

ASSESSMENT CONTRACT
REAL ESTATE COVENANT

THIS ASSESSMENT CONTRACT (hereinafter referred to as "Contract"), is made and entered into effective this ____ day of _____ 20____ (the "Effective Date") by and between The City of Fremont, a municipal corporation of the State of Nebraska (hereinafter referred to as "City"), as Governing Body for the **FREMONT AREA PACE DISTRICT**, a Nebraska clean energy district (hereinafter referred to as "Energy District"), **[PACE LENDER]**, a Nebraska _____ company (hereinafter referred to as "Lender"), and **[Property Owner]**, a Nebraska _____ company (hereinafter referred to as "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is the owner of certain real property located at **[PACE Property Location]**, in the City of Fremont, Nebraska as further described on Exhibit A attached hereto (the "Property"); and

WHEREAS, City has adopted Ordinance No. 5517 (hereinafter referred to as the "Ordinance"), an ordinance to enable the City to create a clean energy assessment district pursuant to Nebraska Revised Statute Sections 13-3201 to 13-3211, inclusive, and known as the "Property Assessed Clean Energy Act," (hereinafter referred to as the "Act"); and

WHEREAS, the Property Owner has obtained the written consent of all persons or entities that currently hold mortgage liens or deeds of trust on the Property, if any, to the Loan, as herein defined, and this Contract; and

WHEREAS, the Property Owner intends to make energy efficiency improvements (as such term is used in Neb. Rev. Stat. Sec. 13-3203(3) of the Act) at the Property, as described on Exhibit B attached hereto (the "Project"); and

WHEREAS, the Act provides that the energy efficiency improvements serve a public purpose in that (i) energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens, (ii) using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants, and by building the market for energy efficiency and renewable energy products, new jobs will be created for Nebraskans, and (iii) a public purpose will be served by providing municipalities with the authority to finance the installation of energy efficiency improvements and renewable energy systems through the creation of clean energy assessment districts; and

WHEREAS, the Lender has agreed to make a loan to the Property Owner in the amount of _____ No/100ths Dollars (\$_____.00) (the "Loan"), the proceeds of which will be used to fund the implementation of the Project; and

WHEREAS, the Act provides in part that “the obligations set forth in the assessment contract, including the obligation to pay assessments, are a covenant that shall run with the land and be obligations upon future owners of the qualifying property”; and

WHEREAS, the City has agreed to direct the Dodge County Treasurer to levy PACE Assessments, collect or cause the collection of the PACE Assessments, record such PACE Assessments as a lien on the Property, as allowed by the Act, and authorize direct payments on such PACE Assessments to the Lender to be applied to pay down the Loan, all as more particularly set forth herein; and

WHEREAS, the City is authorized to enter into this Contract pursuant to the Act.

NOW, THEREFORE, for and in consideration of the making of the Loan and the financing and collection arrangements between the Lender, the Property Owner and the City, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Lender, Property Owner and the City acknowledge and agree as follows:

1. Defined Terms. The words and phrases as specifically defined in Neb. Rev. Stat. Sec. 13-3203, as amended, or in the Ordinance shall have their defined meanings. The following capitalized terms used in this Contract shall have the meanings defined or referenced below or in the Recitals above:

“City Parties” shall have the meaning set forth in Section 14 hereof.

"County Treasurer" means the office of the Dodge County Treasurer.

"Installment" means the portion of the Loan Amount that is due on a particular date in a particular Tax Year as more fully described in Sections 2 and 5 hereof and shown on Exhibit C, as may be increased by the County Treasurer Fee, if applicable, pursuant to Section 5(a).

"Lender Parties" shall have the meaning set forth in Section 15(a) hereof.

"Liabilities" shall have the meaning set forth in Section 14(a) hereof.

"Loan" shall have the meaning set forth in the Recitals above.

"Loan Agreement" shall mean the loan agreement entered into between the Property Owner and the Lender.

"Loan Amount" means, as of any date of computation, the outstanding amount of all principal under the Note, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or fees or administrative expenses related to the Loan, including without limitation, the administrative fees set forth in Section 16 hereof and any and all other fees to be paid to County Treasurer,

the Lender, or any other party by the Property Owner in connection with the Loan.

