection of C-PACE Assessment Payments*. After receipt of the Payment Due Notice from the Capital Provider, the Municipality shall commit the C-PACE Assessment amount and designate the Capital Provider as its agent for billing and collection of the C-PACE Assessment. The Municipality designates Capital Provider as its agent to issue C-PACE Assessment billing to the Property Owner in the assessed amounts due for the subject period and to collect the C-PACE Assessment amounts, which payments shall be applied by Capital Provider to the Property Owner’s repayment obligation under the C-PACE Financing documents. C-PACE Assessment billing and collection by the Capital Provider hereunder as the Municipality’s agent shall have the same effect as if the C-PACE Assessment billing and collection were conducted by the Municipality to the Property Owner directly.
	5. *Reporting*.
1. Capital Provider shall periodically report to the Municipality on the status of the C-PACE Assessment payments and shall notify the Municipality and the Trust within 7 days of any C-PACE Assessment payment due date on which payment has not been received by the Capital Provider from the Property Owner. In the event that subsequent payment is made to the Capital Provider by the Property Owner, the Capital Provider shall immediately notify the Municipality of such payment.

(ii) The Municipality shall notify the Capital Provider and the Trust within 7 days of any property tax payment due date on which payment has not been received by the Municipality from the Property Owner. In the event the Capital Provider has notified the Municipality that the Property Owner is also delinquent on its C-PACE Assessment Payment, the Municipality may then institute collection proceedings and action to enforce both the C-PACE Assessment Lien and property tax lien pursuant to Section 4.01 hereof and Title 36, M.R.S. sections 942 and 943.

* 1. *Remittance of C-PACE Payments by Municipality to Capital Provider*. It is the intent of the Parties that the C-PACE Assessment amounts shall be paid directly by Property Owner to Capital Provider. In accordance with the C-PACE Act, the Capital Provider has a contractual right to receive C-PACE Assessment payments. If the Municipality receives C-PACE Assessment payments from the Property Owner, the Municipality shall remit such payments to the Capital Provider, which payments shall be applied by Capital Provider to the Property Owner’s repayment obligation under the C-PACE Financing documents. The Municipality shall remit all C-PACE Assessment payments it receives to Capital Provider within 30 days after receipt of such payments. In no event shall the Municipality be responsible to remit or pay over to Capital Provider any amount in excess of the Assessment payments actually received by the Municipality from the Property Owner. The Municipality has no independent obligation to repay the C-PACE Financing amounts on behalf of the Property Owner. For the avoidance of doubt, pursuant to the C-PACE Act, notwithstanding any provision of law to the contrary, municipal officers and Municipal officials, including, without limitation, tax assessors, tax collectors, and treasurers, and staff or trustees of the Trust, are not personally liable to any other person for claims, of whatever kind or nature, under or related to a C-PACE program established under the C-PACE Act, including, without limitation, claims for or related to uncollected C-PACE Assessments.
	2. *Continuing Payment Obligation; No Prepayment*. The Property Owner acknowledges and agrees that (i) the C-PACE Assessment Lien against the Property shall run with the title to the Property and automatically bind all successor owners of the Property until paid in full, and (ii) the C-PACE Financing may not be prepaid in whole or in part except as set forth in the C-PACE Financing documents.
	3. *Notice of Satisfaction; Release of Lien*. The Capital Provider shall provide notice to the Municipality and the Property Owner when the C-PACE Financing amount has been paid in full and shall be responsible to prepare and record a release and discharge of the C-PACE Lien on the subject Property when the C-PACE Financing has been satisfied.

# ARTICLE III - PROPERTY OWNER’S REPRESENTATIONS AND WARRANTIES

The Property Owner represents and warrants as follows, which representations and warranties shall be true and correct as of the date hereof and at all times thereafter until the C-PACE Financing is paid in full, each of which shall be true and binding on any future Property Owner.

**Section 3.01. Organization and Authority**. The Property Owner is duly organized, validly existing and in good standing in the state of its organization and with authority to do business under the laws of the State of Maine. The Property Owner has all necessary power and authority to own the Property and to conduct its business and enter into the transactions contemplated hereby. The Property Owner has the right to enter into and perform this Agreement, and the execution, delivery and performance of this Agreement and all other documents executed in connection therewith have been duly authorized, executed and delivered and constitute valid and binding obligations of the Property Owner, each enforceable in accordance with its respective terms.

