
**NOTICE: AT LEAST TEN BUSINESS DAYS' ADVANCE WRITTEN
NOTICE OF TRANSFER OF THE REAL PROPERTY COVERED BY
THIS AGREEMENT MUST BE GIVEN TO THE CAPITAL PROVIDER:
SEE SECTION 4.14 HEREIN**

ASSESSMENT AND FINANCING AGREEMENT

by and among

{NAME OF PROPERTY OWNER},

as Property Owner

and

{CAPITAL PROVIDER NAME} (together with its assigns, nominees and/or designees),
as Capital Provider

and

COLORADO NEW ENERGY IMPROVEMENT DISTRICT,
as District

Dated as of **{INSERT DATE}**

When Recorded Return To:

{NAME OF CAPITAL PROVIDER OR SERVICER}

{ADDRESS}

Table of Contents

Page

ARTICLE I

DEFINITIONS	2
-------------	---

ARTICLE II THE FINANCING

Section 2.01.	CoPACE Financing of New Energy Improvements; Assessment Lien.....	2
Section 2.02.	Absolute Obligation; Evidence of Indebtedness.....	2
Section 2.03.	Material Terms of Financing	3
Section 2.04.	Security/Collateral for the CoPACE Financing.....	3
Section 2.05.	Funding	3
Section 2.06.	CoPACE Financing Payments	3
Section 2.07.	Excess Funds.....	5

ARTICLE III PROPERTY OWNER'S REPRESENTATIONS AND WARRANTIES

Section 3.01.	Organization and Authority	5
Section 3.02.	Financial Statements	5
Section 3.03.	No Litigation.....	6
Section 3.04.	Title	6
Section 3.05.	Compliance With Laws.....	6
Section 3.06.	Marijuana and Environmental Matters	6
Section 3.07.	Approval of Plans and Budgets.....	6
Section 3.08.	Compliance With Documents.....	7
Section 3.09.	No Misrepresentation or Material Nondisclosure.....	7
Section 3.10.	Insurance	7
Section 3.11.	No Conflict.....	7
Section 3.12.	Incorporation of Representations and Warranties.....	7
Section 3.13.	Commercial Purpose.....	7

ARTICLE IV ADDITIONAL COVENANTS AND AGREEMENTS

Section 4.01.	Compliance With CoPACE Act.....	8
Section 4.02.	Maintenance of Property.....	9
Section 4.03.	Construction Start and Completion.....	9
Section 4.04.	Protection Against Liens.....	9
Section 4.05.	Construction Inspections; Reports	9
Section 4.06.	Periodic Reports/Certifications.....	9
Section 4.07.	Notice of Claims; Adverse Matters.....	10
Section 4.08.	Damage or Destruction	10
Section 4.09.	Condemnation	10
Section 4.10.	Indemnification	10
Section 4.11.	Further Assurances.....	12

Table of Contents
(continued)

Page

Section 4.12.	Assignment of CoPACE Financing and Assessment Lien; Participation Interests	12
Section 4.13.	Integrity of the Property as a Single Parcel	13
Section 4.14.	Transfers; Binding on Future Owners.....	13

ARTICLE V
DEFAULT AND REMEDIES

Section 5.01.	Events of Default	13
Section 5.02.	Capital Provider Remedies	14
Section 5.03.	Non-Recourse Provisions.....	15

ARTICLE VI
MISCELLANEOUS

Section 6.01.	No Waiver	15
Section 6.02.	Successors and Assigns.....	16
Section 6.03.	Survival; Conditional Lien Granted.....	16
Section 6.04.	Notices	16
Section 6.05.	Amendments	16
Section 6.06.	Governing Law	16
Section 6.07.	WAIVER OF JURY TRIAL.....	16
Section 6.08.	Jurisdiction.....	16
Section 6.09.	No Waiver of Governmental Immunity	16
Section 6.10.	Open Records Act.....	17

SCHEDULE I SCHEDULE OF DEFINITIONS

EXHIBIT A PROPERTY DESCRIPTION

EXHIBIT B PROPOSED NEW ENERGY IMPROVEMENTS

EXHIBIT C FORM OF COMPLETION CERTIFICATE

EXHIBIT D FORM OF MORTGAGE HOLDER CONSENT TO COPACE ASSESSMENT

EXHIBIT E FORM OF ASSIGNMENT

EXHIBIT F INFORMATION REQUIRED BY THE CAPITAL PROVIDER FOR TRANSFER OF PROPERTY

COPACE ASSESSMENT AND FINANCING AGREEMENT

THIS ASSESSMENT AND FINANCING 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 Colorado}**, whose address is **{INSERT ADDRESS}** (the “**Property Owner**”), **{CAPITAL PROVIDER NAME AND ADDRESS}** (together with its assigns, nominees and/or designees, the “**Capital Provider**”) and the **COLORADO NEW ENERGY IMPROVEMENT DISTRICT** (the “**District**”), an independent body corporate and politic of the State of Colorado established under the CoPACE Act (as defined below). Each of Property Owner, Capital Provider and the District is referred to herein as a “**Party**” and, collectively, as the “**Parties**.”

RECITALS

A. Colorado Revised Statutes 32-20-101 et seq. (the “**CoPACE Act**”) established the District and a commercial property assessed clean energy program (the “**CoPACE Program**”), which the District has implemented.

B. The CoPACE Program facilitates private financing for New Energy Improvements (as defined below) to commercial, industrial, multi-family, institutional and agricultural properties by utilizing a local assessment and collection mechanism to provide security for repayment of the financing pursuant to the terms of the CoPACE Act.

C. Section 32-20-105(1) of the CoPACE Act provides that the purpose of the District is “to help provide the special benefits of new energy improvements to owners of eligible real property who voluntarily join the district by establishing, developing, financing, and administering a new energy improvement program through which the district can provide assistance to such owners in completing new energy improvements.”

D. Property Owner has applied to the District for inclusion in the District with respect to that certain property located at **{INSERT ADDRESS OF PROPERTY}**, **{COUNTY}**, Colorado as more fully described on *Exhibit A* to this Agreement (the “**Property**”) and to obtain CoPACE financing from the Capital Provider, for the New Energy Improvements (as defined below) in an amount up to that detailed on *Schedule II* hereof, which financing is further evidenced and is secured by, among other things, a special CoPACE assessment lien (the “**Assessment Lien**”) against the Property pursuant to the terms of the CoPACE Act.

E. The Property is located in **{COUNTY}** County, Colorado (the “**County**”), which has elected by Resolution of the Board of County Commissioners to participate in the CoPACE Program as contemplated by Section 32-20-105(3) of the CoPACE Act.

F. In accordance with the requirements of the CoPACE Program, the Property Owner has contracted to **{renovate or retrofit the Property to reduce energy and/or water consumption and/or install renewable energy systems at or for the Property}** **{construct a new building that meets the District’s energy efficiency requirements for eligibility for the CoPACE Program}** (the “**Project**”) as generally described on *Schedule II* hereto and as more fully described on *Exhibit B* hereto and in the plans and specifications for construction of the specific energy efficiency, water

efficiency, and/or renewable energy improvements described therein (the “**New Energy Improvements**”).

G. The Property Owner has completed the application requirements of the CoPACE Program including, without limitation, obtaining a written Lender Consent (as defined in *Schedule I*) from any and all holders of mortgages recorded in the County Records against the Property, and based thereon and after all required notices and hearings have been held pursuant to the CoPACE Act, the District has issued the Resolution (as defined in *Schedule I*) to approve the Property Owner’s application for CoPACE financing for the New Energy Improvements.

H. The Resolution (i) provides that the Property Owner is admitted as a member of the District and that the Property has been included within the boundaries of the District in accordance with Section 32-20-106(1) of the CoPACE Act and (ii) contain provisions necessary to require the repayment of the CoPACE Financing through the Assessment Lien against the Property as contemplated herein and in the CoPACE Act.

I. The Capital Provider has agreed to provide the CoPACE Financing for the New Energy Improvements to be constructed on the Property subject to the terms and conditions contained in this Agreement and on the condition of repayment as set forth herein and in the Resolution.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, and for Ten Dollars 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

DEFINITIONS

Capitalized terms used herein have the meanings given such terms as set forth in the *Schedule of Definitions* attached as *Schedule I* hereto.

ARTICLE II

THE FINANCING

Section 2.01. CoPACE Financing of New Energy Improvements; Assessment Lien. The Capital Provider has agreed to provide the financing loan to the Property Owner in the amount as set forth on the *Schedule of Financing Terms* attached as *Schedule II* hereto (the “**CoPACE Financing**”) to finance the construction of the New Energy Improvements, and the Property Owner hereby agrees to use the proceeds of such CoPACE Financing solely to construct the New Energy Improvements (and to pay the allowable fees and costs required to be paid in connection therewith) and to cause the CoPACE Financing to be repaid on the terms set forth herein and in the Resolution.

Section 2.02. Absolute Obligation; Evidence of Indebtedness. This CoPACE Financing Agreement is an “evidence of indebtedness” and “promise to repay a debt” for all

purposes and any further documentation (such as a separate promissory note) is not necessary and is not required (except to the extent a confirmatory promissory note in form approved by the District is required pursuant to the Schedule of Financing Terms), it being the express intent of the parties that this CoPACE Assessment and Financing Agreement contains all of the loan and repayment terms and the provisions imposing an Assessment Lien against the Property for the benefit of the Capital Provider. The debt evidenced by this Agreement is a commercial (and not a consumer) loan for the specific purpose of financing the New Energy Improvements on the terms as set forth herein. The Property Owner promises and agrees to repay the CoPACE Financing, plus applicable interest and fees, in accordance with the terms of this Agreement, the CoPACE Act and other applicable law. The Property Owner hereby agrees that the CoPACE Financing and the related Assessment Lien will not be subject to reduction, offset or credit of any kind for any reason, subject to the payment of any fees and/or prepayment amounts due as set forth in the Schedule of Financing Terms attached hereto as Schedule II.