“Loan Documents” shall mean the loan documents with respect to the PACE Loan entered into between the Property Owner and the Lender.

"Note" shall have the meaning given such term in the Loan Agreement.

"PACE Assessment" means a given annual PACE Assessment levied as an Assessment pursuant to Section 13-3205(7) of the Act.

"PACE Assessments" means more than one PACE Assessment.

“Project” means the planning, design, and installation of the energy efficiency improvements on the Property.

"Register of Deeds" means the office of the Register of Deeds for Dodge County.

"Tax Year" means the period from January 1 through the following December 31.

2. Payments. The Loan Amount shall be payable in semi-annual Installments on April 1 and August 1 of each Tax Year. The Loan shall bear interest, including default interest, at the rates set forth in the Note and payments shall be due under the Note and the Loan Agreement as more fully described therein and in Section 5 of this Contract, ending upon payment in full of the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note. The amounts of the Installments are based on a Loan Amount as of the date of this Contract of \$_____. The Loan shall be fully amortized over the term of the Loan, _____, and shall be repaid on the terms set forth in this Contract, the Loan Agreement and the Note. For each Tax Year during the term of this Contract, the Lender shall supply the Energy District with the amount of each Installment for such year by delivering a completed Lender Installment Certificate in the form attached hereto as Exhibit D on or before December 31 of such Tax Year. Should the Lender fail to deliver a Lender Installment Certificate on or before December 31 of any Tax Year, the Installments shall be presumed to be the same as the Installments for the applicable Tax Year as shown on Exhibit C, with any surplus or shortfall to be addressed by adjusting the amount of a subsequent Installments.

3. Consent to PACE Assessments.

(a) By entering into the Contract, the Energy District hereby agrees to enforce the PACE Assessments and impose the Installments as PACE Assessments pursuant to the Act. Upon execution of this Contract, the Energy District will cause this Contract to be recorded against the Property in the office of the Register of Deeds.

(b) The Property Owner hereby agrees and acknowledges: (i) that the Property is subject to the PACE Assessments, and further consents to the levy of the Installments; (ii) that Property Owner shall cause to be paid the Installments when due pursuant to the terms set forth in this Contract, the Loan Agreement and the Note; and (iii) that delinquent Installment(s) of the PACE Assessment can become a PACE lien under the Act.

4. Term. This Contract shall remain in full force and in effect until the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note have been paid in full.

5. Installments.

(a) During the term of this Contract, the PACE Assessments shall be paid directly to the Lender. The Property Owner and the Lender agree that the Lender may cause a payment to be made to the County Treasurer in addition to such Installments a fee in such amount as allowed by law (the "County Treasurer Fee").

(b) The aggregate amount of all PACE Assessments shall equal the cost of the energy project, interest, financing costs and fees described in the Loan Documents and this Contract, and all as permitted by the Act and as expressed in the Loan Amount, and any amount as needed to pay the County Treasurer Fee, as shown on Exhibit C attached and incorporated by this reference.

(c) The Property Owner hereby agrees to pay the PACE Assessment coming due on December 31 of each Tax Year in two equal installments, the first on or before May 1 and the second on or before September 1 of the year immediately following the date that the PACE Assessment came due. For clarity, and as an example, if a PACE Assessment comes due on December 31, 2020, the PACE Assessment payment for Tax Year 2020 shall be made as follows: (i) the first installment of one-half the PACE Assessment shall be due and payable on or before April 1, 2021, and delinquent on April 2, 2021, and (ii) the second installment of one-half of the PACE Assessment shall be due and payable on or before August 1, 2021, and shall be considered delinquent on August 2, 2021.

(d) The Property Owner hereby agrees to pay the property tax bills and Installments for the Property during the term of this Contract in a timely fashion so as to avoid any default on, or delinquency in such payment.