**Section 3.02. Title**. The Property Owner has good and insurable title to the Property subject only to the permitted encumbrances approved by Capital Provider. The Property Owner shall cause any current mortgagee, as of the execution date of this Agreement, holding a mortgage lien against the Property as of such date, to consent to and subordinate the lien of such mortgage filed against the Property to the C-PACE Assessment Lien by Mortgage Lender Consent which shall be recorded prior to recordation of notice of this Agreement. The Property Owner, through the Capital Provider, shall ensure that all financial institutions and lenders holding a lien, mortgage, or other collateral encumbrance on the Property receive notice and provide consent as required by the C-PACE Act.

**Section 3.03.** **No Overdue Taxes or Payments**. The Property is (i) current on real estate taxes, personal property taxes and municipal sewer, sanitary, and water district charges; (ii) has no outstanding and unsatisfied tax or municipal sewer, sanitary, or water district liens; (iii) is not subject to a mortgage or other lien on which there is a recorded notice of default, foreclosure, or delinquency that has not been cured; and (iv) there are no overdue payments on mortgages secured by the Property.

**Section 3.04. No Misrepresentation or Material Nondisclosure**. The Property Owner has not made and will not make to the Municipality, the Capital Provider, or the Trust, in this Agreement or otherwise, any untrue statement of a material fact, nor has it omitted and nor will it omit to state a material fact necessary to make any statement made not misleading.

**Section 3.05. Commercial Purpose**. The Property Owner will use the proceeds of the C-PACE Financing only for the purposes specified in the Recitals to this Agreement in accordance with the C-PACE Act. The primary purpose of the C-PACE Financing is for a commercial and business purpose, and the proceeds of the C-PACE Financing will not be used primarily for personal, family, or household purposes.

# ARTICLE IV - DEFAULT AND FORECLOSURE

**Section 4.01. Delinquency, Collection and Foreclosure.** If a C-PACE Assessment is delinquent or in default, collection and foreclosure shall proceed as set forth in Section 10205(5) of the C-PACE Act and the statutes referenced therein. The C-PACE Assessment Lien shall take precedence over all other liens or encumbrances as permitted by the C-PACE Act.

1. The C-PACE Assessment levied pursuant to the C-PACE Act, and payment thereof (together with the interest, fees and any penalties thereon) shall constitute a C-PACE Assessment Lien against the Property until paid in full. Delinquencies shall be subject to the procedures outlined in Section 10205(5) of the C-PACE Act and the statutes referenced therein.
2. If a C-PACE Assessment is delinquent or in default and the Property Owner is delinquent in any tax debt due to the Municipality, collection shall be instituted by the Municipality and may occur only by providing notice to the Property Owner, the recording of a tax lien certificate and foreclosure under Title 36, M.R.S. sections 942 and 943. Notices must be sent and lien certificates must be recorded and released in the same manner as liens for real property taxes. The Municipality shall provide notice to the Capital Provider and the Trust if it institutes enforcement procedures under Title 36, M.R.S. sections 942 and 943. .
3. If the Municipality acquires the Property through tax lien foreclosure or otherwise pursuant to 36 M.R.S. §§942 and 943, then the Municipality shall cause to be paid to the Capital Provider all delinquent amounts payable under the C-PACE Financing at the time of foreclosure (whether from the proceeds of sale or other amounts collected by the Municipality after satisfaction of delinquent taxes) but only to the extent that the Municipality has received such amounts through the foreclosure process and there are funds remaining after satisfaction of delinquent taxes, interest, fees and costs owed to the Municipality, and any unpaid C-PACE Financing installments shall continue as against the Property as an enforceable Assessment Lien with full rights of collection as set forth in the C-PACE Act. For the avoidance of doubt, it is agreed and understood by the Parties that in no event shall the Municipality be obligated to make C-PACE Assessment payments during any period in which it is deemed the owner of the Property acquired through the statutory tax lien foreclosure process. It is agreed and understood that unpaid future C-PACE Assessment payments shall be the obligation of the person or entity that subsequently acquires title to the Property subject to the C-PACE Lien.
4. If a C-PACE Assessment is delinquent or in default and the Property Owner is delinquent in any tax debt due to the Municipality, the Capital Provider shall provide the Municipality with all such documents and information relating to the delinquent C-PACE Assessment payments as may be necessary for the Municipality to carry out the notice, recording and foreclosure process contemplated by the C-PACE Act and Title 36, M.R.S. sections 942 and 943 in a timely manner or immediately upon a demand from the Municipality for the same.
5. If only a C-PACE Assessment is delinquent but the Property Owner is current on payment of all municipal taxes due to the Municipality, then the Municipality shall, and does hereby in such event, assign the C-PACE Assessment Lien to the Capital Provider, and the Capital Provider shall, and does hereby in such event, accept an assignment of the C-PACE Assessment Lien from the Municipality. If only a C-PACE Assessment is delinquent but the Property Owner is current on payment of all municipal taxes due to the Municipality, the Capital Provider then shall have and possess all the same powers and rights at law as the Municipality and its tax collector with regards to the priority of the C-PACE Assessment Lien, the accrual of interest and fees, and the costs of collection. The Capital Provider shall have the same rights to enforce the C-PACE Assessment Lien as any private party or lender holding a lien on real property and shall have all such other rights as set forth in the C-PACE Act, including the right of foreclosure consistent with Title 14, sections 6203-A and 6321 and any other action in contract or lawsuit for the enforcement of a C-PACE Assessment Lien. The Capital Provider, as assignee of the C-PACE Assessment Lien, shall recover costs and reasonable attorney's fees incurred as a result of any foreclosure action or other legal proceeding brought pursuant to this subsection, which may be collected by the Capital Provider at any time after it has made demand for payment.

