

**C-PACE BENEFIT ASSESSMENT AND LIEN ASSIGNMENT AND
ADMINISTRATION AGREEMENT**

THIS C-PACE BENEFIT ASSESSMENT AND LIEN ASSIGNMENT AND ADMINISTRATION AGREEMENT (“**Agreement**”) is made as of the ____ day of _____, 2016, by and between the Connecticut Green Bank (“**Green Bank**”) and _____ (“**Capital Provider**”). Each of Green Bank and Capital Provider are sometimes referred to as a “Party” and collectively as the “Parties.”

BACKGROUND

1. The State of Connecticut has authorized a property assessed clean energy program for commercial or industrial properties (the “**Program**”) in Section 16a-40g of the Connecticut General Statutes, as amended (the “**Act**”). The Green Bank has implemented program guidelines in its role as state-wide program administrator for the Program pursuant to the Act (as may be amended from time to time by Green Bank, the “**Program Guidelines**”)

2. Pursuant to the Act, Green Bank has established the Program, Program Guidelines, approved appropriations to provide financing under the Program and entered into an agreement with the municipalities in which qualifying properties are located to provide for the filing of benefit assessments and benefit assessment liens (as hereinafter provided) against the qualifying properties on the land records of the municipalities to secure the repayment of the benefit assessments.

3. [Borrower legal name] (the “**Borrower**”) owns real property located in the State of Connecticut known as [Address] and more particularly described in the hereto attached Appendix E (the “**Property**”). In accordance with the requirements of the Program, Borrower proposes to renovate or retrofit the Property to increase energy efficiency or to install a renewable energy system to service the Property, which renovation, retrofit or installations will be permanently affixed to such Property (the “**Project**”) and has applied to Green Bank and the Capital Provider for financing the Project through that certain financing agreement by and between Borrower and Capital Provider (the “**Financing Agreement**”) and benefit assessment to be secured by a benefit assessment lien (the “**Benefit Assessment**”).

4. Green Bank has entered into an agreement with the City/Town of [Name], Connecticut (the “**Municipality**”), where the Property is located, to file a benefit assessment lien against the Property upon completion of the Project, or at an earlier date, in accordance with the Act, and has agreed to cooperate with the Capital Provider in order for the Capital Provider to provide financing under the Benefit Assessment to the Borrower on the terms and conditions set forth in the Financing Documents, as hereinafter defined. A true and correct copy of the executed agreement by and between Green Bank and Municipality has been provided to Capital Provider.

5. Capital Provider has entered into a Financing Agreement and any other associated documents with the Borrower (collectively, the “**Financing Documents**”) pursuant to which Capital Provider will advance funds for the Projects for the benefit of the Borrowers pursuant to the Financing Agreement.

6. Capital Provider desires Green Bank to file a Benefit Assessments against the Property, assign to the Capital Provider such Benefit Assessment and the related lien, and collect and receive for the benefit of Capital Provider the sums payable under the Financing Documents, the Benefit Assessments and the related lien and to remit the sums collected and received pursuant to the Financing Documents, the Benefit Assessments and the related lien to the Capital Provider as provided for herein.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. Assignment of Benefit Assessment and Benefit Assessment Lien.

(a) Within three (3) Business Days after the execution of this Agreement, the delivery of the documents described in Section 4 hereof and approval of the Project by Green Bank, Green Bank will provide notice to the Municipality and the Municipality will levy the Benefit Assessment and file a lien on the Property in an amount sufficient to pay the estimated costs of the Project, Financing Documents, and any associated costs (including financing costs) which will benefit the Property (the “**Benefit Assessment Lien**”). The Benefit Assessment Lien, materially in the form of Appendix A attached hereto, shall include a schedule of payments due and payable pursuant to the Benefit Assessment, the Financing Documents and the real property tax billing cycle of the Municipality. The Municipality shall assign to Green Bank all powers and rights under the Benefit Assessment Lien by filing an Assignment of Benefit Assessment Lien, materially in the form of Appendix B attached hereto, on the land records of the Municipality. The Green Bank will assign to Capital Provider all powers and rights under the Benefit Assessment Lien by filing an Assignment of Benefit Assessment Lien, materially in the form of Appendix C attached hereto, on the land records of the Municipality. Capital Provider is responsible for drafting and providing to Green Bank the completed Benefit Assessment Lien and any assignments of such lien for Green Bank’s or Municipality’s signature and recording on the land records of the Municipality. The principal of the Benefit Assessment Lien (inclusive of any financed closing costs or fees) will be [Amount] and xx/100 Dollars (\$[#]), the interest rate will be [Interest Rate] percent ([#]%) per annum and the term will be [Term] ([#]) years, as reflected in the payment schedule attached hereto as Exhibit F.