Section 2.03. Material Terms of Financing. The CoPACE Financing amount, interest rate, repayment schedule, prepayment, maturity and other material terms of the CoPACE Financing are set forth in the Schedule of Financing Terms attached hereto as Schedule II.

Section 2.04. Security/Collateral for the CoPACE Financing. To secure the CoPACE Financing, the Property Owner hereby grants an Assessment Lien on the Property as set forth in Section 32-20-107 of the CoPACE Act. Property Owner and the District hereby agree to cause the Assessment Lien to be recorded against the Property for the benefit of the Capital Provider to evidence and secure the CoPACE Financing. This Agreement shall be recorded in the County Records. The Property Owner acknowledges and agrees to the imposition of the Assessment Lien on the Property as a priority lien (junior only to real property taxes and equal in priority to any other special district financing on the tax assessment records for the Property) to secure the CoPACE Financing, enforceable against the Property as provided in the CoPACE Act.

Section 2.05. Funding. The Property Owner acknowledges and agrees that when this Agreement and the Resolution have been recorded in the County Records in accordance with the requirements of this Agreement (such date, the “**Closing Date**”), Capital Provider shall disburse from time to time pursuant to the Schedule of Financing Terms attached hereto as Schedule II.

Section 2.06. CoPACE Financing Payments.

(a) *Accrued Interest; No Payments Due Until Repayment Start Date.* All interest on the CoPACE Financing loan shall begin to accrue on the date of funding in accordance with the Schedule of Financing Terms attached hereto as Schedule II until the agreed date set forth on the Schedule of Financing Terms attached hereto as Schedule II (such date, the “**Agreed Calculation Date**”) and, together with any additional interest accruing to the Repayment Start Date, shall be paid beginning on the Repayment Start date as described in Section 2.06(d) below. The amortization schedule attached to the Schedule of Financing Terms attached hereto as Schedule II shall be attached to the Resolution and

shall set forth the agreement regarding capitalizing or otherwise accruing interest for payment beginning on the Repayment Start Date.

(b) *Obligations During Construction.* At all times and, specifically, for the period of construction of the New Energy Improvements, for the period (such period, the “**Construction Period**”) beginning on the Closing Date and extending through the Completion Date (as defined below), the Property Owner shall be obligated to comply with the terms, conditions and requirements of this Agreement, and, if required in the *Schedule of Financing Terms*, the disbursement provisions or agreement and/or any completion guaranty or bond in form and substance acceptable to the Capital Provider.

(c) *Completion Date; Completion Certificate.* The Project shall be completed on the date (such date, the “**Completion Date**”) that: (i) the construction on the Project is completed in accordance with the requirements of this Agreement, (ii) the New Energy Improvements have been put into service, (iii) all approvals and reports required to be submitted to the District pursuant to the CoPACE Act have been submitted, and (iv) all other requirements of this Agreement have been met. The Property Owner shall issue to Capital Provider one or more certificates of completion in substantially the form attached hereto as *Exhibit C* and containing such additional provisions as may be required by the Capital Provider (each, a “**Completion Certificate**”). A copy of each fully executed Completion Certificate will be provided by the Capital Provider to the District.

(d) *Payments Begin on Repayment Start Date; Tax Payment Date.* The first payment of principal and interest shall be due beginning on the first occurring statutory due date for collection of property taxes in the County that occurs after the Agreed Calculation Date (the “**Repayment Start Date**”). Beginning on the Repayment Start Date and continuing on each tax payment date thereafter, the Property Owner hereby agrees to pay all property taxes due on the Property plus the amortized payment of the Assessment Lien to the County (for prior years’ taxes due) in the manner specified for payment of real property taxes collectible by the County. However, if specified on the *Schedule of Financing Terms* attached hereto as *Schedule II*, the Property Owner may agree to pay such property taxes in either a single installment payment on April 30th or in two installments payable one-half on the last calendar date in February and the other half on June 15th, in which event, the agreement of the Property Owner to pay property taxes and the Assessment Lien payment on such specific payment date(s) as set forth in the *Schedule of Financing Terms* attached hereto as *Schedule II* shall be a material contractual term of this Financing Agreement and controls over the elective payment form delivered by the County Assessor’s Office.

(e) *Continuing Payment Obligation; No Prepayment.* The Property Owner acknowledges and agrees that (i) the 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 CoPACE Financing and Assessment Lien may not be prepaid in whole or in part except as set forth in the *Schedule of Financing Terms* attached hereto as *Schedule II*.

(f) *Failure to Close.* The Property Owner hereby freely and willingly agrees to pay any additional fee (the “**Failure to Close Fee**”) identified in the *Schedule of Financing Terms* in the event that the Property Owner fails to draw down the CoPACE Financing to complete the New Energy Improvements under the terms of this Agreement and the Resolution. The Property Owner acknowledges and agrees that the purpose of the Failure to Close Fee is to make the Capital Provider whole and to pay any costs incurred by the District in processing Property Owner’s application and filing (and releasing) of the Assessment Lien.

Section 2.07. Excess Funds. In the event that the total actual cost to complete the New Energy Improvements is less than the amount of the CoPACE Financing funded by the Capital Provider (such amount, the “**Excess Funds**”), then such Excess Funds shall be confirmed in the Completion Certificate. Unless otherwise approved by the Capital Provider in writing, the Excess Funds shall be paid over to the Capital Provider or its designee on the Completion Date to be held in a restricted account in the name of the Property Owner and funded from time to time by or on behalf of the Capital Provider to the Property Owner for payment of taxes and the Assessment Lien then due or, at the Capital Provider’s election, funded from time to time directly to the County for payment on behalf of the Property Owner for payment of taxes and/or the Assessment Lien amount as and when such Property taxes and assessments are due. Such Excess Funds payments shall be made until the Excess Funds are fully depleted.

ARTICLE III

PROPERTY OWNER’S REPRESENTATIONS AND WARRANTIES

The Property Owner represents and warrants to the District and to the Capital Provider as follows, which representations and warranties shall be true and correct as of the date hereof, the Closing Date and at all times thereafter until the CoPACE 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 Colorado. 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. Financial Statements. All financial statements delivered to the Capital Provider are true and correct, have been prepared in accordance with generally accepted accounting principles (or such alternate accounting method acceptable to the Capital Provider) consistently applied, fairly represent the financial condition of the Property Owner as of the date thereof, and no material adverse change has occurred in the financial condition presented therein since such date.

Section 3.03. No Litigation. There are no actions, suits or proceedings pending, or to the knowledge of the Property Owner threatened, against or affecting it or the Property which could materially adversely affect the Property Owner, its financial condition, the Property or the construction of the Project or the Property Owner's ability to satisfy its obligations under this Agreement.

Section 3.04. 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 deliver a title commitment, title product or title policy in form acceptable to the Capital Provider and the District confirming the Assessment Lien, once recorded in the County Records shall be a priority lien against the Property subject only to real property taxes, pari passu assessment liens of record and such other encumbrances as may be approved by the Capital Provider and the District. 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 Assessment Lien by subordination agreement, in substantially the form attached to this Agreement as **Exhibit D**, which shall be recorded prior to recordation of this Agreement.

Section 3.05. Compliance With Laws. The Property Owner has complied with, and will continue to comply with, all applicable statutes, regulations and ordinances in connection with the Property and construction of the Project. All permits, consents, approvals and authorizations required to be issued by any governmental body (collectively, the "**Permits**") necessary for (a) the construction of the Project in accordance with the plans and specifications for the New Energy Improvements (together, the "**Plans**"); (a) the construction, connection and operation of all utilities necessary to service the Project; and (b) the construction and use of all roadways, driveways, curb cuts and other vehicular or other access to and egress from the Project, as shown on the Plans either (i) have been obtained, are valid, are in full force and effect and have been complied with by the Property Owner in all respects; or (ii) will be obtained, will be valid, will be in full force and effect prior to the initiation of construction, and Property Owner will be in compliance therewith in all respects prior to the Capital Provider's disbursing any CoPACE Financing proceeds. Construction of the Project in accordance with the Plans will comply with applicable zoning, use, building or other applicable codes, laws, regulations and ordinances and any restrictive covenants affecting the Property.

Section 3.06. Marijuana and Environmental Matters. The Property Owner does not and will not engage on the Property (nor will it allow any tenants of the Property to engage) in operations that involve the growth, testing, production or distribution of marijuana, nor the generation, manufacture, refining, transportation, treatment, storage or handling of hazardous materials or hazardous wastes, pursuant to applicable state law, or any other federal, state or local environmental laws or regulations. To the best of the Property Owner's knowledge, after due inquiry, neither the Property nor any other of its buildings thereon has been so used previously, except as previously disclosed in writing to and approved by the District and the Capital Provider. There are no undisclosed underground storage tanks on the Property.