**ARTICLE V – MISCELLANEOUS**

**Section 5.01. Effectiveness of this Agreement.** It is agreed and understood by the Parties that, without regard to the date of execution of this Agreement by any Party hereto, the effectiveness of this Agreement is expressly conditioned on the issuance by the Trust of a Notice of Approval for the Property Owner’s C-PACE Program application for the subject Property and the closing of the C-PACE Financing transaction. Pursuant to Section 1.02 of this Agreement, the Parties agree that if the C-PACE Financing amount, interest rate, repayment schedule, maturity or other material terms of the C-PACE Financing are modified or amended by the Parties between the date of execution of this Agreement and the date of closing of the C-PACE Financing transaction, the Parties shall, as a condition of closing, execute and deliver an Amended and Restated Exhibit A in the form attached as *Exhibit A-1* hereto, and Capital Provider shall provide the Trust with a final, fully-executed copy of this Agreement, with any amendments thereto, within 10 days after closing of the C-PACE Financing transaction.

**Section 5.02. No Waiver**. No waiver of any default or breach by the Property Owner hereunder shall be implied from any failure by any other Party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

**Section 5.03. Successors and Assigns**. This Agreement is binding upon and made for the benefit of the Property Owner, the Capital Provider, the Municipality and the Trust, their successors and permitted assigns, and no other person or persons shall have any right of action hereunder.

**Section 5.04. Notices**. Any notice and other communications hereunder shall be in writing and shall be delivered in person or mailed by reputable overnight courier or by registered or certified mail, return receipt requested, postage prepaid, to the other Parties, at the address set forth at the caption of this Agreement. The addresses of any Party may be changed by notice to the other Party given in the same manner as provided above.

**Section 5.05. Amendments**. No amendment, modification, termination, or waiver of any provisions of this Agreement shall be effective unless in writing and signed by all of the Parties.

**Section 5.06. Severability**. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. It is the intent of the parties hereto that the transactions contemplated herein shall comply with and achieve the intent of the C-PACE Act. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 5.07. Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

**Section 5.08. No Waiver of Governmental Immunity**. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Municipality or the Trust and their officials, employees, trustees, or agents, or any other person acting on behalf of the Municipality or the Trust and, in particular, governmental immunity afforded or available pursuant to Maine common law, the Maine Tort Claims Act, and the Constitutions of the State of Maine and United States.

**Section 5.09. Third-Party Beneficiary.** The Parties acknowledge that the Trust will rely on the terms of this Agreement and the representations and undertakings of the Parties contained herein and on the Property Owners’ and Capital Provider’s C-PACE Program application submittals. The Trust is deemed a third-party beneficiary of those provisions in this Agreement that grant or allow the Trust to exercise rights, receive documents and information in connection with the administration of the C-PACE Program, and are otherwise intended for the benefit of the Trust and its agents.

**IN WITNESS WHEREOF,** the Property Owner, the Municipality, and the Capital Provider have executed this Agreement as of the date first written above by and through their duly authorized representatives.

