CERTIFICATE OF LEVY AND LIEN OF ENERGY ASSESSMENT

The CITY OF FERNLEY, NEVADA (the “**City**”) with its City Hall located at 595 Silver Lace Blvd. Fernley, NV 89408, acting pursuant to authority granted under Chapter 271 of the Nevada Revised Statues, and City Resolutions 20-016 and 20-017 (collectively, the “**Resolutions**”) that have established the Fernley commercial property assessed clean energy program (the “**C-PACE Program**” or “**Program**”) and the Energy Improvement District No. 1 (the “**C-PACE District**” or “**District**”, HEREBY, LEVIES A C-PACE ASSESSMENT AGAINST AND LIEN UPON certain real property addressed as [INSERT ADDRESS] and described more particularly in the attached **Schedule I** (the “**Property**”), constituting a Qualifying Commercial or Industrial Real Property under the Resolutions, situated in the City and owned on the date hereof in whole or in part by [INSERT PROPERTY OWNER’S NAME], a [INSERT TYPE OF BUSINESS ENTITY] organized under the laws of the state of [INSERT] [IF FOREIGN ENTITY ADD AND AUTHORIZED TO DO BUSINESS IN NEVADA] (the “**Property Owner**”).

Said levy and lien shall secure the repayment of a C-PACE financing for one or more Qualifying Energy Efficiency Improvement Projects and/or Renewable Energy Projects under the Resolutions, disbursed pursuant to that certain Financing Agreement between Property Owner, Qualified Capital Provider, and the City dated as of [INSERT DATE], as it may be amended pursuant to the terms thereof (the “**Financing Agreement**”). This levy and lien are made in accordance with the Financing Agreement and are subject to the terms and conditions of the Financing Agreement and the C-PACE Resolutions. Upon the transfer or conveyance of the Property, each subsequent owner of the Property, by accepting title to the Property, assumes and agrees to perform all of the obligations and covenants set forth herein and in the Financing Agreement and all other documents referenced therein, including, without limitation, making the installment payments described below, from and after the date such owner acquires title to the Property. The amount and repayment of said assessments are set forth in the attached **Schedule II**, which shall control in the case of any conflict between **Schedule II** and the Financing Agreement.

In the event that any such installment shall remain unpaid for [INSERT NUMBER] days, as provided for in the Financing Agreement as executed by the Property Owner and Qualified Capital Provider, after the same shall become due and payable, interest and other charges shall be charged upon the unpaid installment(s) at the lesser of (i) such rate provided for in the Financing Agreement or (ii) the maximum per annum rate permitted under the C-PACE Resolutions and other applicable laws. In the event of a default or nonpayment by Property Owner in payment of the installments called for by the Financing Agreement, the Qualified Capital Provider, on behalf of the City pursuant to the Assignment of C-Pace Assessment Enforcement Rights attached hereto as **Schedule III**, may proceed with the collection or enforcement of any delinquent installment by filing an action in the District Court of Lyon County, Nevada in accordance with Nevada Revised Statutes 271.625. In any action to collect a delinquent installment of the C-PACE Assessment, the Qualified Capital Provider shall be entitled to any additional sums due to it under the Financing Agreement in connection with a suit to collect a delinquent installment of the C-PACE Assessment.

At such time as the payments of the C-PACE Assessment have been satisfied and paid in full, the Qualified Capital Provider shall file a release of this Certificate in the Land Records of the County.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the C-PACE Resolutions to evidence a lien for the C-PACE Assessment levied upon the Property for the special benefits conferred upon said Property by the installation of one or more Qualifying Energy Efficiency Improvement Projects and/or Renewable Energy Projects. Pursuant to the C-PACE Resolutions, this lien (A) is of co-equal priority with other assessments and any Real Estate Tax lien; (B) as to the current C-PACE Installment Payment that is due and any Delinquent C-PACE Payments, is senior to (i) all previously recorded senior liens, provided a Lender Consent is recorded for each such senior lien; (ii) shall run with title to the property and shall not be extinguished by a foreclosure; and (iii) is evidenced by the C-PACE Certificate, as may be amended and assigned from time to time in accordance with the C-PACE Assessment and Financing Agreement.

The C-PACE assessment pursuant to CHAPTER 271 OF THE NEVADA REVISED STATUTES AND THE CITY C-PACE RESOLUTIONS shall not INCLUDE ANY PROPERTY ENCUMBERED BY any previously recorded mortgage or deed of trust lien unless a written CONSENT agreement is executed by the holder of each EXISTING mortgage or deed of trust lien on the Property. Each such CONSENT agreement is attached hereto at Attachment I and made part hereof, where applicable, OR HAS OTHERWISE BEEN PREVIOUSLY RECORDED. By recording this Certificate, Lender hereby certifies that it has received evidence from Property Owner that: (i) Property Owner is current on payments on all loans secured by a mortgage or deed of trust lien on the Property, (ii) Property Owner is not insolvent or subject to bankruptcy proceedings, and (iii) Property Owner’s title to the Property is not in dispute.

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CERTIFICATE OF LEVY AND LIEN OF ENERGY ASSESSMENT

Signature Page

By order of the City of Fernley, through authority granted under Chapter 271 of the Nevada Revised Statues and City Resolutions 20-016 and 20-017, as each may be amended, for purposes of recording this levy and lien.

Executed in Fernley, Nevada this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF FERNLEY**

By:

City Manager

ATTEST:

By:

City Clerk

APPROVED AS TO FORM:

By:

Deputy City Attorney Date

STATE OF NEVADA )

)ss.