Section 3.07. Approval of Plans and Budgets. Any Plans submitted when completed will be a true and accurate reflection of the Project (when completed) and have been approved as required by all governmental bodies or agencies having jurisdiction over the Project or will

be approved prior to the first disbursement request. The budget for construction of the Project (the "**Budget**") submitted by the Property Owner to the District and the Capital Provider is an accurate current budget of all costs necessary to construct the Project in accordance with the Plans as set forth in the Construction Contract. The cost of construction of the Project is not expected to exceed the cost therefor set forth in the Budget. The Property Owner is responsible for any costs in excess of the Budget and for meeting the additional funding requirements, if any, set forth in the *Schedule of Financing Terms*.

Section 3.08. Compliance With Documents. No Event of Default (as defined herein) has occurred hereunder, and no event has or shall have occurred and be continuing, which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default. No foreclosure action is currently threatened or has been commenced with respect to the Property. The Property Owner is not currently in default on any mortgage loan(s) secured by the Property.

Section 3.09. No Misrepresentation or Material Nondisclosure. The Property Owner has not made and will not make to the District or to the Capital Provider, 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. All information provided by the Property Owner to the Capital Provider in writing or in electronic form is true and correct in all material respects.

Section 3.10. Insurance. The Property Owner has provided to the Capital Provider satisfactory evidence of current insurance policies on the Property meeting the requirements, if any, of the Capital Provider as set forth in the *Schedule of Financing Terms*.

Section 3.11. No Conflict. The Property Owner's execution and delivery of this Agreement and compliance with the provisions hereof, do not and will not in any material respect conflict with or constitute on the part of the Property Owner a breach or default under any agreement or instrument to which it is a party or by which it is bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would, in any material respect, constitute a default or an Event of Default under this Agreement.

Section 3.12. Incorporation of Representations and Warranties. Each request by the Property Owner for a disbursement of CoPACE Financing Advance proceeds shall constitute a covenant and certification by the Property Owner that the representations and warranties contained herein are true and correct as of the date of such request.

Section 3.13. Commercial Purpose. The Property Owner will use the proceeds of the CoPACE Financing Advance only for the purposes specified in the Recitals to this Agreement. The primary purpose of the CoPACE Financing Advance is for a commercial and business purpose, and the proceeds of the CoPACE Financing Advance will not be used primarily for personal, family or household purposes.

ARTICLE IV

ADDITIONAL COVENANTS AND AGREEMENTS

The Property Owner (and the District with respect to 4.01(b) and (c)) covenant and agree as follows:

Section 4.01. Compliance With CoPACE Act. The Property Owner has read the CoPACE Act and covenants and agrees to comply in all respects with the provisions of the CoPACE Act, including but not limited to the following:

(a) The CoPACE Financing levied pursuant to the CoPACE Act and this Agreement, and payment thereof (together with the interest, fees and any penalties thereon) shall constitute an Assessment Lien against the Property until paid in full. Such Assessment Lien (and each of the installment payments on the CoPACE Financing) shall be collected in the same manner as the property taxes are collected by the County on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and the amounts collected pursuant to the CoPACE Act and this Agreement shall be remitted to the District which shall take commercially reasonable steps to distribute the amount owed to the Capital Provider within ten (10) business days upon receipt of such funds from the County. Such Assessment Lien shall be evidenced by this Agreement and the Resolution and shall be recorded against the Property by filing the same in the County Records. The Assessment Lien shall be released when all amounts due thereunder are paid in full in the manner provided for by the CoPACE Act. The Assessment Lien shall take precedence over all other liens or encumbrances except for (a) a lien for general taxes on real property, which lien for taxes shall have priority over such Assessment Lien, and (b) other governmental entity special assessment liens, which shall be of equal priority. To the extent that any Assessment Lien installment payment is not paid by the Property Owner when due, the Assessment Lien installment of principal and interest then due shall be advertised and sold (together with any unpaid real property tax liens) by the County Treasurer pursuant to Section 32-20-107(4) of the CoPACE Act.

(b) If the District credit bids for the acquisition of the Assessment Lien certificates as contemplated in Section 32-20-107(4)(b) of the CoPACE Act, then the District shall take action to fund to the Capital Provider the amount then due to the Capital Provider, whether from the proceeds of sale of such certificates or through use of other CoPACE special assessment funds available for such purchase minus allowable deductions.

(c) If the District acquires the Property through tax deed application or otherwise pursuant to Sections 32-20-104(4)(d), then the District shall cause to be paid to the Capital Provider all amounts due and payable under the CoPACE Financing (whether from the proceeds of sale or otherwise) and any unpaid future CoPACE Financing installments shall continue as against the Property as an enforceable Assessment Lien with full rights of collection as set forth in the CoPACE Act.

Section 4.02. Maintenance of Property. The Property Owner shall, at all times, maintain the Property and, after construction, the New Energy Improvements. The Property Owner shall pay when due all taxes, assessments (including the Assessment Lien), water charges, sewer charges and all other charges levied on or against the Property, and upon written request, submit to the District and the Capital Provider official receipts evidencing such payments. If Property Owner provides evidence to the Capital Provider that such charges, taxes, or assessments other than the Assessment Lien are being disputed in good faith, Capital Provider may waive such requirement in its sole discretion. The Property Owner shall obtain and maintain any governmental approval, license, or permit necessary for the construction of the Project or any governmental license for the operation of the business operated or to be operated on the Property.

Section 4.03. Construction Start and Completion. The Property Owner shall commence construction of the Project and shall diligently proceed with construction of the New Energy Improvements in accordance with the approved Plans and Budget and in a good, substantial and workmanlike manner in accordance with all applicable laws, ordinances, codes, rules and regulations. Construction of the Project shall be completed on or prior to the Outside Completion Date as defined in the *Schedule of Financing Terms* attached as *Schedule II*. If, in Capital Provider's opinion, after thirty (30) days' written notice to Property Owner, the construction is not proceeding with reasonable diligence, Capital Provider may (but shall not be obligated to) (i) request that Property Owner remove and replace the general contractor with a general contractor acceptable to Capital Provider, the failure of which by Property Owner shall be a default under this Agreement, (ii) utilize the CoPACE Financing funds and proceed with or continue construction of the Project and the disbursement of such funds shall be considered CoPACE Financing Advances, (iii) deny any CoPACE Financing Advances until such time as the construction resumes proceeding with reasonable diligence under a schedule approved by the Capital Provider, or (iv) exercise any other remedies available to Capital Provider under any other documents and instruments (including, without limitation, any disbursement agreement or completion guaranty) required pursuant to the *Schedule of Financing Terms*.

Section 4.04. Protection Against Liens. The Property Owner shall promptly pay and discharge all claims for labor performed and material and services furnished in connection with construction of the Project, and take all other steps necessary to prevent the assertion of mechanics' or materialmen's claims or liens either against the Property or the Project.

Section 4.05. Construction Inspections; Reports. The District, the Capital Provider and/or their respective representatives shall have the right at all reasonable times to enter upon the Property and inspect the work of construction of the New Energy Improvements. The Property Owner shall permit the District and the Capital Provider to examine all records and other documents relating to the Property and the construction of the Project and perform such examinations or energy audits as it may deem reasonably desirable or necessary to assure compliance with this Agreement and the CoPACE Act.

Section 4.06. Periodic Reports/Certifications. During the Construction Period, the Property Owner shall provide to the District and the Capital Provider by March 31 of each year, a written statement, certified as true, correct and complete, setting forth the status of the Project

and all sources and uses of funds with respect to the Project, a current actual to Budget analysis and an updated schedule for completion of construction of the Project. Such certification shall be in such form and with such detail as the Capital Provider shall specify.

Section 4.07. Notice of Claims; Adverse Matters. The Property Owner shall promptly notify the District and the Capital Provider in writing of all pending or threatened litigation or other matters that may materially and adversely affect the Property or Property Owner's ability to meet its obligations under this Agreement or otherwise with respect to the Project. The Property Owner shall promptly notify Capital Provider in writing of any Event of Default or any event which with the passage of time would constitute an Event of Default hereunder.

Section 4.08. Damage or Destruction. The Property Owner shall promptly notify the District and the Capital Provider if the Property is damaged or destroyed by fire or any other cause. Upon the occurrence of such casualty, the Parties will agree to either apply the insurance proceeds to the restoration of the Property, or, with the prior written approval of the Capital Provider, to repayment to the Capital Provider of the outstanding balance of the CoPACE Financing, including all fees, costs and other charges (including any prepayment premiums set forth on the Schedule of Financing Terms). The Capital Provider's additional requirements with respect to casualty insurance proceeds, if any, shall be set forth in the Schedule of Financing Terms.

Section 4.09. Condemnation. If the Project or the Property or any part thereof are taken by condemnation or subject to an imminent threat of condemnation, the Capital Provider's obligation to make further CoPACE Financing Advances hereunder shall immediately terminate unless, in the Capital Provider's reasonable judgment, the Property and the Project can be replaced and restored in a manner which will enable the Project to be functionally and economically utilized and occupied as originally intended. The Capital Provider's requirements, if any, with respect to a condemnation shall be set forth in the Schedule of Financing Terms.