[MUNICIPALITY]

By Name Title

{CAPITAL PROVIDER}

By Name Title

NOTE: ALL OWNERS OF THE QUALIFYING PROPERTY MUST AGREE AND EXECUTE; SEE 35-A MRS 10202(2)]

{INSERT NAME OF PROPERTY OWNER(S)}

By Name Title

**Exhibit A**

Property Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Location:

 Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Municipality: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tax Map and Lot No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Registry of Deeds Book and Page: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Capital Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Capital Provider Address and Contact Information:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C-PACE Financing Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Term of C-PACE Loan: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Interest Rate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment Schedule

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A-1**

**Amended and Restated**

(If Necessary: To be executed and delivered prior to closing if theC-PACE Financing amount, interest rate, repayment schedule, maturity or other material terms of the C-PACE Financing are modified or amended by the Parties between the date of execution of the C-PACE Assessment Agreement and the date of closing of the C-PACE Financing transaction)

Exhibit A to the C-PACE Assessment Agreement between the Parties identified below for the subject Property is hereby amended and restated as follows:

Property Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Location:

 Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Municipality: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tax Map and Lot No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Registry of Deeds Book and Page: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Capital Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Capital Provider Address and Contact Information:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C-PACE Financing Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Term of C-PACE Loan: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Interest Rate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment Schedule

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Capital Provider certifies that with this amendment, the C-PACE Assessment Agreement and C-PACE Financing continue to comply with the minimum underwriting requirements of the C-PACE Act as of the date of closing.

When completed and executed by the Parties, this Amended and Restated Exhibit A shall be deemed incorporated in and made part of the C-PACE Assessment Agreement executed by the Parties for the subject Property.

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

[C-PACE CAPITAL PROVIDER/LENDER]:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

 Name:

 Its:

[PROPERTY OWNER]:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

 Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[PROPERTY OWNER]:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

 Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[MUNICIPALITY]

By: Name: Title:

**Exhibit B**

**NOTICE OF C-PACE ASSESSMENT AGREEMENT**

 Notice is hereby given that the parties identified below have entered into a C-PACE Assessment Agreement (“Agreement”) relative to the Property identified below pursuant to the terms of Title 35-A M.R.S. §§10201 *et seq*., “An Act to Allow for the Establishment of Commercial Property Assessed Clean Energy Programs” (the “C-PACE Act”) and that an assessment is made against the Property in the amount of the C-PACE Financing. The amounts financed under the Agreement are secured by a C-PACE assessment on the Property and, pursuant to 35-A M.R.S. §10205(2), the filing of this Notice creates a C-PACE lien against the Property subject to the C-PACE assessment until the amounts due under the Agreement are paid in full. Pursuant to 35-A M.R.S. §10205(2), notice is hereby given of the following:

DATE OF C-PACE AGREEMENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C-PACE FINANCING AMOUNT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROPERTY OWNER(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Names and Addresses)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROPERTY SUBJECT TO

C-PACE ASSESSMENT: A certain property located in the City/Town of \_\_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_, and State of Maine with a street address of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tax Map: \_\_\_\_\_\_\_\_, Lot No. \_\_\_\_\_\_\_\_\_\_

 Registry of Deeds Book and Page: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(As more particularly described in **Exhibit A** hereto).

### DURATION OF C-PACE AGREEMENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MUNICIPALITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C-PACE LENDER FILING NOTICE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Address)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VERIFICATION OF MORTGAGE

LENDER CONSENT: Verification is hereby made that any financial institution(s) holding a lien, mortgage, or security interest in or other collateral encumbrance on the property subject to the C-PACE assessment has provided consent to the Property Owner(s) and Municipality pursuant to 35-A M.R.S. §10205(4) that the borrower(s) may participate and enroll the subject property in the C-PACE Program. A copy of such consent(s) is/are attached as **Exhibit B** hereto.

 Executed as a sealed instrument as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_.

WITNESS: [C-PACE CAPITAL PROVIDER/LENDER]:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

 Name:

 Its:

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, SS \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

Then personally appeared the above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in his/her capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 Before me,

# Notary Public/Maine Attorney-at-Law

# Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [PROPERTY OWNER]:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

 Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, SS \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

Then personally appeared the above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in his/her capacity as \_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 Before me,

# Notary Public/Maine Attorney-at-Law

# Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[PROPERTY OWNER]:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

 Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, SS \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

Then personally appeared the above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in his/her capacity as \_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 Before me,

# Notary Public/Maine Attorney-at-Law

# Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[MUNICIPALITY]

By Name Title

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, SS \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

Then personally appeared the above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in his/her capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 Before me,

# Notary Public/Maine Attorney-at-Law

# Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A to NOTICE OF C-PACE AGREEMENT**

(Description of Premises)

**EXHIBIT B to NOTICE OF C-PACE AGREEMENT**

(Copy of Executed Mortgage Lender Consent)