

NOTICE OF CONTRACTUAL ASSESSMENT

The Authority provides this Notice of Contractual Assessment pursuant to Section 4306 of the Pennsylvania C-PACE Statute ([Pennsylvania Public Law 198 No. 30](#)) that the following project may be financed through an assessment under the C-PACE Program established by the City. All terms are as defined in the Statement of Levy and Lien Agreement attached below.

Project Information:

- **Legal description of the Property (including OPA Account number):** Attached to the Agreement as **Exhibit B**.
- **Name of the Property Owner:** []
- **Complete description of the project being financed with the proceeds of the Agreement:** []
- **C-PACE financing information:**

Total amount of the C-PACE project:	
C-PACE financing amount:	
Interest rate on C-PACE financing:	
Total financing charges associated with the C-PACE financing:	

- The Authority, the City, the Property Owner, and the Capital Provider, have entered into the Statement of Levy and Lien Agreement (the “Agreement”) dated [], providing for an assessment of [AMOUNT] to be placed against the Property and made in accordance with the Pennsylvania C-PACE Statute ([Pennsylvania Public Law 198 No. 30](#)) to satisfy the C-PACE financing obligations.

The Authority, as Program Administrator, has approved the C-PACE program application for a project located at the Property and the C-PACE Financing Agreement attached to the Agreement as **Exhibit C** (the “C-PACE Financing Agreement”) has been executed. Pursuant to the Intergovernmental Agreement between the Authority and the City, the Authority hereby acknowledges and confirms that the Assessment (as defined in the Agreement) will be added to the property records of the Property and the Authority shall bill the Property Owner for the required assessment payments to secure repayment of the C-PACE Financing Agreement. The Assessment shall be repaid in accordance with the Special Assessment Payment Schedule, which is attached to the Agreement as **Exhibit D**.

Pursuant to Article 6 of the Agreement, if the Authority receives an Amendment of the Special Assessment Payment Schedule on or before October 1 of any tax year, the Authority will amend the Assessment to reflect the adjustment and file the Amendment of the Special Assessment Payment Schedule with the Philadelphia Department of Records.

[Statement of Levy and Lien Agreement Follows]

STATEMENT OF LEVY AND LIEN OF ASSESSMENT AGREEMENT
COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (“C-PACE”)

THIS STATEMENT OF LEVY AND LIEN OF ASSESSMENT AGREEMENT (this “Agreement”) is dated as of the [] day of [], 20__ and effective as of the [] day of [], 20__, (the “Effective Date”) by and between **THE CITY OF PHILADELPHIA**, acting through its Office of the Director of Finance (the “City”), **THE PHILADELPHIA ENERGY AUTHORITY** (the “Authority”), (the “Property Owner”) and _____ (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 a property assessment mechanism to provide security for repayment of the loan.

WHEREAS, 12 Pa.C.S.A. §4301 et. seq., 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 City, pursuant to 12 Pa. C.S.A. §4303, has established the Philadelphia C-PACE Program (the “Program”) via Ordinance No. 190412, which is attached hereto as **Exhibit A** and incorporated herein (the “Ordinance”).

WHEREAS, the City has entered into an Intergovernmental Agreement with the Authority providing that the Authority will serve as the third-party administrator of the Program (the Authority or any duly appointed successor, the “Program Administrator”).

WHEREAS, the Authority in its role as Program Administrator has promulgated its Philadelphia C-PACE Program Guidelines (the “Program Guidelines”) to provide for the administration of the Program.

WHEREAS, Property Owner owns real property located at [ENTER ADDRESS and OPA ACCOUNT NUMBER], Philadelphia, Pennsylvania as further 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, retrofit, or newly construct the Property to increase energy efficiency, water conservation, or to install a renewable energy system to serve 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 C-PACE Financing Agreement and attached hereto as **Exhibit C** (the “C-PACE Financing Agreement”).

WHEREAS, the Capital Provider and Property Owner desire the Program Administrator 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 Capital Provider, or its authorized assignee.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and for other valuable consideration, the City, the Authority, Property Owner, and Capital Provider (collectively referred to as the “Parties”), intending to be legally bound, 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 Philadelphia and City 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] and during the term, the Assessment, which runs with the land with respect to the Property, shall be billed directly by the Program Administrator. Property Owner and Capital Provider, their heirs and assigns and successors in interest agree that the Assessment will be billed by the Program Administrator as designated collector for City. Additionally, all parties agree to forever waive any right to contest the validity of said payment arrangement and are forever barred from asserting that City is to be responsible in any fashion for billing, liening, or collecting any amount generated in accordance with this Agreement as long as there is a Program Administrator.