Section 4.10. Indemnification. Without limitation of any other obligation or liability of the Property Owner or any right or remedy of the District or the Capital Provider contained herein, the Property Owner agrees to indemnify and hold harmless the District and the Capital Provider, as well as their respective directors, officers, employees, agents, subsidiaries and affiliates (each, an "**Indemnified Party**"), from and against all damages, losses, settlement payments, obligations, liabilities, claims, suits, penalties, assessments, citations, directives, demands, judgments, actions or causes of action, whether statutorily created or under the common law, including all costs and expenses (including, without limitation, reasonable fees and disbursements of attorneys, engineers and consultants) and all other liabilities whatsoever (including, without limitation, liabilities under any applicable environmental laws, regulations or rules) which shall at any time or times be incurred, suffered, sustained or required to be paid by any such Indemnified Party (except any of the foregoing which result from the negligence or willful misconduct of the Indemnified Party) (collectively, the "**Indemnified Amounts**") on account of or in relation to or in any way in connection with (i) any violation or alleged violation of non-compliance with or liability under any requirements of law, (iii) any lien or claim arising on or against the Property under any requirements of law or any liability asserted against any

Indemnified Party with respect thereto, (iii) any past, present, or future violation or alleged violation of any environmental laws, regulations or rules in connection with the Property by any person or other source, whether related or unrelated to Property Owner, (iv) any presence of any hazardous, toxic or harmful substances, materials, wastes, pollutants or contaminants defined as such in or regulated under any environmental law, regulations or rules in, on, within, above, under, near, affecting or emanating from the Property, (v) any of the arrangements or transactions contemplated by, associated with or ancillary to the Transaction Documents, or any other documents executed or delivered in connection herewith or therewith, all as the same may be amended from time to time, whether or not all or part of the transactions contemplated by, associated with or ancillary to the Transaction Documents or any such other documents are ultimately consummated, resulting from any conduct, act or failure to act by the Property Owner or its affiliates or related parties. In any investigation, proceeding or litigation, or the preparation therefor, the District and the Capital Provider shall each select its own counsel and, in addition to the foregoing indemnity, the Property Owner agrees to pay promptly the reasonable fees and expenses of such counsel. In the event of the commencement of any such proceeding or litigation, the Property Owner shall be entitled to participate in such proceeding or litigation with counsel of its choice at its own expense; provided that such counsel shall be reasonably satisfactory to the District and the Capital Provider. This section shall survive the execution, delivery, performance and repayment of the Transaction Documents and the CoPACE Financing, and the extinguishment of the Assessment Lien.

(a) If for any reason the indemnification provided in this Section 4.10 is unavailable to any Indemnified Party or is insufficient to hold an Indemnified Party harmless, even though such Indemnified Party is entitled to indemnification under the express terms thereof, the Property Owner shall contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative benefits received by such Indemnified Person on the one hand and Property Owner on the other hand, the relative fault of such Indemnified Person, and any other relevant equitable considerations.

(b) An Indemnified Party may at any time send Property Owner notice showing in reasonable detail the basis for and calculation of Indemnified Amounts, and Property Owner shall pay such Indemnified Amounts to such Indemnified Party within fifteen (15) days after Property Owner receives such notice. The obligations of Property Owner under this Section 4.10 shall apply to assignees and shall survive the termination of this Agreement.

(c) Neither the Capital Provider nor the District shall have any liability to the Property Owner or any other person on account of (i) the Property Owner engaging a contractor from the list of contractors submitted by the District or the Capital Provider to the Property Owner, (ii) the services performed by the contractor, or (iii) any neglect or failure on the part of the contractor to perform or properly perform its services. Neither the District nor the Capital Provider assumes any obligation of the Property Owner concerning the contractor, the quality of construction of the Project or the absence therefrom of defects. The authorization by the Capital Provider of a disbursement shall not constitute the Capital Provider's approval or acceptance of the construction theretofore completed. The Capital Provider's inspection and approval of the budget, the construction

work, the Improvements comprising the Project, or the workmanship and materials used therein, shall impose no liability of any kind on the District or the Capital Provider; the sole obligation of the Capital Provider as the result of construction inspection and approval shall be to authorize the disbursements of the CoPACE Financing, if and to the extent, required by this Agreement or any disbursement agreement required by the Capital Provider as set forth in the Schedule of Financing Terms. Any disbursement authorized by the Capital Provider without the Capital Provider having received each of the items to which it is entitled under this Agreement or any such disbursement agreement shall not constitute breach or modification of this Agreement or any such disbursement agreement, nor shall any written amendment to this Agreement or any such disbursement agreement be required as a result thereof.

Section 4.11. Further Assurances. Upon request of the District and/or the Capital Provider, the Property Owner shall provide such additional information and execute such further documents as the Capital Provider and/or the District deem reasonably necessary or appropriate (in their sole discretion) to carry out the purposes of the Transaction Documents and the CoPACE Program as it relates to the Project.

Section 4.12. Assignment of CoPACE Financing and Assessment Lien; Participation Interests.

(a) The Capital Provider shall have the unrestricted right at any time and from time to time, and without the Property Owner's consent, to assign all or any portion of its rights and obligations hereunder or any Transaction Document executed in connection hereunder to one or more entities, Persons, banks or financial institutions capable of funding the CoPACE Financing hereunder (each, an "**Assignee**"), and the Property Owner agrees that it shall execute, or cause to be executed, such documents as the Capital Provider shall deem reasonably necessary to effect the foregoing. Each such assignment by the Capital Provider shall be evidenced by a written Assignment (as defined in Schedule I), together with such other documentation required by the Capital Provider in connection with such assignment. Pursuant to the Assignment, the Assignee shall be a successor party to the Transaction Documents and shall have all of the rights and obligations thereunder of the Capital Provider hereunder and under any and all other Transaction Documents agreements executed in connection herewith, and the Capital Provider shall be released from its obligations hereunder and thereunder effective as of the date of such Assignment.

(b) The Capital Provider shall have the unrestricted right at any time and from time to time, and without the consent of or notice to the Property Owner, to grant to one or more lenders or other financial institutions (each, a "**Participant**") participating interests in the Capital Provider's rights and obligations hereunder. In the event of any such grant by the Capital Provider of a participating interest to a Participant, whether or not upon notice to Property Owner, the Capital Provider shall remain responsible for the performance of its obligations hereunder and Property Owner shall continue to deal solely and directly with the Capital Provider and the District in connection with their respective rights and obligations hereunder unless otherwise directed by Capital Provider.

(c) In furtherance of the foregoing, the Capital Provider may furnish any information concerning the Property, the Property Owner or the Project in its possession from time to time to prospective Assignees and Participants.

(d) The Capital Provider shall furnish to the District the original of any Assignment and the District shall cause the Assignment or a Memorandum of the Assignment to be recorded in the County Records. In connection with any participation of the Assessment Financing among multiple lenders, the Capital Provider shall provide to the District a copy of any participation documentation, provided, however, that the Capital Provider may redact any information deemed by the Capital Provider to be financially sensitive or confidential.

Section 4.13. Integrity of the Property as a Single Parcel. The Property Owner shall not, without the express written consent of the District and the Capital Provider, which consent may be withheld in the District's or the Capital Provider's sole discretion, by act or omission, impair the integrity of the Property, which contains the New Energy Improvements as a single, separate, subdivided and zoned lot or otherwise remove or separate the New Energy Improvements from the Property.

Section 4.14. Transfers; Binding on Future Owners. The sale, transfer, pledge or hypothecation of the Property or any reconstitution of the Property Owner ownership structure shall be permitted only following Completion of the New Energy Improvements, provided that such transfer is and shall be fully subject to the Assessment Lien and the terms of the CoPACE Financing and Transaction Documents. Any and all transfers of the Property shall be subject to the Transaction Documents including, without limitation, the Assessment Lien. All obligations under the CoPACE Financing and Transaction Documents shall run with the land and shall bind all future owners of the Property or any interest therein as if the same were expressly assumed by such parties. If required by the Capital Provider, certain notice requirements and supplemental transferee information may be required to satisfy Capital Provider's regulatory requirements, including, without limitation, the 'know your customer' regulatory requirements. Any such transfer conditions shall be set forth in the *Schedule of Financing Terms*. Property Owner shall promptly notify the District and Capital Provider, in writing, at least ten (10) business days prior to any transfer of title or interest in the Property, by providing a completed Notice of Transfer of Property Ownership in form and substance acceptable to Capital Provider. Nothing herein shall prevent or restrict any lender from foreclosing and taking title to the Property and, except for statutory notices required under Colorado law with respect to any foreclosure proceedings, this provision does not apply to such transfers by foreclosure; provided that such foreclosing lenders shall take the Property subject to the CoPACE Financing.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.01. Events of Default. The occurrence of any of the following events shall constitute an "**Event of Default**" hereunder:

(a) failure by Property Owner to make any payment required under this Agreement, or under or under any other document executed in connection with the transaction contemplated by this Agreement (such documents collectively are referred to herein as the “**Transaction Documents**”) when due or beyond any applicable cure period;

(b) any breach by the Property Owner beyond applicable notice and/or cure periods of any other terms of the Transaction Documents or an Event of Default as defined in any of the Transaction Documents shall occur;

(c) any written representation, warranty or disclosure made to the District or the Capital Provider by the Property Owner proves to be materially false or misleading as of the date when made, whether or not such representation or disclosure appears in the Transaction Documents;

(d) failure to pay property taxes on the Property when due and payable;

(e) the failure to commence and diligently pursue construction of and completion of the Project;

(f) there occurs any event which in the Capital Provider’s reasonable judgment materially and adversely affects: (i) the ability of the Property Owner to perform any of its obligations hereunder or under any of the Transaction Documents; (ii) the business or financial condition of the Property Owner; or (iii) the timely repayment of the CoPACE Financing authorized by the CoPACE Act and this Agreement;

(g) any encumbrance on any portion of the Property is created, which encumbrance purports to have priority over the Assessment Lien with the exception of general tax liens;

(h) the existence of any liens with respect to the Property, including mechanics’, materialmen’s, repairmen’s or other liens that have not been dismissed or bonded for 30 days; and

(i) an Insolvency Event has occurred with respect to the Property Owner.