(b) The Capital Provider may amend the Benefit Assessment Lien to adjust the payment schedule of the Benefit Assessment in accordance with the terms of the Benefit Assessment, Benefit Assessment Lien and Financing Documents. In such event, the Capital Provider shall provide to the Green Bank an executed Confirmation and Amendment of Benefit Assessment Lien and Payment Schedule, attached hereto materially in the form of Appendix D, which shall include the payment schedule of the Benefit Assessment consistent with the terms of the Benefit Assessment, Benefit Assessment Lien and Financing Documents. Any request by the Capital Provider to amend the Benefit Assessment Lien to adjust the payment schedule of the Benefit Assessment in accordance with the terms of the Benefit Assessment shall constitute a certification by the Capital Provider that the representations and warranties contained in this Agreement continue to be true and correct as of the date of such Confirmation and Amendment of Benefit Assessment Lien. The Green Bank shall promptly file such Confirmation and Amendment of Benefit Assessment Lien and Payment Schedule on the land records of the Municipality. Any such Confirmation and Amendment of Benefit Assessment Lien and Payment Schedule must be

provided to Green Bank no less than sixty (60) days before the real property tax billing cycle in which the next payment is due pursuant to such Confirmation and Amendment of Benefit Assessment Lien and Payment Schedule. If a Confirmation and Amendment of Benefit Assessment Lien and Payment Schedule is provided to Green Bank less than sixty (60) days before the real property tax billing cycle in which the next payment is due then the recording of such filing and any amendments to the billing of the Benefit Assessment Lien shall not occur until after the real property tax billing cycle in which the next payment is due pursuant to the Benefit Assessment Lien as recorded on the land records at that time. Green Bank shall provide to Capital Provider filed copies of the Benefit Assessment Lien and any Confirmation and Amendment of Benefit Assessment Lien and Payment Schedule, promptly after receiving such recorded filings from the Municipality.

(b) The Capital Provider shall have and possess the same powers and rights at law or in equity as Green Bank and the Municipality and its tax collector would have had if the Benefit Assessment Lien had not been assigned with regard to the precedence and priority of such Benefit Assessment Lien, the accrual of interest and the fees and expenses of collection. The Capital Provider shall have the same rights to enforce such Benefit Assessment Lien as any private party holding a lien on real property, including, but not limited to, foreclosure and a suit on the debt. Costs and reasonable attorneys' fees incurred by the Capital Provider as a result of any foreclosure action or other legal proceeding and directly related to the proceeding shall be taxed in any such proceeding against each person having title to any property subject to the proceedings. Such costs and fees may be collected by the Capital Provider at any time after demand for payment has been properly made by the Capital Provider.

2. Green Bank's Warranties and Representations; Disclaimer.

(a) Warranties and Representations. Green Bank hereby warrants and represents that:

(i) Green Bank is a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut; and has full power and authority to enter into this Agreement and to carry out the terms and conditions contained herein;

(ii) no approval of, or consent from, any governmental authority is required for the execution, delivery or performance by Green Bank of this Agreement;

(iii) the execution, delivery and performance by Green Bank of this Agreement and the transactions contemplated hereby (A) do not contravene any provisions of law applicable to Green Bank, and (B) do not conflict and are not inconsistent with, and will not result (with or without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent under any credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, lease, guarantee or other instrument to which Green Bank is a party, by which Green Bank may be bound, to which Green Bank or its property may be subject, the Act or Green Bank's bylaws; and

(iv) this Agreement, the Benefit Assessment, the form of Benefit Assessment Lien attached hereto, and the Green Bank's role hereunder comply with the Act and the Program Guidelines. In the event of a conflict between this Agreement and the Act, the Act shall govern.

(b) Disclaimer. Except as set forth in this Section 2 or expressly provided in the Financing Documents: (i) Green Bank has not heretofore made, nor does it make by this Agreement, any representations or warranties with respect to the Property, including any warranty of title or any environmental matters, (ii) Green Bank makes no representation or warranty in connection with, and assumes no responsibility with respect to, the solvency, financial condition or statements of the Borrower, or with respect to the performance or observance by the Borrower of their obligations under the Financing Documents, after the date of execution of this Agreement and (iii) Green Bank makes no representation or warranty in connection with, and assumes no responsibility with respect to the accuracy or completeness of the Benefit Assessment Lien and any assignments or amendment thereof which are provided to Green Bank by Capital Provider for Green Bank's or Municipality's signature and recording on the land records of the Municipality.

3. Capital Provider's Warranties and Representations.

With respect to this Agreement, Capital Provider hereby warrants and represents that effective on the date on which Capital Provider executes this Agreement:

(a) (i) Capital Provider (A) is an entity (corporation, limited liability company, partnership) duly incorporated or organized, validly existing and in good standing under the laws of its state of incorporation or organization, and (B) has full power, and all licenses necessary, to own its properties to carry on its business as now being conducted and has full power to enter into this Agreement and to carry out the terms and conditions contained herein; and (ii) the execution of this Agreement on its behalf and its participation in the transaction specified herein and therein is in its ordinary course of business and within the scope of its existing corporate authority;

(b) there is no action, suit or proceeding pending against Capital Provider before or by any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair, the execution, delivery or performance by Capital Provider of this Agreement;

(c) no approval of, or consent from, any governmental authority is required for the execution, delivery or performance by Capital Provider of this Agreement;

(d) the execution, delivery and performance by Capital Provider of this Agreement and the performance by Capital Provider hereunder and the transactions contemplated hereby, (i) do not contravene any provisions of law applicable to Capital Provider, and (ii) do not conflict and are not inconsistent with, and will not result (with or without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent under any credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, lease, guarantee or other instrument to which Capital Provider is a party, by which Capital Provider may be bound, to which Capital Provider or its property may be subject, or Capital Provider's charter or bylaws;