Notwithstanding the foregoing, the Program Administrator and the City agree that the billing, liening, 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 City) against any necessary party to ensure the necessary billing, liening, collecting, and remittance of any amounts due under this Agreement.

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 as set forth in the 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**.

As evidenced in **Exhibit D**, the term will be [YEARS] years. Pursuant to the Intergovernmental Agreement entered into by City and Program Administrator (the “Intergovernmental Agreement”), Program Administrator will submit a request for collection of each Assessment amount to the Property Owner in accordance with the Special Assessment Payment Schedule but not later than December of each calendar year. In the Intergovernmental Agreement, the City assigned its interest in this Agreement to the Program Administrator to the full extent necessary for the Program Administrator to enforce the assessment and lien created by this Agreement as contemplated by the Intergovernmental Agreement, and the City hereby confirms that assignment. In the event the Authority or any subsequently serving Program Administrator ceases to act as the Program Administrator and no successor has yet been appointed, then the Capital Provider may submit the request for collection of the Assessment amount to the City, through the Department of Revenue, prior to September 1 of the prior year for each assessment to be billed.

Section 3. Assessment Billing, Collection and Disbursement to Capital Provider. Program Administrator shall collect the Assessment by separate billing, but the Assessment shall be a municipal claim due to the City and payable to the Program Administrator and will be enforced in the same manner that a City property tax lien against real property may be enforced. The Owner shall make payment to the Program Administrator or its designated agent, and the Program Administrator or such agent will make the respective payments due to the Capital Provider and the Program Administrator under **Exhibit D**.

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. Capital Provider, Property Owner, their designated heirs, assigns and any successors in interest, agree that in any action to collect delinquencies owed to Capital Provider, the proceeds of any sale of the Property are first to be distributed to pay any outstanding municipal liens before Capital Provider recoups its debts.

Section 5. Delinquencies.

5.1 Notice. In the event Property Owner fails to make an Assessment payment when due, the Program Administrator shall provide written notice to the Capital Provider of such 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 Program Administrator may recover costs and expenses, including reasonable 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. The Program Administrator shall use the same procedure utilized to collect delinquent property taxes to collect delinquent Assessments. The Program

Administrator will remit the payment of the overdue Assessment, including the penalties and interest due, to the Capital Provider as outlined in the C-PACE Financing Agreement.

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 (as set forth in **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 and Satisfaction of Assessment. In the event that Property Owner seeks to make a permitted prepayment of its obligations or incurs additional obligations under the terms of its C-PACE Financing Agreement, it must submit its request to the Capital Provider in writing no less than ten (10) business days prior to its proposed prepayment date. The Capital Provider shall submit a prepayment letter to the Property Owner and the Program Administrator, setting forth the effective date of the prepayment, the total amount to be prepaid, and the proposed amendment to the Special Assessment Payment Schedule (the “Amendment”). Any prepayments must be effective no later than October 1 of the year prior to the year in which the next scheduled payment is due. Payment of any prepayment amounts from the Property Owner in accordance with the Amendment and the acceptance thereof by the Capital Provider shall constitute a consent by the Property Owner to the Amendment. If the Program Administrator determines that the Amendment of the Special Assessment Payment Schedule is consistent with the terms of this Agreement, the Ordinance, and the Program Guidelines, it shall accept such Amendment on behalf of itself and the City and shall file the Amendment of the Special Assessment Payment Schedule on the property records of the Property.

Section 7. Capital Provider Lien on Assessments. The Capital Provider has a legal interest in Assessment payments made by the Property Owner, regardless of where such payments are held. The Property Owner, City, and Authority authorize the Capital Provider to file a financing statement pursuant to 13 Pa.C.S. §9509 et seq., evidencing its security interest in the Assessment payments. Furthermore, the Capital Provider may grant to one or more third parties a security interest in Capital Provider’s interest in such Assessment Payments; such grant shall not require the consent of any other party.

Section 8. Change in Property Ownership. Upon change in ownership of the Property that occurs after the date of recordation of the Assessment, 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 City may 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 60 days' notice to the Program Administrator. The Program Administrator has 30 days to provide written objection to the transfer, but the assignment shall not be unreasonably withheld, conditional or delayed. Assignment may be included in the C-PACE Financing Agreement with the Property Owner. The Capital Provider shall provide the owner with 60 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. 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 Program Administrator or Property Owner (i) in connection with any transfers or restructurings with Capital Provider's affiliates; provided, that Capital Provider provides notice of any such transfer to the Program Administrator 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 Parties hereby agree that this Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their successors and permitted assignees. Any assignment by the Capital Provider shall be in the form provided as **Exhibit E** to this Agreement, and a copy of such assignment shall be 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 City and Program Administrator, their 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 with this Agreement (including the assessment amount, the assessment levy, and any amendment of this Agreement), the Program Guidelines as in effect from time to time, the C-PACE process and approval, the Project, the C-PACE Financing Agreement, and the Intergovernmental Agreement.