Section 5.02. Capital Provider Remedies. Upon the occurrence of an Event of Default, the Capital Provider may, in addition to any other remedies which it may have under the CoPACE Act or applicable law, at its option and without prior demand or notice, take any or all of the following actions:

(a) If the Event of Default occurs prior to Completion of the New Energy Improvements, immediately terminate any pending disbursement of a CoPACE Financing Advance (and the Capital Provider shall have no obligation to make further disbursements) and apply all or any part of any undisbursed CoPACE Financing Advance to payment of amounts owing on the CoPACE Financing and Assessment Lien and/or to any other obligations of the Property Owner hereunder or under the Transaction Documents;

(b) If the Event of Default occurs prior to the Agreed Calculation Date, collect any unused financing proceeds and/or accelerate the Assessment Financing amounts and exercise of any remedies under any recourse obligations against the Property Owner hereunder, including, without limitation, the exercise of remedies under Section 5.03 and under any payment or completion guaranty provided by the Property Owner or under any other Transaction Document;

(c) If the Event of Default occurs prior to Completion of the New Energy Improvements, enter the Property and complete construction of the Project in accordance with the Plans, with such changes therein as the Capital Provider may from time to time and in its reasonable judgment deem appropriate, all at the risk and expense of the Property Owner;

(d) exercise any remedies available under the Transaction Documents evidencing and/or securing the CoPACE Financing and Assessment Lien, including those contemplated by the CoPACE Act; and

(e) exercise any other rights and remedies available to it hereunder, under the Transaction Documents, or at law or in equity.

All remedies of Capital Provider provided for herein are cumulative.

Section 5.03. Non-Recourse Provisions. Subject to any requirements and conditions of the Capital Provider as set forth in the *Schedule of Financing Terms*, the Capital Provider and the District agree that, following Completion of the New Energy Improvements and placement of the Assessment Lien on the county tax collection rolls, the Capital Provider and the District shall not enforce against the Property Owner the collection of the CoPACE Financing due under this Agreement, it being agreed that the Capital Provider and the District shall look solely to the CoPACE Financing and the Assessment Lien against the Property (and the exercise of rights and remedies relating thereto) for repayment of the CoPACE Financing. Nothing herein shall be deemed to be a waiver of any right which the Capital Provider or the District may have under the United States Bankruptcy Code to file a claim in any relevant bankruptcy proceeding for the full amount due to the Capital Provider under this Agreement or any other Transaction Document.

ARTICLE VI

MISCELLANEOUS

Section 6.01. No Waiver. No waiver of any default or breach by the Property Owner hereunder shall be implied from any failure by the Capital Provider or the District 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 6.02. Successors and Assigns. This Agreement is binding upon and made for the benefit of the District, the Capital Provider and the Property Owner, their successors and permitted assigns, and no other person or persons shall have any right of action hereunder.

Section 6.03. Survival; Conditional Lien Granted. If the CoPACE Act or any material provision thereof or hereof is found by a court of competent jurisdiction to be illegal or otherwise unenforceable such that the CoPACE Financing and/or Assessment Lien are not enforceable or otherwise not collectible in the manner set forth in the CoPACE Act, then the rest of this Agreement shall be deemed to be a consensual lien granted by the Property Owner to secure the CoPACE Financing, together with all of the District's and Capital Provider's costs and expenses (including, without limitation, collection costs, court costs and reasonable attorneys' fees), which may be foreclosed as a mortgage lien in Colorado.

Section 6.04. 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 6.05. 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 6.06. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Section 6.07. WAIVER OF JURY TRIAL. THE PROPERTY OWNER HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THE CoPACE FINANCING, THIS AGREEMENT OR ANY TRANSACTION DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED THEREBY.

Section 6.08. Jurisdiction. The Property Owner agrees that the execution of this Agreement and the other Transaction Documents, and the performance of its obligations hereunder and thereunder, shall be deemed to have a Colorado situs and the Property Owner agrees to submit to the personal jurisdiction of the courts of the State of Colorado with respect to any action the District, the Capital Provider, or their respective successors or assigns, may commence hereunder or thereunder. Accordingly, the Property Owner hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Colorado with respect to all matters concerning this Agreement or any of the other Transaction Documents, or the enforcement thereof. Any such action shall be brought in the County in which the Property is located.

Section 6.09. 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 District, its officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or

available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

Section 6.10. Open Records Act. The District is subject to the Colorado Open Records Act (part 2 of article 72 of title 4, C.R.S., hereinafter “**CORA**”), in accordance with C.R.S. Section 32-20-104(4). As such, to the extent this Agreement or any other Transaction Documents constitute “public records” under CORA, for which the public has the right to inspect, such records shall be made accessible and opened for public inspection in accordance with CORA and District policies. Nothing contained herein shall limit the Capital Provider’s or Property Owner’s right to defend against disclosure of records alleged to be public.

{Remainder of page intentionally left blank.}

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

COLORADO NEW ENERGY
IMPROVEMENT DISTRICT

By _____
Name _____
Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, as
_____ of
_____.

Witness my hand and official seal.

Notary Public

My commission expires:

{Signature Page to Assessment and Financing Agreement}

{ CAPITAL PROVIDER }

By _____
Name _____
Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, as
_____ of
_____.

Witness my hand and official seal.

Notary Public

My commission expires:

{ Signature Page to Assessment and Financing Agreement }

SCHEDULE I SCHEDULE OF DEFINITIONS

“*Agreed Calculation Date*” has the meaning given such term in *Schedule of Financing Terms* set forth in *Schedule II*.

“*Agreement*” has the meaning given such term in the Preamble.

“*Assessment Lien*” means the special assessment lien levied against the Property as contemplated in the CoPACE Act at C.R.S. 32-20-107(1), that is senior to all private encumbrances on the Property, pari passu with all other special assessment liens and junior to the lien for ad valorem taxes imposed on the Property by the County as further described in Recital D.

“*Assignee*” has the meaning given such term in Section 4.12(a).

“*Assignment*” means the assignment by the Capital Provider of the CoPACE Financing by written assignment form substantially in the form attached hereto as *Exhibit E*.

“*Budget*” has the meaning given such term in Section 3.07.

“*Capital Provider*” has the meaning given such term in the Preamble.

“*Closing Date*” has the meaning given such term in Section 2.05.

“*Completion Certificate*” has the meaning given such term in Section 2.06(c).

“*Completion Date*” has the meaning given such term in Section 2.06(c).

“*Construction Contract*” means the Construction Contract for the construction of the New Energy Improvements between the Property Owner and the Contractor dated {_____, 20____}.

“*Construction Period*” has the meaning given such term in Section 2.06(b).

“*CoPACE Act*” means the New Energy Jobs Creation Act of 2010, as amended, codified at C.R.S. 32-20-101 et seq.

“*CoPACE Financing*” has the meaning given such term in Section 2.01.

“*CoPACE Financing Advance*” means an advance of the CoPACE Financing pursuant to the terms and conditions of this Agreement.

“*CoPACE Program*” has the meaning given such term in Recital A.

“*CORA*” has the meaning given such term in Section 6.09.

“*County*” has the meaning given such term in Recital E.

“*County Records*” means the records of the Clerk and Recorder for the County.

“*District*” has the meaning given such term in the Preamble.

“*Event of Default*” has the meaning given such term in Section 5.01.

“*Excess Funds*” has the meaning given such term in Section 2.07.

“*Failure to Close Fee*” has the meaning given such term in Section 2.06(f).

“*Indemnified Party*” has the meaning given such term in Section 4.10.

“*Insolvency Event*” means the Property Owner has (i) consented to the appointment of a conservator or receiver or liquidator in any insolvency, bankruptcy, readjustment of debt, marshalling of assets and liabilities or similar proceeding or of relating to the Property Owner or relating to all or substantially all of such Property Owner’s property; (ii) failed to pay its debts as they become due and such failure has not been cured within thirty (30) days of the event; (iii) admitted in writing its inability to pay its debts as they become due, (iv) filed a petition to take advantage of any applicable insolvency or reorganization statute, (v) made an assignment for the benefit of its creditors, (vi) has filed against it a petition for involuntary bankruptcy or some other involuntary insolvency proceeding which is not dismissed within thirty (30) days, or (vii) voluntarily suspended payment of its obligations.

“*Lender Consent*” means the written consent and subordination of the holder of a mortgage recorded against the Property to the CoPACE Financing in substantially the form attached hereto as Exhibit D.

“*New Energy Improvements*” means those improvements to the Property specified in the Construction Contract attached as Exhibit C and in the Application, each of which meets the requirements of the CoPACE Act at C.R.S. 32-20-103(7) and the District’s Program Guidelines.

“*Outside Completion Date*” has the meaning given in the Schedule of Financing Terms set forth in Schedule II.

“*Participant*” has the meaning given such term in Section 4.12(b).

“*Party*” or “*Parties*” has the meaning given such term in Preamble.

“*Permits*” has the meaning given such term in Section 3.05.

“*Plans*” has the meaning given such term in Section 3.05.

“*Project*” has the meaning given such term in Recital F.

“*Property*” has the meaning given such term in Recital D.

“*Property Owner*” has the meaning given such term in the Preamble.

“*Repayment Start Date*” has the meaning given such term in Section 2.06(d).

Schedule I-2

“*Resolution*” means the Assessing Resolution approved by the District’s Board of Directors, as contemplated in the CoPACE Act at C.R.S. 32-20-106(3)(c).

“*Transaction Documents*” has the meaning given such term in Section 5.01(a).