(e) If the Property Owner fails to pay all or part of any Installment when due, or fees or costs under the Loan Documents and this Contract, the parties hereto acknowledge and agree that (i) default interest on the unpaid amounts of the Installments and such fees and costs (which shall include, without limitation, any Prepayment Fee as defined in the Note) shall accrue in favor of the Lender as set forth in the Note, (ii) such default interest and fees

and costs shall be added to the PACE Assessments and shall be included as part of the Installments due thereafter unless and until all such accrued and unpaid default interest and such fees and costs are paid in full, and (iii) such default interest shall be in addition to any and all penalties and interest that may be imposed by or accrue in favor of the Energy District as a result of the Property Owner's failure to pay real estate or other property taxes or other assessments on the Property. In addition, Installments shall continue to be levied as PACE Assessments notwithstanding Property Owner's failure to pay all or part of any past Installment, such that the County Treasurer shall continue to levy PACE Assessments, including default interest to be paid to the Lender, until the Loan Amount, including all accrued and unpaid interest, is paid in full.

(f) The Property Owner hereby agrees and acknowledges that failure to pay any Installment of the PACE Assessments, or failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing in favor of the Lender on the amounts due, in addition to penalties and interest that may accrue in favor of the Energy District. In addition, the Energy District shall record a PACE lien on the Property as a result of any failure to pay when due (i) any payment required by the Note and Loan Documents or (ii) any Installment of the PACE Assessments. Furthermore, the Property Owner hereby agrees not to seek a compromise of any delinquent Installment.

(g) Any PACE Assessment imposed on the Property that becomes delinquent, including any interest on the PACE Assessment and any penalty, shall constitute a PACE lien against the Property until the PACE Assessment, including any interest and penalty, is paid in full.

6. Loan Amount; Prepayment.

(a) Subject to the terms and conditions in the Loan Documents, the Lender agrees to disburse to the Property Owner the Loan Amount.

(b) The Property Owner may only prepay the Loan as set forth in the Loan Agreement and Note. In the event of any permitted prepayment, the Lender shall certify to the Property Owner and the Energy District the aggregate amount due on the Loan, including principal, interest, fees and any Prepayment Fee as described in the Note, within thirty (30) days of receipt of a written request for prepayment from the Property Owner. If any prepayment is made to the Energy District, the Energy District shall certify to the Property Owner and the Lender any and all amounts collected by the Energy District and not yet remitted to the Lender within fifteen (15) days of receipt of a written request for prepayment by the Property Owner, as well as any administrative fees payable, but not yet collected, as of the anticipated prepayment date. To the extent that the Energy District has received any funds from the Property Owner prior to the Property Owner's requested date of prepayment, but has not yet remitted the same to the Lender, the Energy District shall remit the same to the Lender on or before the date of the Property Owner's requested date of prepayment. No prepayment shall be effective, and no funds paid by

the Property Owner or the Energy District will be applied to the Loan Amount, unless and until the Lender receives the full Loan Amount from the Energy District and the Property Owner. The Property Owner acknowledges that failure of the Energy District to remit any funds held by the Energy District on or prior to the Property Owner's requested date of prepayment may result in additional interest due in connection with such prepayment.

(c) Without the prior written consent of the Lender, which consent may be given or withheld in the Lender's sole discretion, the Loan may not be prepaid in part and, if such consent is given, any such partial prepayment must be made in strict compliance with the terms and conditions set forth in such written consent, which terms and conditions may include a prepayment penalty. Any partial prepayment in violation of this provision will not be accepted by the Lender. Notwithstanding the foregoing, the Property Owner shall not be deemed to have made a prepayment if the Property Owner decides to pay any Installment in full, as opposed to payment on an installment basis, for any given Tax Year, as applicable.

7. Collection of Installments: Payments to the Lender.

(a) The City shall follow reasonable and customary practices to cause the PACE Assessments to be levied, including assessing penalties and charging interest.

(b) All Installment payments shall be made directly to the Lender as the Lender shall direct.

(c) In the event of a failure of the Property Owner or its successors to pay any Installment of the PACE Assessments resulting in a PACE lien on the Property, the City agrees to exercise the remedies available to the City under the law, including referral of the matter to Dodge County for collection and/or foreclosure pursuant to the statutes applicable to the collection and enforcement of assessments by the County Treasurer.