Notwithstanding the foregoing, the Program Administrator and the City 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 City) against any necessary party to ensure the necessary billing, lien, collecting, and remittance of any amounts due under this Agreement.

Section 11. Indemnification.

11.01 Acknowledgement. Property Owner and Capital Provider hereby acknowledge that the City and the Program Administrator have no liability for any indebtedness and obligations of Property Owner to Capital Provider under the C-PACE Financing Agreement or for any costs associated with the collection of amounts due under the C-PACE Financing Agreement.

11.02 Indemnity. Subject to the provisions and limitations of this Section, the Property Owner and the Capital Provider hereby jointly and severally indemnify and hold harmless the City and the Program Administrator and each member, officer, contractor, and employee of the City or the Program Administrator against any and all claims, losses, damages or liabilities to which the City, the Program Administrator or any member, officer or employee of the City or the Program Administrator may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of this Agreement or the operation of the Program with respect to the Project, unless the losses, damages or liabilities arise from an adjudication of bad faith, fraud or deceit of the member, officer or employee of the City or Program Administrator. Notwithstanding the foregoing, the obligation of the Property Owner and the Capital Provider to indemnify the Program Administrator and its members, officers and employees as set forth in this paragraph, will be excused by the gross negligence of the Program administrator in connection with its administration of the Program; provided that, for the avoidance of doubt, this sentence has no effect on the duties of the Property Owner and the Capital Provider to the City and its members, officers and employees.

11.03 Control of Defense. As a condition precedent to any indemnification obligations hereunder, any entity entitled to indemnification under this Section 11 shall give written notice to the Property Owner and Capital Provider of any claims that may be subject to indemnification, promptly after learning of such claim. If such claim falls within the scope of the indemnification obligations of this Section 11, then the indemnifying party shall assume the defense of such Claim with counsel reasonably satisfactory to the indemnified party; provided that in no event will the indemnified party be required to waive any conflict on the part of such counsel. The indemnified party shall cooperate with the indemnifying party in such defense. The indemnified party may, at its option and expense, be represented by counsel of its choice in any action or proceeding with respect to such claim. The indemnifying party shall not be liable for any litigation costs or expenses incurred by the indemnified party without the indemnifying party's written consent. The indemnifying party shall not settle any such claim if such settlement (a) does not fully and unconditionally release the indemnified party from all liability relating thereto or (b) adversely impacts the exercise of the rights granted to the indemnified party under this Agreement, unless the indemnified party otherwise agrees in writing.

Section 12. 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 13. Representations and Warranties.

13.01 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] authorized to conduct business and is in good

standing in the Commonwealth of Pennsylvania.] [Property Owner is an individual of full legal age and not subject to any legal disability to enter into contracts or conduct his or her business.].

13.02 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 is a party and to perform its obligations hereunder and all such action has been duly and validly authorized by all necessary action on its part.

Section 14. Miscellaneous.

14.01. 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.

14.02 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 above, or in accordance with the last unrevoked written direction from party to the other party hereto.

14.03 Amendments and Waivers. The provisions of this Agreement may from time to time be waived in writing by the Program Administrator at its sole discretion. All amendments hereto must be in writing, executed by all parties hereto; provided that the Program Administrator may consent to amendments to the Special Assessment Payment Schedule as contemplated by Section 6 without the review or consent of the City.

14.04 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 Philadelphia County, Pennsylvania. Property Owner and Capital Provider hereby consents and submits to the exclusive jurisdiction of the Court of Common Pleas of Philadelphia County, Pennsylvania with respect to any claim, matter or dispute with respect to this Agreement.

14.05 Special Revenues. The City and Program Administrator agree that they shall file no opposition to any motion brought in Bankruptcy Court seeking a determination by the court that the Assessment payments made by the Property Owner constitute “special revenues” as defined in 11 U.S.C. § 902(2), and upon such determination of the Bankruptcy Court the Assessment Payments shall be paid in a manner consistent with this Agreement.

15. Program Administrator.

15.01 Delegation of Duties. The Program Administrator may contract with third parties to perform any administrative task such as billing, preparing documents or filing liens, so long as those tasks are performed on behalf of and in the name of the Program Administrator. Any such contract may include an indemnification for the Program Administrator from the contractor but shall not remove any obligation that the Program Administrator has to any other signatory of this Agreement.