SCHEDULE II TERMS OF FINANCING

- CoPACE Financing Amount:** \$ { _____ }, subject to, among other terms and conditions set forth in the Agreement, the Maximum LTV.
- Improvements:** The funds from the CoPACE Financing shall be used for the purpose of constructing those certain New Energy Improvements (the “**New Energy Improvements**”) authorized to be funded under the CoPACE Act. The New Energy Improvements shall be supported by an energy audit or other renewable energy feasibility study showing an expected energy and/or water cost savings satisfactory to the District. All such Improvements shall be affixed to the Property. The New Energy Improvements are generally described as follows:
{ _____ }
- Contractor:** { NAME OF CONTRACTOR }, a contractor licensed in Colorado who is an approved contractor under the CoPACE Act.
- Budget/Schedule:** The Improvements shall be funded from time to time pursuant to an approved Budget and pursuant to a construction schedule to be approved by CoPACE Capital Provider with an outside completion date of not later than { _____, 20__ } (the “**Outside Completion Date**”).
- Maximum LTV:** The CoPACE Financing Amount shall not exceed the lesser of { _____ } % of the fair market value of the Property, or the actual cost of the Project, including the costs of necessary equipment, materials, and labor, the costs of each related audit or feasibility study, and the cost of verification of installation.
- CoPACE Financing Term:** { Ten (10) to Twenty (20) } years. The CoPACE Financing shall be fully amortizing over the CoPACE Financing Term.
- Interest Rate:** The per annum interest (the “**Interest Rate**”) payable under the CoPACE Financing shall equal { _____ percent (____ %) }. Principal and interest payments shall be fully amortizing throughout the CoPACE Financing Term through annual Assessment Payments; provided, however, that any interest due with respect to the CoPACE Financing from the date of funding thereof by the CoPACE Capital Provider shall be capitalized or otherwise accrued to the Agreed Calculation Date and paid, together with any additional interest accruing from such Agreed Calculation Date, as set forth on the amortization schedule attached to this *Schedule of Financing Terms* as *Schedule II* beginning on the Repayment Start Date. The Interest Rate and payment methodology shall be agreed among the CoPACE Capital Provider and the Property Owner prior to the Closing Date

Schedule II-1

based upon the foregoing and shall be reflected in Schedule II attached hereto.

Default Interest: In the event Property Owner, fails to make any payments due and owing under Agreement when due, such **Default Amount** shall bear interest at the rate of { _____ percent (____%)} (the “**Default Rate**”), per annum, until such Default Amount is paid in full. Computations of **Default Interest** shall be based on a year of 360-days but shall be calculated for the actual number of days in the period for which **Default Interest** is charged.

Prepayment/Yield Maintenance: The CoPACE Financing Amount may not be prepaid, in whole or in part, without payment of a **Pre-payment Premium** based on the following schedule/formula:

{Pre-payment within five years
of the Repayment Start Date _____ 5% }

{Pre-payment after five years
of the Repayment Start Date
but within ten years of the
Repayment Start Date _____ 3% }

{Pre-payment after ten years
of the Repayment Start Date _____ 0% }

{or add Yield Maintenance
or other agreed
prepayment formula }

Capital Provider Expenses: On the Closing Date, Property Owner shall reimburse Capital Provider { \$ _____ } for payment of its attorneys’ fees, title insurance premiums and expenses, recording costs, and other expenses associated with the Closing of the transaction described in the Agreement. The Capital Provider Expenses are included in the CoPACE Financing.

Amounts payable to the District and County: On the Closing Date, Property Owner shall pay the following amounts to the District to reimburse the District and any County Expenses, if any, for their expenses in connection with the Agreement, which amounts are included in the CoPACE Financing and described in the schedule attached to the Resolution:

District Expenses: { _____ }
District Legal Expenses: { _____ }

Failure to Close Fee: {SPECIFY }

Upfront Reserves/Accounts: {Consider if any debt service reserves could be funded – for example, during construction.}

Agreed Calculation Date: The Agreed Calculation Date shall be the agreed date of _____, 20__.

Repayment Dates: Borrower/Property owner shall pay all taxes due on the Property in {a single payment due on April 30th of each calendar year and not one-half on the last calendar date in February and the other half on June 30th} {or} {two annual installments, the first being on the last calendar date in February and the other half due on June 15th of each calendar year and not in one payment due on April 30th} as set forth on the amortization schedule attached hereto and as set forth in the Resolution. It is a material term of the financing that the Borrower/Property Owner make such tax payments on the above agreed date(s) of each year.

Additional Requirements: The funds from the CoPACE Financing shall be subject to the following:

{_____}

{(a) Consider separate disbursement agreement and/or completion guaranty}

{(b) Financing statement provisions}

{(c) Confirmatory Note}

{(d) Warranties requirements}

{(e) DSCR provisions}

{(f) Equity/Loan-In-Balance Requirements. The amount of equity capital the Property Owner is obligated to contribute to the Project (the “**Owner’s Equity**”) and the amount of other funding sources (“**Non-CoPACE Financing**”) obtained for the Project are as follows: _____. In the event that the costs to complete the Project exceed the amount budgeted for such line item, then the Property Owner shall be required to fund such amounts to an escrow account for the benefit of the Capital Provider within ten (10) days following written notice from the Capital Provider notifying the Property Owner of the deficit (the “**Loan In Balance**”).}

Additional Property Owner Covenants: **Mortgage Liens.** Property Owner covenants that it will not further encumber the Property with any mortgages, deeds of trust,

or financing statements prior to the imposition of the Assessment Lien on the Property as a priority lien.

Maintenance of Environmental Attributes and Environmental Incentives. Property Owner shall obtain and maintain in force any and all applicable account(s), registration(s), filing(s), certification(s) and any other documents which may be necessary to properly maintain (a) any and all environmental benefits, air quality credits, emissions reductions, offsets, and allowances, any renewable energy credits or similar credits, any other tradable energy or environmental related commodity produced by or associated with the Project, (collectively, the “**Environmental Attributes**”); (b) any and all financial incentives, from whatever source, related to the construction, ownership, or operation of the Project, including, but are not limited to, (i) federal, state, or local tax credits, (ii) any other financial incentives in the form of credits, reductions, or allowances that are applicable to a local, state, or federal income taxation obligation, and (iii) other grants, rebates, or subsidies, including utility incentive programs, (collectively, the “**Environmental Incentives**”); (c) any and all current or future Environmental Attributes and Environmental Incentives or contracts for the sale of such Environmental Attributes and Environmental Incentives, howsoever presently entitled or designated or created in the future, produced or associated with the Project (collectively, the “**Collateral**”). Upon request from Capital Provider, Property Owner shall promptly provide copies of such documents, or any other evidence which Capital Provider may reasonably request, to Capital Provider.

Additional Property Covenants, Owner Representations and Warranties:

Insolvency Event. No Insolvency Event shall have occurred or is continuing with respect to the Property Owner. The Property Owner is not aware of any circumstances or conditions with respect to the Property Owner, its properties, the Project, the Property, the CoPACE Financing and the Assessment Lien.

Fraud. No fraud, error, omission, misrepresentation, negligence or similar occurrence with respect to the Property, Plans or Project has taken place on the part of the Property Owner or any other person, including, without limitation, to the best of Property Owner’s knowledge, any appraiser, title company, closing or settlement agent, realtor, builder or developer or any other party involved in the Property, Plans, or Project, that would impair in any way the rights of Capital Provider in the Property, Plans, or Project or that violated applicable law.

No Damage/Condemnation. The Property is undamaged by waste, vandalism, fire, hurricane, earthquake or earth movement, windstorm, flood, tornado or other casualty adversely affecting the value of the Property or the use for which the Property was intended and the Property is in substantially the same condition it was at the time the most recent appraisal was obtained. There is no proceeding pending or, to the knowledge of Property Owner, threatened for the total or partial condemnation of the Property. If there is a subsequent condemnation or taking then, if the Capital Provider determines (in its sole but reasonable discretion) that the Project can be so restored, then the rights and obligations of the District, the Capital Provider and the Property Owner subsequent to a taking by condemnation or imminent threat thereof and the disbursement of any condemnation proceeds actually paid to the Capital Provider and undisbursed CoPACE Financing Advances, shall be the same as described in the immediately preceding Section 4.08 with regard to insurance proceeds.

Legally Occupied. With respect to all Property lawfully occupied as of the date hereof, all inspections, licenses and certificates required to be made or issued with respect to all occupied portions of the Property and, with respect to the use and occupancy of the same, including but not limited to certificates of occupancy and fire underwriting certificates, have been made or obtained from the appropriate authorities.