(e) this Agreement constitutes the legal, valid and binding obligation of Capital Provider, enforceable against Capital Provider in accordance with its terms, except as limited by

applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws (including any applicable common law and equity) and judicial decisions which may affect the remedies provided herein;

(f) Capital Provider has independently and without reliance upon Green Bank conducted its own credit evaluation of the Borrower, reviewed such information as it has deemed adequate and appropriate and made its own analysis of the Financing Documents;

(g) Capital Provider has not relied upon any investigation or analysis conducted by, advice or communication from, nor any warranty or representation by, Green Bank or any agent or employee of Green Bank, express or implied, concerning the financial condition of the Borrower, or the tax or economic benefits of an investment in the Financing Documents;

(h) Capital Provider has had (or acknowledges by its execution of this Agreement, that Capital Provider will prior thereto have had) access to all financial and other information that it deems necessary to evaluate the merits and risks of an investment in the Financing Documents including the opportunity to ask questions, receive answers and obtain additional information from Green Bank and the Borrower necessary to verify the accuracy of information provided;

(i) Capital Provider acknowledges that Green Bank takes no responsibility for any financial information regarding the Borrower furnished to Capital Provider by Green Bank, and it or its authorized representatives acting on its behalf have such knowledge and experience in business and financial matters necessary to evaluate the merits and risks of an investment in the Financing Documents;

(j) Capital Provider is experienced in making investments in energy upgrade projects similar to the Project and Financing Documents and that it is financially able to undertake the risks involved in such an investment;

(k) Capital Provider acknowledges that the Financing Documents as well as any other documents signed by the Borrower and required by Green Bank in connection with this Agreement were executed by a duly authorized signatory of the Borrower;

(l) Capital Provider has independently and without reliance upon Green Bank conducted its own investigation to determine that Borrower owns the Property;

(m) The Benefit Assessment Lien and any assignment or amendment thereof which is provided to Green Bank by Capital Provider for Green Bank's or Municipality's signature is in compliance with the terms of the Financing Documents and this Agreement;

(n) Borrower and Capital Provider has obtained consent, to the Benefit Assessment in accordance with the Act, from all existing mortgage holder(s) which hold any mortgage secured by the Property; and

(o) Capital Provider has independently and without reliance upon Green Bank conducted its own investigation to determine that the Project meets the requirements of the Act and the Program Guidelines.

4. Delivery of Documents.

(a) As a condition to Green Bank's performance of its obligations with respect to this Agreement, all of the conditions precedent enumerated below must be satisfied (in Green Bank's reasonable discretion):

(i) Capital Provider shall have delivered to Green Bank all of the following, in form and substance reasonably satisfactory to Green Bank: (A) certified true and correct photocopies or pdf scans of the duly executed Financing Documents which directly relate to the Property, (B) a certified true and correct photocopy or pdf scan of this Agreement duly executed by Capital Provider and (C) a pdf scan of the completed Benefit Assessment Lien and any assignments of such lien for Green Bank's or Municipality's signature and recording on the land records of the Municipality;

(b) As a condition to Capital Provider's performance of its obligations with respect to this Agreement, all of the conditions precedent enumerated below must be satisfied (in Capital Provider's reasonable discretion):

(i) Green Bank shall have delivered to Capital Provider all of the following, in form and substance reasonably satisfactory to Capital Provider: (A) certified true and correct photocopies or pdf scans of the Benefit Assessment Lien and assignment of such lien to Capital Provider which directly relate to the Property and (B) a certified true and correct photocopy or pdf scan of this Agreement duly executed by Green Bank; and

(c) All of Capital Provider's, Green Bank's and Borrower's respective representations and warranties provided herein or in any of the Financing Documents shall be true and correct on the date of the execution of this Agreement.

5. Covenant.

(a) No Action. Green Bank and Capital Provider shall not, without the prior written consent of the other, take any action which impairs the rights of the other party (or its assignee or successor) with respect to the Financing Documents in and to which such covenanting party has no right, title or interest. Under no circumstances may Capital Provider file Uniform Commercial Code financing statements against Green Bank in connection with any of the transactions contemplated hereunder.

(b) Future Environmental Land Use Restriction(s). Capital Provider or any future assignee of the Benefit Assessment Lien or the Transaction Documents shall be bound by and irrevocably subordinated to any environmental land use restriction recorded against the Property on the land records of the Municipality pursuant to Conn. Gen. Stat. § 22a-133o.

(c) Ongoing Project Reporting and Disclosure. Capital Provider shall provide Green Bank with any information associated with the Project reasonably requested by Green Bank in its role as administrator of the Program, such as but not limited to: (i) written notice to Green Bank when the Project is complete, (ii) copies of any commissioning and/or measurement and verification reports associated with the Project, (iii) a utility data release authorization form signed by the Borrower, and (iv) any other information reasonably necessary to confirm that the Project meets all requirements of the Act and the Program Guidelines.

6. Tax and Indemnities

(a) Charges. Capital Provider shall pay any and all sales or use taxes or similar taxes, if any, that may be imposed by any federal, state or local government authority on any remittances made by Green Bank to the Capital Provider pursuant to this Agreement.