COUNTY OF LYON)

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as City Manager of the City of Fernley, a Nevada municipal corporation.

By:

Notary Public

SCHEDULE I

DESCRIPTION OF PROPERTY

[SEE ATTACHED]

**SCHEDULE II**

C-PACE ASSESSMENT PAYMENT SCHEDULE

[SEE ATTACHED]

SCHEDULE III

ASSIGNMENT OF C-PACE ASSESSMENT ENFORCEMENT RIGHTS

[SEE ATTACHED]

ASSIGNMENT OF C-PACE ASSESSMENT ENFORCEMENT RIGHTS

KNOW ALL PERSONS BY THESE PRESENTS, that the CITY OF FERNLEY, NEVADA (the “**City**”), does hereby assign to [INSERT CAPITAL PROVIDERS NAME] organized under the laws of the state of [INSERT] [IF FOREIGN ENTITY ADD AND AUTHORIZED TO DO BUSINESS IN NEVADA] (“**Assignee**”), the right to proceed with the collection or enforcement of any delinquent assessment installment pursuant to the Fernley C-PACE Assessment and Financing Agreement dated [INSERT DATE] between the City, Assignee, and [INSERT PROPERTY OWNER’S NAME], a [INSERT TYPE OF BUSINESS ENTITY] organized under the laws of the state of [INSERT] [IF FOREIGN ENTITY ADD AND AUTHORIZED TO DO BUSINESS IN NEVADA] (the “**Property Owner**”).

This Assignment is made, given and executed pursuant to the authority granted to the City by Chapter 271 of the Nevada Revised Statues to collect and enforce delinquent assessments under the Fernley commercial property assessed clean energy program (the “**C-PACE** **Program**” or “**Program**”) and the Energy Improvement District No. 1 (the “**C-PACE District**” or “**District**”), established under City Resolutions 20-016 and 20-017. The Capital Provider’s failure to collect or enforce any delinquent assessment installment shall in no way obligate the City to proceed with the collection or enforcement of any delinquent assessment installment.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

By:

City Manager

ATTEST:

By:

City Clerk Date

APPROVED AS TO FORM:

By:

Deputy City Attorney Date

STATE OF NEVADA )

)ss.

COUNTY OF LYON)

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as City Manager of the City of Fernley, a Nevada municipal corporation.

By:

Notary Public

CONFIRMATION AND AMENDMENT OF C-PACE ASSESSMENT LIEN

AND PAYMENT SCHEDULE

[INSERT CAPITAL PROVIDER NAME AND BUSINESS ENTITY TYPE e.g. Acme Anvil, LLC, a Nevada limited liability company] (“**Qualified Capital Provider**”) and [INSERT PROPERTY OWNER’S NAME], a [INSERT TYPE OF BUSINESS ENTITY] organized under the laws of the state of [INSERT] [IF FOREIGN ENTITY ADD AND AUTHORIZED TO DO BUSINESS IN NEVADA] (the “**Borrower**”) are parties to that certain Financing Agreement dated as of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, as may be amended from time to time (the “**Financing Agreement**”), authorized pursuant to Chapter 271 of the Nevada Revised Statues, and City Resolutions 20-016 and 20-017 (the “**Resolutions”**).

Pursuant to the Financing Agreement, Borrower has made one or more Qualifying Energy Efficiency Improvement Projects and/or Renewable Energy Projects, as defined in the Resolutions, to the property located at [INSERT ADDRESS] (the “**Property**”), in accordance with the requirements of the Resolutions, for which Qualified Capital Provider has provided the C-PACE financing in the amount of [INSERT DOLLAR AMOUNT], inclusive of principal, interest and any financed fees, costs or expenses, which financing is secured by a C-PACE Assessment lien against the Property.

Borrower is obligated to make C-PACE Assessment payments required by that certain Certificate of Levy and Lien of C-PACE Assessment (the “**Lien**”) dated [INSERT DATE], and filed by the City on behalf of Qualified Capital Provider in the public records of Lyon County, Nevada (the “**County**”), and recorded in the Land Records of the County in Volume \_\_\_\_\_ at Page \_\_\_\_\_; said Lien is enforceable by the Qualified Capital Provider pursuant to that Assignment of C-PACE Assessment Enforcement Rights agreement between the Qualified Capital Provider and the City dated [INSERT DATE], and recorded in the public records of the County in Volume \_\_\_\_\_ at Page \_\_\_\_\_.

Pursuant to the Financing Agreement, the Lien shall be repaid in accordance with the installment payment plan attached hereto as **Schedule I** (the “**Payment Schedule**”). The Payment Schedule is based on an initial principal amount of [INSERT DOLLAR AMOUNT], plus interest and any financed fees, costs or expenses, all pursuant to the Financing Agreement, with interest on the outstanding principal amount accruing at the rate set forth in the Financing Agreement. Installment payments of the Loan amount shall come due as set forth in the Payment Schedule.

Except as amended and modified hereby, the Financing Agreement and the Lien shall continue unmodified and in full force and effect and each is hereby ratified and confirmed by the parties hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

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CONFIRMATION AND AMENDMENT OF C-PACE ASSESSMENT LIEN

AND PAYMENT SCHEDULE

(Signature Page)

**[INSERT NAME OF QUALIFIED CAPITAL PROVIDER]**

By:

Printed Name:

Title:

WITNESS:

By:

Printed Name:

STATE OF NEVADA )

)ss.

COUNTY OF LYON )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of   
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

By:

Notary Public

SCHEDULE I

C-PACE ASSESSMENT PAYMENT SCHEDULE