15.02 Assignment to Successor. In the event of dissolution or restructuring of the Program Administrator, the Program Administrator may assign its obligations under this Agreement to any successor organization assuming its duties, provided that said successor organization is able to file municipal claims pursuant to the Municipal Claims and Tax Liens Act (53 PS 7101 et seq).

15.03 City Obligations. In the event that the Authority or a successor Program Administrator ceases to be Program Administrator, and there is no successor pursuant to subparagraph 15.02, above, the City is obligated to appoint a new Program Administrator. The City may, at its option, designate a new Program Administrator capable of filing municipal claims pursuant to the Municipal Claims and Tax Liens Act, or may elect to undertake the duties of the Program Administrator. During any period in which the City has not exercised its option to designate a new Program Administrator, it shall be considered to have elected to administer the program itself.

16. Program Guidelines. The Owner and the Capital Provider hereby acknowledge receiving and reviewing the Program Guidelines and agree to be bound by and perform all their actions under the Program in accordance with the Program Guidelines, as in effect at the time of taking any action under the Program.

17. City as Party to Suit.

17.01 General Provisions. All parties agree that the City is not an appropriate party to any suit brought to enforce this Agreement or action in Mandamus excepting those instances wherein the failure to join the City as a party would render the court unable to accord complete relief among the existing parties, or where the City has an interest relating to the subject of the action disposing of the action in the City's absence would impair or impede the City's ability to protect its interest or leave a party other than the City subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations because of the City's interest.

17.02 Torts Claims Act. Nothing in this Agreement shall be construed as waiving the immunity granted to the City pursuant to the "Tort Claims Act" codified at 42 Pa C.S.A. § 8541 et seq.

17.03 Fee Shifting. The Parties agree that any Party which causes the City of Philadelphia to be named as a party to suit in violation of Section 17.01 above, shall be responsible for the City's attorney's fees upon the City prevailing. For purposes of this section "prevailing" shall

include without limitation a finding of no liability or a successful dismissal of counts against the City.

17.04 Attorney's Fees. In the event that the suit is defended by members of the City's Law Department, then attorney's fees shall be the prevailing cost of attorney time in the market, to a minimum of \$300.00 per hour.

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

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

APPROVED AS TO FORM:
Diana Cortes, City Solicitor

CITY OF PHILADELPHIA, acting
through its Office of the Director of
Finance

By: _____

By: _____
Rob Dubow
Finance Director

COMMONWEALTH OF PENNSYLVANIA,

COUNTY OF _____, to wit:

I hereby certify that on this _____ day of _____, _____, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared _____, the _____ of the City of Philadelphia, 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

[City of Philadelphia 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]

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

PHILADELPHIA ENERGY AUTHORITY

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA,

COUNTY OF _____, to wit:

I hereby certify that on this _____ day of _____, _____, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared _____, the _____ of the Philadelphia Energy Authority, 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

[Program Administrator Signature Page to
Statement of Levy and Lien of Assessment Agreement]

EXHIBIT A

PHILADELPHIA C-PACE ORDINANCE

(See Attached)

EXHIBIT B

**LEGAL DESCRIPTION OF THE PROPERTY
(Including Statement of Work)**

EXHIBIT C

C-PACE FINANCING AGREEMENT

(See Attached)

EXHIBIT D

C-PACE SPECIAL ASSESSMENT PAYMENT SCHEDULE

**PROPERTY OWNER
NAME
OPA ACCOUNT
NUMBER
PROPERTY ADDRESS**

PERIOD	DUE DATE	OUTSTANDING PRINCIPAL	PRINCIPAL DUE	INTEREST DUE	ADMIN FEE DUE	TOTAL PAYMENT DUE
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						

EXHIBIT E

Form of Assignment Agreement

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“**Assignment**”), dated _____ and 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, intending to be legally bound, ASSIGNS, BARGAINS, GIVES, SETS OVER, CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor’s rights, title, interest, obligations, and duties under the Notice of Contractual Assessment and the Statement of Levy and Lien of Assessment Agreement (the “**SOL**”), dated as of [DATE], entered into by Assignor, [BORROWER], the City of Philadelphia (the “**City**”), and the Philadelphia Energy Authority (the “**PEA**”), together with all of Assignor’s rights to receive payments from [BORROWER], the City, and the PEA (or its paying agent), 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; (iv) it has provided (or will provide) the PEA with a notice of this Assignment, a copy of which is attached hereto as **Exhibit A**; and (v) it has provided (or will provide) the [BORROWER] with a notice of this Assignment, a copy of which is attached hereto as **Exhibit B**.

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 Commonwealth 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 _____, 20__ 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 _____, 20__ by _____, _____ of _____.

Notary Public
My Commission Expires: _____