(b) Taxes. With respect to this Agreement, Capital Provider shall be solely responsible for, and shall indemnify, protect, defend, save and keep harmless, Green Bank and each of its affiliates, and their respective officers, directors, employees and agents (each an “Green Bank Indemnitee”) from and against any and all federal, state and local taxes, in each such case, to the extent any of the same are attributable to or otherwise assessed with respect to the period subsequent to the effective date of this Agreement, together with any assessments, penalties, fines additions to tax or interest related thereto, which at any time or from time to time may be imposed on, or asserted against, the Property (or any part thereof or any interest therein) or any Green Bank Indemnitee, by any federal, state, local or foreign government or taxing authority in connection with or relating to the Financing Documents or any of the transactions contemplated hereby and thereby.

(c) Notice of Claims. Each of Green Bank and Capital Provider agrees to notify the other party promptly after becoming aware of any taxes or claims, whether pending or threatened that is the subject of indemnification pursuant to this Section 6; provided, however, that the failure by either such party to so notify the indemnifying party will not in any manner affect such indemnifying party’s obligations under this Section 6, except to the extent, if any, the indemnifying party shall have been materially and adversely prejudiced by such failure.

7. Duties and Limitations.

The following provision shall apply except to the extent otherwise provided in the Financing Documents:

(a) Green Bank’s and Capital Provider’s Duties. It is the intent and purpose of the parties that Green Bank or the Municipality shall bill for, collect and receive for the benefit of Capital Provider the sums payable under the Financing Documents and the Benefit Assessment and Benefit Assessment Lien, but shall otherwise act at the written direction of Capital Provider with respect to all consents, waivers, rights and remedies available to the Capital Provider under such Financing Documents and Benefit Assessment. Unless Green Bank indicates in writing to Capital Provider, Capital Provider shall be responsible for all other servicing duties pursuant to the Financing Documents, such as, if applicable, obtaining insurance renewals and financial statements from the

Borrower and arranging for Property inspections. Green Bank shall promptly deliver to Capital Provider all notices, demands and similar items received by it relating to the Financing Documents.

- (i) In the event: (x) of an Event of Default under and as defined in the Financing Documents or an event which with the giving of notice or passage of time or both would constitute an Event of Default thereunder (any such event, an “**Event of Default**”); (y) Green Bank breaches any of its material obligations hereunder; or (z) upon thirty (30) days prior written notice from Green Bank or Capital Provider, and upon written notice by Capital Provider to Green Bank in the case of (x) or (y), Capital Provider may (and in the case of (z), shall) take over the billing and collection duties of Green Bank and, in such event, Capital Provider shall have the sole right, on behalf of Green Bank, to exercise any and all remedies available to it in connection with the billing and collection duties pursuant to this Agreement which are the subject of the Event of Default or notice. If Capital Provider takes over such billing and collection duties pursuant to this Agreement then the Green Bank shall have no obligations to bill or collect pursuant to this Agreement. In such event, the Capital Provider, in its sole capacity, shall continue such billing and collection for the term of the Financing Documents, however all payments made pursuant to the Financing Documents shall continue to be made to the Municipality’s tax collector. Capital Provider shall (1) promptly notify the Green Bank in writing of any agreement(s) with the Borrower for payment of any delinquent amounts pursuant to the Financing Documents and the Benefit Assessment, (2) promptly notify the Borrower in writing that all payments made pursuant to the Financing Documents, or any subsequent agreements for payment of any delinquent amounts, must be made to the Municipality’s tax collector, and (3) promptly notify the Green Bank in writing of any judicial proceeding(s) to enforce the Financing Documents and Benefit Assessment, including, but not limited to, foreclosure and a suit on the debt.
- (ii) In an Event of Default the Green Bank shall have no obligation to bill or collect from the Borrower; however Green Bank shall continue to work with the Municipality to send standard benefit assessment bills and delinquency notices to the Borrower. In an Event of Default, the Capital Provider may request, and Green Bank in its sole discretion may accept, Green Bank to pursue billing and collection of delinquent payments from the Borrower. If Green Bank agrees to provide billing and collection services to Capital Provider after an Event of Default has occurred then Capital Provider shall reimburse Green Bank for all costs, fees and expenses associated with such billing and collection services.
- (iii) If either party has actual knowledge of an Event of Default, it shall promptly notify the other party thereof.

(b) Payments. All monies received by Green Bank on the Financing Documents shall be held by Green Bank, or its designee, for the benefit of the Capital Provider for the purpose for

which they were paid, but need not be segregated in any manner from any other monies of Green Bank and may be deposited by Green Bank, or its designee, in any general account maintained by Green Bank or, its designee, (the “**Collection Account**”). Green Bank, or its designee, shall pay all moneys from Collection Account due from the Borrower under the Financing Documents within five (5) Business Days of receipt of such good funds in the Collection Account (each such date, a “**Payment Date**”), provided that Green Bank, or its designee, has collected payment in good funds from the Borrower or the Municipality, such as a received wire or cleared check. Notwithstanding the forgoing, if the applicable Payment Date is not a Business Day, then the Payment Date shall be deemed to be the next Business Day. As used herein, “Business Day” shall be deemed to mean any day other than a Saturday, Sunday or holiday in which Green Bank or Capital Providers are closed in Connecticut. Green Bank, or its designee, shall make such monies available to Capital Provider by wire transfer of such monies to Capital Provider at such account as Capital Provider may specify in writing from time to time. If Green Bank, or its designee, fails to make such payment (or any part thereof) to Capital Provider within five (5) Business Days of such Payment Date, Green Bank shall pay Capital Provider one percent (1%) interest per month on, and in addition to, the amount of such payment (or any part thereof) but not exceeding the lawful maximum, if any.