**Insurance
Requirements:**

Insurance. The Property Owner shall provide to the District and the Capital Provider satisfactory evidence of current insurance policies on the Property and has provided evidence that such insurance shall be maintained in force during the term of the CoPACE Assessment. Such policies must be issued in form and content reasonably acceptable to the Capital Provider. Required insurance includes property insurance and, where and when applicable, builders risk or inland marine insurance and flood insurance. Property insurance shall be in an amount equal to the lesser of, as determined by the Capital Provider in its reasonable discretion: (a) the full replacement cost of the Property; (ii) the full value of the buildings located on the Property as determined by the Capital Provider in its sole discretion; (iii) or the principal amount of the CoPACE Assessment divided by 0.35. Property Owner must obtain flood insurance if the Property is or is deemed to be located in a Special Flood Hazard Area as determined by the U.S. Flood Emergency Management Agency:

(a) Each policy must provide for ten (10) days' prior notice to the Capital Provider in the event of cancellation or nonrenewal;

(b) each of the District and the Capital Provider must be named as an additional insured (mortgagee/loss payee) on all insurance policies required hereunder (and in the certificate holder box list “{Capital Provider}, ISAOA, ATIMA” and “Colorado New Energy Improvement District ISAOA, ATIMA”). The Property Owner hereby agrees to, upon request by the Capital Provider, provide the Capital Provider with updated certificates of insurance which endorse the required insurance policies and agrees to, upon request by the Capital Provider, add Capital Provider's assignees or successors in interest as loss payees and additional insureds must be named as an additional insured (to the extent possible and as their interests may appear);

(c) such insurance shall be maintained in force during the term of the CoPACE Financing. All insurance policies must be issued in form and content reasonably acceptable to District and the Capital Provider;

(d) should Property Owner fail to maintain required insurance, the Capital Provider shall have the right but not the obligation to obtain such required insurance in amounts and limits sufficient to protect the Capital Provider's interest, and Property Owner shall be obligated to pay Capital Provider for the cost of such insurance; and

(e) during the Construction Period, the Property Owner shall provide to the Capital Provider evidence of any additional insurance coverage required to be maintained pursuant to the Schedule of Financing Terms set forth as Schedule II.

(f) In the event of a casualty, neither the District nor the Capital Provider shall have any obligation to make additional CoPACE Financing Advances upon the occurrence of a casualty. In the event restoration of the Property is approved by the Capital Provider and the District, the Property Owner shall immediately proceed with the restoration thereof and shall restore the New Energy Improvements in accordance with the Plans or other similar plans approved by Capital Provider and the District. If, in the Capital Provider's judgment, said proceeds of insurance are insufficient to complete the restoration, the Property

Owner shall deposit with the Capital Provider such amounts as are necessary, in the Capital Provider's reasonable judgment, to complete such restoration. Disbursement of proceeds of insurance (plus any supplemental funds provided by the Property Owner) shall, at the Capital Provider's election (made by written notice to the Property Owner), be deposited with the Capital Provider and disbursed under an agreement for disbursement acceptable in all respects to the Capital Provider.

**Notice and Conditions
of Transfer of
Property by Property
Owner:**

Notwithstanding Section 4.14, in the event that the intended transferee of the Property has not been pre-approved by the Capital Provider, then the Property Owner shall provide sufficient information regarding the proposed transferee to the Capital Provider for Capital Provider to comply with its regulatory requirements (including, without limitation, those regarding 'know your customer') in writing, at least forty-five (45) business days prior to any transfer of title or interest in the Property or any reconstitution of the Property Owner ownership structure (the "Transfer Notice Period"). During and within the Transfer Notice Period, any potential transferee of the Property Owner or potential new owner of the Property (or any interest therein) must provide to the Capital Provider the information set forth in **Exhibit F** in form and substance satisfactory to the Capital Provider in its sole discretion. Similarly, in the event that there is any reconstitution of the Property Owner ownership structure, the reconstituted Property Owner must provide to the Capital Provider the information set forth in **Exhibit F** in form and substance satisfactory to the Capital Provider in its sole discretion.

**Recourse During
Construction:**

During the Construction Period, the Capital Provider shall have full recourse against the Property Owner for any and all amounts due hereunder, together with interest at the default rate and costs of collection, including reasonable attorneys' fees and costs incurred by the Capital Provider in the exercise of its remedies upon an Event of Default by the Property Owner hereunder. The nonrecourse provisions of Section 5.03 of the Agreement shall not: (i) constitute a waiver, release, limitation, or impairment of any obligation evidenced or secured by any of the CoPACE Transaction Documents; (ii) impair the right of the Capital Provider to name Property Owner or other party as a party defendant in any action or suit to enforce its rights, powers, and remedies upon the occurrence of an Event of Default; or (iii) constitute a prohibition against the Capital Provider to commence any appropriate action or proceeding in order for the Capital Provider to exercise its remedies against all or any portion of the collateral securing the CoPACE Financing. Notwithstanding the

foregoing, the limitation on recourse liability provided above SHALL BECOME NULL AND VOID, SHALL BE OF NO FURTHER FORCE AND EFFECT, AND THE PROPERTY OWNER SHALL BE FULLY LIABLE FOR THE FULL PAYMENT AND PERFORMANCE HEREUNDER, INCLUDING THE FULL AMOUNT OF THE OUTSTANDING BALANCE OF THE COPACE FINANCING, TOGETHER WITH ALL ACCRUED INTEREST (INCLUDING DEFAULT INTEREST AND COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEYS FEES AND COSTS) AND ALL SUMS ADVANCED BY THE CAPITAL PROVIDER PURSUANT TO THE TRANSACTION DOCUMENTS, IF:

(a) An Insolvency Event has occurred with respect to the Property Owner;

(b) the Property Owner commences any legal proceeding against the Capital Provider or the District seeking to recover damages or other affirmative recovery against the Capital Provider or the District, including any proceeding asserting claims based on any theory of lender liability; or contests or in any way interferes, directly or indirectly, with (A) any foreclosure action, other action or proceeding to exercise remedies hereunder; or (B) any other enforcement of the Capital Provider's rights, powers, and remedies under any of the Transaction Documents; or

(c) fraud or material misrepresentation of the Property Owner made in or in connection with the CoPACE Financing or Transaction Documents.

SCHEDULE OF FINANCING TERMS – AMORTIZATION SCHEDULE

Schedule II-9

4816-6599-7434.3

CoPACE Financing with Construction Disbursements [NEID FORM November 2018]

EXHIBIT A
PROPERTY DESCRIPTION

Exhibit A-1

EXHIBIT B
PROPOSED NEW ENERGY IMPROVEMENTS

Exhibit B-1

EXHIBIT C

FORM OF COMPLETION CERTIFICATE

All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them under that certain ASSESSMENT AND FINANCING AGREEMENT (the “**Agreement**”) dated 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 Colorado}, whose address is {INSERT ADDRESS} (the “**Property Owner**”), {CAPITAL PROVIDER NAME AND ADDRESS} (together with its assigns, nominees and/or designees, the “**Capital Provider**”) and the COLORADO NEW ENERGY IMPROVEMENT DISTRICT (the “**District**”), an independent body corporate and politic of the State of Colorado established under the CoPACE Act (as defined below). In accordance with the Agreement, the Property Owner hereby certifies to the Capital Provider that, effective as of _____, 20__ (the “**Effective Date**”):

1. The Clean Energy Improvements have been completed lien-free, in a good and workmanlike manner substantially in accordance with the plans and in compliance with all legal requirements.
2. The Clean Energy Improvements have been placed into service and the post-completion commissioning reports required by the District have been completed and copies thereof have been delivered to the Capital Provider and the District.
3. The Property Owner has complied with all requirements of the Agreement.
4. All Project Costs have been paid in full and {*either (choose one)*}{any additional amounts required to be paid for completion of the New Energy Improvements over and above the CoPACE Financing amount has been paid in full by the Property Owner} or {the amount of the CoPACE Financing amount funded by the Capital Provider to the Disbursement Account in excess of such Project Costs is \$_____ (such amount, the “**Excess Funds**”), which the Property Owner acknowledges will be utilized as provided in Section 2.07 of the Agreement}.
5. Upon execution by the Property Owner and Capital Provider, a copy of this Completion Certificate shall be provided to the District, as required by Section 2.06(c) of the Agreement.

IN WITNESS WHEREOF, the Property Owner has caused this Completion Certificate to be duly executed as of the day and year first written above.

PROPERTY OWNER

By: _____

Name/Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as
_____ of
_____.

Witness my hand and official seal.

Notary Public

My commission expires:

COMPLETION CERTIFICATE ACCEPTED AND APPROVED:

CAPITAL PROVIDER:

By: _____

Name/Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
 20____, by _____, as
 _____ of
 _____.

Witness my hand and official seal.

 Notary Public

My commission expires:

EXHIBIT D

FORM OF MORTGAGE HOLDER CONSENT TO COPACE ASSESSMENT

RECORDING REQUESTED BY)
WHEN RECORDED MAIL TO:)

_____)
_____)
_____)
Attn: _____)

Above Space for Recorder's Use

MORTGAGE HOLDER CONSENT TO COPACE ASSESSMENT

Date: _____

Mortgage Holder Address:

BANK NAME
BANK ADDRESS
BANK CITY, STATE, ZIP

Property/Loan Information:

PROPERTY ADDRESS
PROPERTY CITY, STATE, ZIP

Loan Number(s): (_____)

Property Owner:

OWNER NAME

This Mortgage Holder Consent to a CoPACE Assessment (this "Consent") is given by the undersigned entity (the "Mortgage Holder") with respect to the Loan defined below which is secured by the real property located in _____ County, Colorado (the "County") more specifically described on *Exhibit A* hereto (the "Property"), together with all improvements located thereon and certain personal property located on the Property as the same is more specifically described in the Deed of Trust defined below (collectively, the "Collateral").

RECITALS:

A. Mortgage Holder made a loan evidenced by a promissory note (the "Note") dated _____, ____ in the original principal amount of \$_____ (the "Loan") to (OWNER NAME, a _____ (IDENTIFY TYPE OF ENTITY), which Loan is secured, in part, by a Deed of Trust (the "Deed of Trust"), of even date with the Note given by Owner for the benefit of Mortgage Holder, and recorded on _____, ____, at Reception No. _____ in the real property records (the "Records") of the County (together with any other document executed by Owner in favor of Mortgage Holder and securing the Loan, the "Loan Documents,"

which term includes any and all extensions, consolidations, amendments, modifications and supplements to such documents).