8. Limitation on Other Obligations Payable. The Energy District will not issue or incur any obligations payable from the proceeds of the PACE Assessments nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon the PACE Assessments or the Installments, except for administrative fees as provided in this Contract, the Loan Agreement, or as allowed by the Act.

9. The Energy District Representations regarding Loan and Loan Documents. The Energy District hereby represents to the Lender and to the Property Owner that (i) it is and will be duly authorized under all applicable laws to execute this Contract, (ii) this Contract is and will be the valid and legally enforceable obligation of the Energy District, enforceable in accordance with its terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally, and (iii) this Contract and the dollar amount and all other

terms and conditions of the Loan as set forth herein, the Loan Agreement and the Note are in compliance with the provisions of the Act and the Ordinance. The Energy District shall at all times, to the extent permitted by law, defend, preserve and protect the PACE Assessments created by this Contract and all the rights of the Lender hereunder against all claims and demands of all other persons whomsoever.

10. Re-Levy of PACE Assessments. If the Energy District shall have omitted to cause the assessment or collection of any PACE Assessments when it is required by this Contract or by the Act or Ordinance to have done so, then the Energy District shall take all necessary steps to cause new PACE Assessments (equal in amount to those not assessed, levied or collected plus interest and penalties, if any, thereon) to be levied against the Property in addition to those PACE Assessments otherwise to be levied or assessed against the Property. If any PACE Assessment shall become uncollectible or unenforceable for any reason, including without limitation foreclosure, judicial decree or operation of law, then the Energy District shall take all necessary steps to cause a new PACE Assessments (equal in amount to the invalid PACE Assessments plus interest and penalties, if any, thereon) (“Replacement Assessments”), to be assessed and levied against the Property and the remaining PACE Assessments due and payable under this Contract shall be adjusted to reflect such Replacement Assessments and levy and Exhibits C and D hereto shall be amended to reflect such Replacement Assessments and levy.

11. Covenant that Runs with the Land. The Property Owner agrees that the obligations set forth in this Contract, including the obligation to pay the Installments, the PACE Assessments, each PACE Assessment itself, any Replacement Assessments, any PACE liens arising in connection with each PACE Assessment, and all charges and fees permitted under this Contract are collectively a covenant for the benefit of the City and the Lender that touches, concerns and shall run with the land that comprises the Property, and are obligations upon all future owners of the qualifying Property during the term of this Contract as set forth in Section 4. Upon the transfer of ownership of the Property, including, but not limited to, a sale pursuant to a foreclosure or a sale pursuant to the exercise of a power of sale under a deed of trust, the obligation to pay Installments and PACE Assessments shall run with the land comprising the Property.

12. Waiver of Strict Compliance on Lien Notices. The Property Owner waives, to the maximum extent permitted by law, compliance with the statutory notice requirements from the Lender to the City with regard to delinquencies under Section 13-3206 of the Act, or any amendment or replacement thereto, and agree that, with respect to any given delinquency where the notice provision has not been complied with, the Lender may redeclare the delinquency on a stated date to be determined by the Lender, give notice to the City as to such redeclared delinquency as provided by the Act which shall be treated for all purposes as if such redeclared delinquency was the initial delinquency, and the City shall thereafter file the lien provided for by the Act with respect to such PACE Assessment in the time period provided by the Act.

13. Prohibition Against Other Assessments. The Property Owner shall not, during the term of this Contract, enter into any other voluntary assessment contract

with the City, or cause, suffer or permit any other voluntary assessment to be levied against the Property without the prior written consent of the Lender.