(c) Limitations of Liability. Green Bank undertakes to perform such duties and only such duties as are specifically set forth herein and no implied covenants or obligations shall be read into this Agreement against Green Bank. In performing its obligations hereunder, Green Bank shall use the same level of care as it uses for transactions in which it holds the entire interest for its own account, but shall not be liable to Capital Provider for any action taken or omitted to be taken by it hereunder or pursuant hereto, except for Green Bank’s failure to make sums available to Capital Provider as required under this Agreement or Green Bank’s gross negligence or willful misconduct. The duties of Green Bank shall be mechanical and administrative in nature and Green Bank shall not have by reason of this Agreement a fiduciary relationship with Capital Provider. Green Bank shall not be required to take any action if Green Bank shall have been advised by counsel that such action is contrary to law, the provisions of this Agreement or the provisions of the Financing Documents. As to any matters not expressly provided for by this Agreement, Green Bank shall not be required to exercise any discretion or take any action and in case of any question concerning its rights and duties hereunder, Green Bank may request written instructions from Capital Provider and refrain from taking action until it receives written instructions from Capital Provider. Green Bank shall be fully protected and have no liability to any person for acting or refraining from acting hereunder in accordance with the written instructions of Capital Provider. Green Bank shall, in the absence of knowledge to the contrary, be entitled to rely on any written instructions believed in good faith to be genuine and correct and to have been signed by an officer of Capital Provider.

8. Titling.

(a) Holder of Benefit Assessment. The Property described in the Financing Documents shall demonstrate that Municipality is the original holder of the Benefit Assessment that is contractually obligated to immediately assign such Benefit Assessment to Green Bank. Upon the assignment described in Section 1 hereof, Green Bank shall assign all of its interest in the Benefit Assessment and the Benefit Assessment Lien to the Capital Provider or its designee, such that the Capital Provider, or its designee, shall become the holder of the Benefit Assessment and Benefit

Assessment Lien upon the Property. Green Bank shall be responsible for promptly recording the assignment of the Benefit Assessment Lien in the applicable land records, with the costs of recording to be paid by Capital Provider.

(b) Appointment and Authorization. Green Bank shall take any actions reasonably requested in writing by Capital Provider relating to the Capital Provider being named as the holder of the Benefit Assessment and Benefit Assessment Lien relating to the Property.

9. Green Bank's Costs.

(a) Upon the execution of this Agreement Capital Provider shall pay Green Bank \$200 for Green Bank's duties and services provided pursuant to this Agreement, including but not limited to the filing and assignment, to Capital Provider, of the Benefit Assessment Lien. Any costs associated with filing any Confirmation and Amendment of Benefit Assessment Lien and Payment Schedule shall be paid by the Capital Provider. Additionally, the Capital Provider shall pay Green Bank \$25 per month (beginning with the month following the date of this Agreement) for Green Bank's duties and services provided pursuant to this Agreement for the term of the Benefit Assessment Lien, including but not limited to the collection of funds pursuant to such Benefit Assessment Lien, this monthly fee shall be collected by the Green Bank from the funds deposited in the Collection Account pursuant to the Benefit Assessment and Benefit Assessment Lien, before such funds are remitted to the Capital Provider pursuant to Section 7 of this Agreement. Any additional expenses incurred by Green Bank in connection with its performance of its duties obligations under this Agreement shall be borne by Capital Provider and Capital Provider shall reimburse Green Bank for any such out-of-pocket costs and expenses incurred by Green Bank.

(b) No provisions of this Agreement shall require Green Bank (i) to expend or risk its own funds except as necessary in the ordinary course of business as the statewide administrator of the Program or to perform its obligations under this Agreement or (ii) to otherwise incur any financial liability in the performance of any of its duties hereunder. Any expenses incurred by Green Bank in connection with any actions with respect to the Financing Documents to which Capital Provider has requested shall be borne by Capital Provider and Capital Provider shall reimburse Green Bank for any such out-of-pocket costs and expenses incurred by Green Bank.

10. Indemnity.

(a) Capital Provider agrees to indemnify and hold harmless Green Bank and any of its directors, officers, employees or agents, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgment, suits, costs, expenses, taxes or disbursements of any kind or nature whatever (including attorneys' fees) which may be imposed on, incurred by or asserted against any of them in any way relating to or arising out of any action taken or omitted by either or any of them pursuant to a breach by Capital Provider of this Agreement, to the extent not reimbursed by the Borrower, provided that Capital Provider shall not be liable to Green Bank for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgment, suits, costs, expenses or disbursements resulting from the gross negligence of willful misconduct of Green Bank or any of its directors, officers, employees or agents; and

(b) Green Bank shall indemnify and hold harmless Capital Provider, its successors and assigns, and all of its directors, officers, employees or agents, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgment, suits, costs, expenses or disbursements of any kind or nature whatever (including attorneys' fees) which may be imposed on, incurred by or asserted against any of them in any way arising out of or resulting from a breach by Green Bank of this Agreement or the gross negligence of willful misconduct of Green Bank or any of its directors, officers, employees or agents.