B. Mortgage Holder is in receipt of written notice (the “Notice”) from the Owner that Owner intends to finance installation on the Property certain energy efficiency and/or renewable energy improvements that will be permanently fixed to the Property (the “Authorized Improvements”) by participating in the Colorado Commercial Property Assessed Clean Energy financing program (the “Program”), which is administered by the Colorado New Energy Improvement District (the “District”), an independent body corporate and politic of the State of Colorado created pursuant to C.R.S. § 32-20-104(1).

C. The County has elected to participate in the Program pursuant to C.R.S. § 32-20-105(3) and the Owner has applied for participation in the Program.

D. The Owner, upon receipt of this Consent, intends to select a capital provider approved for participation in connection with the Program (the “Qualified Capital Provider”), to fund amounts approved for the funding of the Authorized Improvements (the “Financing”) under the terms of an Assessment and Financing Agreement (the “Financing Agreement”) executed by the County, the Owner and the Qualified Capital Provider to be recorded with the Recorder against the Property. The Financing shall not exceed the principal sum of _____ dollars (\$_____).

E. Mortgage Holder understands that, as a result of the Financing Agreement, a resulting benefit assessment (the “CoPACE Assessment”) described in the Financing Agreement and identified in the Notice will be levied on the Property, and that the CoPACE Assessment will be reflected on the Property tax bill and collected in installments (along with the property taxes due for the Property) for repayment to the Qualified Capital Provider which has provided the Financing in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes.

MORTGAGE HOLDER CONSENT:

NOW, THEREFORE, IN REFERENCE TO THE ABOVE RECITALS (WHICH ARE INCORPORATED AS A MATERIAL PORTION OF THE AGREEMENTS HEREIN) AND FOR VALUABLE CONSIDERATION INCLUDING THE PROMISES AND COVENANTS CONTAINED HEREIN, THE UNDERSIGNED MORTGAGE HOLDER HEREBY CONFIRMS AND AGREES AS FOLLOWS:

1. Notwithstanding anything to the contrary contained in any of the Mortgage Holder Loan Documents, and subject to all of the terms, covenants and conditions set forth herein, Mortgage Holder hereby consents and subordinates the lien of its Deed of Trust to the Financing, not to exceed the principal sum set forth in Recital D above, and to Owner’s recording the Financing Agreement against the Property and to the placement of the CoPACE Assessment against the Property. The CoPACE Assessment and the Owner entering into the Financing Agreement shall not constitute a default under the Loan Documents.

2. The Loan Documents and the liens created thereunder shall be and the same are hereby made and shall continue to be subject to the CoPACE Assessment and the obligations created by the Financing Agreement and the terms, covenants and conditions contained therein.

3. This Consent shall not prohibit Mortgage Holder from pursuing any and all rights and remedies available at law or in equity to collect from Owner all amounts due to it under the Mortgage Loan Documents; on the condition, however, that such enforcement shall be subject to the payment of the CoPACE Assessment on an annual basis as set forth in the Financing Agreement until the CoPACE Assessment and all obligations under the Financing Agreement are paid in full through the collection thereof together with real property taxes due in connection with the ownership of the Property. Accordingly, Mortgage Holder shall have the right under the Program to cure any nonpayment by Owner of real property taxes and assessments (including the CoPACE Assessment) to the same extent as Mortgage Holder has a right to cure nonpayment of real property taxes before any lien therefor is foreclosed by the County treasurer.

4. The Mortgage Holder hereby acknowledges that Owner, the Qualified Capital Provider, the District and the County will rely on this Consent in accepting the Property into the Program. Mortgage Holder hereby represents that it is authorized to execute and deliver this Consent and abide by the terms and conditions set forth herein. This Consent shall be recorded in the County Records.

Dated this ___ day of _____, 20__.

MORTGAGE HOLDER:

By _____
Name _____
Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as
_____ of
_____.

Witness my hand and official seal.

Notary Public

My commission expires:

Exhibit D-4

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

EXHIBIT E
FORM OF ASSIGNMENT

COPACE CAPITAL PROVIDER ASSIGNMENT

This Assignment (“**Assignment**”), dated effective as of _____, 20__ (the “**Effective Date**”), is made by {CAPITAL PROVIDER NAME AND ADDRESS} (“**Assignor**”) to {NAME OF ASSIGNEE AND ADDRESS} (“**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 (\$10.00) and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor hereby ASSIGNS, BARGAINS, GIVES, SETS OVER, TRANSFERS and CONVEYS to Assignee all of Assignor’s rights, title, interest, obligations, and duties under the (i) Assessment and Financing Agreement by and among {Name of Property Owner} (“**Owner**”), the Colorado New Energy Improvement District (the “**District**”) and Assignor dated {_____} and recorded {_____} at Reception No. {_____} in the records of the {_____} County Clerk and Recorder’s Office (the “**Records**”) (the “**Assessment Agreement**”), (ii) the Resolution of the District recorded {_____} at Reception No. {_____} of the Records, and (iii) together with all Transaction Documents as defined in the Assessment Agreement (collectively, the “**CoPACE Documents**”), together with all of Assignor’s rights to receive payments payable in accordance with the CoPACE Documents arising on and after the date of this Assignment. The Assessment Agreement and Resolution constitute a lien on the property described in *Exhibit A* hereto (the “**Property**”) pursuant to Colorado Revised Statutes 32-20-101 et seq. (the “**CoPACE Act**”).

2. Assignor warrants that it is duly authorized to execute this Assignment, the CoPACE Documents are free and clear of all liens and encumbrances created by Assignor, and no party has any rights in or to acquire, or hold as security or otherwise, the CoPACE Documents.

3. Assignor and Assignee shall deliver this Assignment to the District. This Assignment shall be recorded in the Records.

4. From and after the date of this Assignment, Assignee hereby accepts all of Assignor’s rights, title, interest, obligations, and duties under the CoPACE Documents and agrees to be bound by its terms.

5. From and after the date of this Assignment, all notices, certificates or communications provided pursuant to the CoPACE Documents to Assignee shall be delivered as provided in the CoPACE Documents 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 Colorado. 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.

8. This Assignment shall be delivered to the District and recorded in the Records pursuant to the requirements of the Assessment Agreement.

{SIGNATURES ON FOLLOWING PAGE}

ASSIGNEE:

By: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as

_____ of

_____.

Witness my hand and official seal.

Notary Public

My commission expires:

EXHIBIT A

Property

EXHIBIT F

**INFORMATION REQUIRED BY THE CAPITAL PROVIDER FOR TRANSFER OF
PROPERTY**

In accordance with this Agreement, during and within the Transfer Notice Period, any potential transferee of the Owner or potential new owner of the Property (or any interest therein) must provide to the Capital Provider the information set forth below (and any other information requested by the Capital Provider in its sole discretion) in form and substance satisfactory to the Capital Provider in its sole discretion. In the event that there is any reconstitution of the Property Owner ownership structure, the reconstituted Property Owner must provide to the Capital Provider the information set forth below (and any other information requested by the Capital Provider in its sole discretion) in form and substance satisfactory to the Capital Provider in its sole discretion.

- 1) Beneficial Owners (Equity owner (25% or more of the equity interest) or Controlling Party (ies) for example CEO, CFO or Managing Partner);
 - a) Full Legal Name
 - b) Role (e.g. CEO/CFO)
 - c) Date of Birth
 - d) ID Number (Social Security Number or Individual Tax ID Number)
 - e) Residence Address (Street, City, State, Zip)
 - f) Country of Residence
 - g) If Equity Owner with 25% or more equity interest, all Equity Owners must provide information above and % of Ownership
- 2) Passport or driver's license for each Beneficial Owner
- 3) Address Validation
 - SS-4 Form (received from IRS)
 - Articles of Organization listing Entity address (Not the agent address, but principal address, entity location)
- 4) Entity Validation (One of the documents below):
 - Articles of Incorporation
 - Certificate of Good Standing
 - Certificate of Incorporation
 - Certificate of Registration
 - Government Issued Business License
 - Operating Agreement
 - Partnership Agreement
 - Trade register of Equivalent
 - Trust Agreement

5) Formation Validation (One of the documents below):

- Any account of the Customer with the Capital Provider including without limitation any Non Resident (Ordinary) (“NRO”) savings Account, Non Resident (External) (“NRE”) savings Account, NRE fixed deposit Account, NRO fixed deposit Account, Foreign Currency Non Resident (“FCNR”) deposits, RFC Accounts and such other NRO/ NRE/ RFC or FCNR accounts or their NRI variants like NRI Pro, NRI Premia and NRI Low Balance Account or such other variants as may be maintained by the Capital Provider.
- CDI Identification Number.
- CUIL Identification Number.
- CUIT Identification Number.
- Certificate of Amendment.
- Certificate of Formation.
- Certificate of Incorporation or equivalent.
- Certificate of Limited Partnership.
- Certificate of Organization.
- Certificate of Registration with Ministry of Commerce.
- Company Register.
- Government Company Registry or equivalent.
- Government-Issued Business License or equivalent.
- Non US Tax Certificate.
- Regulators website - screen print.
- Tax ID.
- Trade Register or equivalent.
- W-8BEN NRA Tax Documents.
- W-8ECI NRA Tax Documents.
- W-8EXP NRA Tax Documents.
- W-8IMY NRA Tax Documents.
- W-9 TIN Request and Certification.
- W9 2013 FATCA W-9 TIN Request and Certification Form.