14. Waiver of Claims Against the City.

(a) For and in consideration of the City's execution and delivery of this Contract, the Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under the Property Owner, hereby waives the right to recover from the City and any and all officials, agents, employees, attorneys and representatives of the City (collectively, the "City Parties"), and fully and irrevocably releases the City Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that the Property Owner may now have or hereafter acquire against any of the City Parties and accruing from or related to (i) this Contract, (ii) the disbursement of the Loan Amount, (iii) the levy and collection of the PACE Assessments and/or Installments, (iv) the imposition of the PACE lien of the PACE Assessments, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including any construction contracts, and (xiii) any other matter with respect to the Project (collectively, the "Liabilities"). This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which the Property Owner does not suspect to exist which, if known by Property Owner, would materially affect the Property Owner's release of the City Parties. Notwithstanding the foregoing, the Property Owner's release under this section shall not extend to Liabilities arising from the City's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by the Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by the Property Owner and the termination of this Contract.

15. Waiver of Claims Against the Lender.

(a) For and in consideration of the Lender's execution and delivery of this Contract, the Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under the Property Owner, hereby waives the right to recover from the Lender and any and all officials, agents, employees, attorneys and representatives of the Lender (collectively, the "Lender Parties"), and fully and irrevocably releases the

Lender Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that the Property Owner may now have or hereafter acquire against any of the Lender Parties and accruing from or related to the Liabilities, as defined above. This release includes claims, obligations, liabilities, causes of action and damages of which the Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by the Property Owner, would materially affect the Property Owner's release of the Lender Parties. Notwithstanding the foregoing, the Property Owner's release under this Section shall not extend to Liabilities arising from the Lender's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by the Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by the Property Owner and the termination of this Contract.

16. Administrative Fees.

(a) The Property Owner agrees to pay a one-time administration processing fee to the Energy District in the amount of 1% of the Project costs financed through the Loan (i.e., the Loan amount less all fees and expenses incurred in issuing the Loan), or Forty Thousand Dollars (\$40,000.00), whichever is greater. Such payment shall be included in the initial Installment.

(b) The Installments shall include an administrative fee to be collected by the Energy District in the amount of \$500 per Tax Year as of January 1st of each Tax Year. This fee shall be included, on an annual basis, in the Installments to be set forth on Schedule of Installments attached hereto as Exhibit C.

17. Project Completion. Upon completion of the Project, Property Owner will submit to the Energy District and the Lender a written certification from Property Owner and the contractor(s), if any, that performed the work incident to the construction and installation of the Project, stating the actual cost of the Project. If the actual cost of the Project is less than the Loan Amount advanced by the Lender, the Property Owner shall immediately repay to the Energy District the excess of the amount advanced over such actual cost of the Project and the Energy District shall remit the full amount thereof to the Lender.

18. Specific Acknowledgments of Property Owner. The Property Owner specifically attests and declares that:

(a) It has obtained an acknowledged and verified written consent and subordination agreement executed by each mortgage holder or trust deed beneficiary stating that the mortgagee or beneficiary consents to the imposition

of the annual assessment and that the priority of the mortgage or truest deed is subordinated to the PACE lien established in Neb. Rev. Stat. 13-3206,

(b) There are no delinquent taxes, special assessment, water or sewer charges, or any other assessments levied on the property; that there are no involuntary lines on the property; and that the Property Owner is current on all debt secured by a mortgage or trust deed encumbering or otherwise securing the property.

(c) There are no delinquent annual assessment on the qualifying property which were imposed to pay for a different energy project under the Act.

(d) There are sufficient resources to complete the energy project and that the energy project creates an estimated economic benefit, including, but not limited to, energy and water cost savings, maintenance cost savings, and other property operating savings expected during the financing period, which is equal to or greater than the principal cost of the energy project.

19. Notices. Any notice, demand, consent, approval, request, or other communication or document required or permitted to be given by a party hereto to another party shall be deemed to have been given when (i) delivered personally (with written confirmation of receipt); (ii) sent by telefacsimile to a fax number as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iii) sent by email to an email address as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iv) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested); or (v) received by the addressee, if sent by certified mail, return receipt requested, to the address set forth below:

If to Property Owner:

If to Lender:

with copy to:

If to the Energy District, to: PACE District Administrator
City of Fremont
400 E Military
Fremont, NE 68025

with copy to:

City Clerk
City of Fremont
400 E Military
Fremont, NE 68025

or to such other person or address as the Property Owner, City, Lender and the Energy District shall furnish to each other in writing.