11. Miscellaneous.

(a) Assignment. Except as provided in this Agreement, neither party may assign or delegate its respective rights or obligations hereunder without the prior written consent of the other party which consent shall not be unreasonably withheld, provided that Capital Provider may assign this Agreement upon notice to Green Bank, any executed assignment of this Agreement by either Party shall be promptly provided to the other Party. Subject to the foregoing, this Agreement inures to the benefit of, is binding upon, and may be performed by, the successors and permitted assigns of the parties hereto, except that no assignment, pledge or other transfer of this Agreement by the Capital Provider (or its successors and assigns) shall operate to release the Capital Provider (or its successors and assigns) from any of its obligations under this Agreement unless Green Bank (or its successors and assigns) consents in writing to the assignment, pledge or other transfer and expressly releases the Capital Provider (or its successors and assigns) from its obligations thereunder. If the Benefit Assessment Lien is assigned, pledged or otherwise transferred by the Capital Provider (or its successors and assigns) then this Agreement shall also be assigned to the assignee and holder of the Benefit Assessment Lien.

(b) Notices. All notices and other communications hereunder shall be in writing, personally delivered or sent by facsimile or certified mail, return receipt requested, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party; and shall be effective from the date of receipt.

(c) GOVERNING LAW. THIS AGREEMENT AND EACH SPECIFICATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CONNECTICUT (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

(d) Entire Agreement. This Agreement and the Assignment and the Notice constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

(e) Titles. Section titles are for convenience of reference only and shall not be of any legal effect.

(f) Further Assurances. The parties further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their respective reasonable best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for implementing the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request.

(g) Not an Extension of Credit. This Agreement constitutes an assignment of future Benefit Assessments and their related Benefit Assessment Liens and shall in no way be construed as an extension of credit by Capital Provider to Green Bank. In the event of an insolvency of Green Bank, Green Bank shall not claim any such Benefit Assessment or its related Benefit Assessment Lien as an asset of its estate, the parties hereto acknowledging that their intent is to treat assignment as a transfer of Green Bank's right, title and interest in and to any such Benefit Assessment and its related Benefit Assessment Lien as they relate to the Property.

(h) Transaction Expenses. Each of Green Bank and Capital Provider shall bear and be responsible for its own costs and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and any other agreements, documents, certificates and instruments relating hereto, and it shall not have any right of reimbursement or indemnity for such costs and expenses as against the other party.

(i) Counterparts. With respect to each of this Agreement, the Notice and any of the other documents to be delivered pursuant to this Agreement, each such agreement may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

(j) Survival. The respective representations and warranties of Green Bank and Capital Provider contained in this Agreement shall survive the termination of this Agreement.

(k) Recitals. Both parties agree that all of the recitals are hereby incorporated herein and are acknowledged as being true and correct.

(l) Waiver of Jury Trial. GREEN BANK AND CAPITAL PROVIDER HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY OF THE FINANCING DOCUMENTS, ANY DEALINGS BETWEEN GREEN BANK AND CAPITAL PROVIDER RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN GREEN BANK AND CAPITAL PROVIDER. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS,

SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY SPECIFICATION OR THE FINANCING DOCUMENTS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(m) Authorized Representatives. Capital Provider shall provide a list of authorized representatives on whose instructions and directions Green Bank may rely until such time as an updated list has been provided, as set forth on Exhibit G hereto.

12. State Contracting Obligations.

(a) Capital Provider understands and agrees that Green Bank will comply with Conn. Gen. Stat. Sections 4a-60 and 4a-60a. Capital Provider agrees to comply for the period of performance with the state contracting obligations in this Section 12. For purposes of this Section 12, Contractor and Capital Provider shall have the same meaning and Contract and Agreement shall have the same meaning.

Conn. Gen. Stat. § 4a-60(a):

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections

46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.”

Conn. Gen. Stat. § 4a-60a(a):

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.”

(b) Nondiscrimination Certification. Capital Provider represents and warrants that, prior to entering into this Agreement, Capital Provider has provided Green Bank with documentation evidencing Capital Provider’s support of the nondiscrimination agreements and warranties of the statutory nondiscrimination sections, above. A form of the Nondiscrimination Certification to be signed by the Capital Provider is attached.

(c) Occupational Safety and Health Act Compliance. Capital Provider certifies it (1) has not been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the date of the Agreement, provided such violations were cited in

accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) which has not received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the date of the Agreement.

13. Limitation on Recourse.

All liabilities and obligations of (i) Green Bank under this Agreement are subject and limited to the funding available under Connecticut law and (ii) Capital Provider under this Agreement are limited to its assets and no officer, director, employee, partner, investor or shareholder shall have any personal liability for such liabilities or obligations.

14. Freedom of Information Act.

Green Bank is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). This Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. Sections § 1-210(b) and § 16-245n(d).

Because only the particular information falling within one of these exemptions can be withheld by Green Bank pursuant to an FOIA request, Capital Provider should specifically and in writing identify to Green Bank the information that Capital Provider claims to be exempt. Capital Provider should further provide a statement stating the basis for each claim of exemption. It will not be sufficient to state generally that the information is proprietary or confidential in nature and not, therefore, subject to release to third parties. A convincing explanation and rationale sufficient to justify each exemption consistent with General Statutes §1-210(b) and § 16-245n(d) must be provided.

Capital Provider acknowledges that (1) Green Bank has no obligation to notify Capital Provider of any FOIA request it receives, (2) Green Bank may disclose materials claimed by Capital Provider to be exempt if in its judgment such materials do not appear to fall within a statutory exemption, (3) Green Bank may in its discretion notify Capital Provider of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but Green Bank has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (4) Capital Provider will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall Green Bank or any of its officers, directors, or employees have any liability for the disclosure of documents or information in Green Bank’s possession where Green Bank, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

CONNECTICUT GREEN BANK

[NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPENDIX A

FORM OF CERTIFICATE OF LEVY AND LIEN OF BENEFIT ASSESSMENT

The undersigned Tax Collector of the _____, Connecticut ("Municipality"), with an office at _____, Connecticut, for and on behalf of the Connecticut Green Bank (the "Green Bank"), formerly known as the Clean Energy Finance and Investment Authority, with an office at 845 Brook Street, Rocky Hill, Connecticut 06067, pursuant to the Commercial Property Assessed Clean Energy Program established under Connecticut General Statutes Section 16a-40g, as amended (the "Act"), and the Municipal Agreement between the Municipality and Green Bank dated _____, HEREBY LEVIES A BENEFIT ASSESSMENT AGAINST AND LIEN UPON certain real property commonly referred to as _____ and described more particularly in the attached **Exhibit A** (the "Property"), situated in the Municipality and owned on the date hereof in whole or in part by _____ (the "Property Owner"), said levy and lien shall secure the repayment of financing for energy improvements made or to be made to the Property pursuant to that certain Financing Agreement between Property Owner and Greenworks Lending, LLC dated _____, as may be amended (the "Financing Agreement"). This levy and lien are subject to the terms and conditions of the Financing Agreement and are made in accordance with the Financing Agreement. Upon the transfer or conveyance of the Property, each subsequent owner of the Property, by accepting title to the Property, assumes and agrees to perform all of the obligations and covenants set forth herein and in the Financing Agreement and each other document referenced therein, including, but not limited to, making the installment payments described below, from and after the date such owner acquires title to the Property. The amount and repayment of said levy and lien, as determined by Green Bank and provided to Municipality, are as follows: an installment payment plan is in effect for payment of the benefit assessment, and is based on the principal amount of the benefit assessment of \$_____, with interest thereon at a fixed rate equal to ____% per annum, plus any capitalized interest or any additional fees and expenses pursuant to the Financing Agreement, with installments of principal and interest due and payable pursuant to the Financing Agreement[, all as set forth in the attached **Exhibit B**]. [Pursuant to the Financing Agreement, the final installment payment plan and maturity date of the levy and lien shall be provided to the Municipality by the Green Bank and filed on the Land Records of the Municipality.] In the event that any such installment shall remain unpaid for thirty days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid installment(s) at the rate of 18% per annum, as provided by the Act and by law. At such time as the principal and interest payments of the benefit assessment have been satisfied and paid in full, a release of this Certificate shall be filed in the Land Records of the Municipality evidencing such release.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the Act to evidence a lien for the benefit assessment levied upon the Property for the special benefits conferred upon said Property by the renovation or retrofitting for energy improvements related thereto. Pursuant to the Act, this lien shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over this lien. For the purposes of this lien, the Green Bank and any future successors, assigns or heirs of such lien shall be bound by and irrevocably subordinated to any environmental land use restriction recorded on the land records of the Municipality pursuant to Conn. Gen. Stat. § 22a-133o after this lien is filed on the land records of the Municipality.

The portion of this Certificate which constitutes a levy of benefit assessment and notice of installment payment of benefit assessments is filed pursuant to the provisions of the Act and the Connecticut General Statutes, as amended. This Certificate and the levy and lien set forth herein shall run with the land and shall be binding upon Property Owner and its heirs, executors, administrators, successors and assigns.

By order of the Tax Collector of the City/Town of _____.

Dated at _____, Connecticut this _____ day of _____, 2014.

Tax Collector

Received for Record: _____, 2014 at _____ A.M./P.M.

Recorded in the _____ Land Records at Volume _____, Page _____

City/Town Clerk

EXHIBIT A OF APPENDIX A

DESCRIPTION OF PROPERTY

[Insert legal description of Property]

[EXHIBIT B OF APPENDIX A]

[BENEFIT ASSESSMENT PAYMENT SCHEDULE]

DESCRIPTION OF PROPERTY

[Insert legal description of Property]

APPENDIX C

FORM OF ASSIGNMENT OF BENEFIT ASSESSMENT LIEN

KNOW ALL PERSONS BY THESE PRESENTS, that the CONNECTICUT GREEN BANK, (hereinafter referred to as "Assignor"), acting herein by Bryan T. Garcia, its President, pursuant to a C-Pace Benefit Assessment And Lien Assignment And Administration Agreement dated _____, 20___ (the "Agreement"), between the Assignor and _____ (hereinafter referred to as "Assignee"), in consideration of One Dollar (\$1.00) and other valuable consideration paid to Assignor by the Assignee, the receipt of which is hereby acknowledged, hereby quit-claims, grants, bargains, sells, conveys, assigns, transfers and sets over unto Assignee, without warranty covenants and without recourse (except as set forth in the Agreement), all of its right, title and interest in and to that certain benefit assessment lien and the debts secured thereby together with such interest, fees, and expenses of collection as may be provided by law, filed by the _____ Tax Collector and Assigned to Assignor on the _____ Land Records, on property owned on the date hereof in whole or in part by _____ and as described on **Exhibit A**, and also commonly referred to as _____, attached hereto and made a part hereof (the "Lien"), to have and to hold the same unto the said Assignee, its successor and assigns forever.

This Assignment is made, given and executed pursuant to the authority granted to Assignor by Connecticut General Statutes Section 16a-40g, as amended.

By execution of this Assignment, the Assignor assigns to Assignee, and the Assignee assumes, as of the effective date of the CITY/TOWN OF _____, a Connecticut municipal corporation's assignment of the Lien to the Assignor, all of the rights at law or in equity, obligations powers and duties as the Assignor would have with respect to the Lien, if the Lien had not been assigned with regard to precedence and priority of such lien, the accrual of interest, charges, fees and expenses of collection, pursuant to Connecticut General Statutes Section 16a-40g, as amended.

This Assignment by the Assignor is absolute and irrevocable and the Assignor shall retain no interest, reversionary or otherwise, in the Lien.

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

CONNECTICUT GREEN BANK,
Assignor

By _____
Bryan T. Garcia
Its President and CEO

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss.: Rocky Hill

On this the ____ day of _____, 20___, before me _____, the undersigned officer, personally appeared Bryan T. Garcia, President and CEO of the Connecticut Green Bank, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and that he acknowledged the same to be his free act and deed, before me, in his capacity as said President and CEO.

Commissioner of the Superior Court

EXHIBIT A OF APPENDIX C

DESCRIPTION OF PROPERTY

[Insert legal description of Property]

APPENDIX D

FORM OF CONFIRMATION AND AMENDMENT OF BENEFIT ASSESSMENT LIEN

AND PAYMENT SCHEDULE

_____ (the "Capital Provider") and _____ (the "Borrower") are parties to that certain Financing Agreement dated as of _____, 2015, as may be amended (the "Financing Agreement").

Pursuant to the Financing Agreement, the Borrower has renovated or retrofitted the property located at _____, Connecticut (the "Property"), in accordance with the requirements of the Program for which Capital Provider has provided the financing for through the Benefit Assessment Advance in the amount of \$ _____, which Benefit Assessment Advance has been converted into a Benefit Assessment against the Property; and

The Borrower is obligated to make benefit assessment payments required by that certain Certificate of Levy and Lien of Benefit Assessment (the "Benefit Assessment Lien") dated _____, 2015 and filed by the _____, Connecticut (the "Municipality") and recorded in the Land Records of the Municipality in Volume ____ at Page ____; which Benefit Assessment Lien was assigned by the Municipality to Green Bank pursuant to that certain Assignment of Benefit Assessment Lien dated _____, 2015 and recorded in the Land Records of Municipality in Volume ____ at Page ____; which Benefit Assessment Lien was assigned by Green Bank to Capital Provider pursuant to that certain Assignment of Benefit Assessment Lien dated _____, 2015 and recorded in the Land Records of Municipality in Volume ____ at Page ____.

Pursuant to the Financing Agreement, the Benefit Assessment Lien shall be repaid in accordance with the installment payment plan attached hereto as Schedule 1 (the "Payment Schedule"). The Payment Schedule is based on the principal amount of the Benefit Assessment of \$ _____, including any capitalized interest or any additional fees and expenses pursuant to the Financing Agreement, with interest thereon at the rate set forth in the Financing Agreement and with installments of principal and interest coming due as set forth in the Payment Schedule.

Except as amended and modified hereby, the Financing Agreement and the Benefit Assessment Lien shall continue unmodified and in full force and effect and each is hereby ratified and confirmed.
Dated this ____ day of _____, 2015.

[CAPITAL PROVIDER]

WITNESSES:

Print Name:

By: _____
Name:
Title:

Print Name:

STATE OF CONNECTICUT)
) ss. _____, 2015
COUNTY OF _____)

Personally appeared _____, the _____ of _____, a _____, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of said body politic and corporate, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

APPENDIX E

[Insert legal description of Property]

APPENDIX F

[Project Payment Schedule]

APPENDIX G

Authorized Representatives for [CAPITAL PROVIDER]

The following individuals are authorized to provide instructions and directions to Green Bank on behalf of the above named entity until such time as an updated list has been provided. Instructions may be provided via electronic mail and are valid so long as one of the individuals below are copied thereto.

Name: _____

Title: _____

Email: _____

Name: : _____

Title: _____

Email: _____

Name: : _____

Title: _____

Email: _____

Name: _____

Title: _____

Email: _____

Name: : _____

Title: _____

Email: _____

Name: : _____

Title: _____

Email: _____

Name: _____

Title: _____

Email: _____

Name: _____

Title: _____

Email: _____