20. Assignment or Sale by Lender. Property Owner and the Energy District agree that the Lender may, at its option, assign the Loan, and its rights and obligations under the Loan (including this Contract, the Note and the other Loan Documents), and Property Owner, the Energy District and the Lender acknowledge and agree that there are no limitations on the right of the Lender to assign its interests in the Loan.

21. Collateral Assignment of this Contract. The Energy District agrees that this Contract may be collaterally assigned by Property Owner to the Lender and its successors or assigns.

22. Supremacy. In the event of any conflict, inconsistency or ambiguity between the provisions of this Contract and the provisions of the Loan Agreement, the provisions of this Contract shall control.

23. Compliance with Laws. The Lender and Property Owner hereby agree to comply with all applicable federal, state and local lending and disclosure requirements and with the provisions of the Act.

24. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed a single agreement.

25. Amendment. This Contract may be amended only by a writing signed by the Property Owner, the Lender and the Energy District.

26. Severability. If any one or more of the provisions of this Contract shall be found to be invalid, illegal or unenforceable in any respect of to any extent, such finding shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.

27. Transferability. Property Owner, the Lender and the Energy District agree that the obligations of this Contract are covenants that shall run with the land and be binding on all future owners of the Property.

28. Effect of Subdivision of Property. No subdivision of the Property subject to this Contract shall be valid unless an amendment to this Contract divides the total PACE Assessments between the newly subdivided parcels pro rata to the special benefit realized by each subdivided parcel.

29. Non-Waiver. No waiver by Lender or Energy District of any default or breach of this Agreement or the shall operate as a waiver of any other default or of the same default on a future occasion.

30. Authorization. This Contract has been duly authorized by all necessary action by the Property Owner and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Property Owner, with any law, regulation, or court order that is applicable to the Property Owner in any way.

31. Modification of Contract. This Contract may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

[Signature Pages Follow]

LENDER:

[PACE LENDER], a Nebraska limited liability company

By _____
[Address], [Lender Contact]

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by [Name], personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument. He/she is the [Lender Contact] of [PACE Lender], a Nebraska limited liability company, for and on behalf of said [PACE Lender], and he/she acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Notary Public

FREMONT AREA PACE DISTRICT, a Nebraska
clean energy district

By: _____

District Administrator

On behalf of the City of Fremont, Nebraska, as
the governing body of the Fremont Area PACE
District

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument. She is the authorized signatory of the Fremont Area PACE District, a Nebraska clean energy district, for and on behalf of said Fremont Area PACE District, and he/she acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Notary Public

EXHIBIT A

Legal Description of Property

[Insert legal description].

EXHIBIT B

Description of Project

[Narrative]

EXHIBIT C

SCHEDULE OF INSTALLMENTS

The above Installments are based on the following assumptions:

1. All interest payable shall be calculated on the basis of a 360-day year, but shall be charged for the actual number of days elapsed, that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding Principal Balance, multiplied by the actual number of days the Principal Balance is outstanding.
2. There is no Installment due April 1, 20___. The amount shown above for such date represents capitalized interest.
3. The Lender disburses all Loan proceeds to the Property Owner (as defined in the Loan Agreement) on _____, 20___. Interest accrues from the date of disbursement at the interest rate described above. The Property Owner acknowledges that an amount equal to all interest that shall accrue from the date of disbursement until the date of the anticipated receipt of the initial Installment by Lender (April 1, 20___), shall be disbursed to Lender at Closing.
4. After the initial Installment, the Energy District will adjust the PACE Assessments and the subsequent Installments, if necessary, to reflect the actual PACE Assessments due pursuant to the Assessment Contract, as certified to the Energy District by Lender.
5. The above Installments shall include the County Treasurer Fee.

EXHIBIT D

Lender's Form of Installment Certification

Property Owner:
Property Tax Key: _____
Interest Rate: _____
Date of PACE loan: _____

Payment Date	Date of PACE Loan	Installment	Number of Installments Remaining	Outstanding Loan Amount as of date of Installment Certification
04/1/				
08/1/				
04/1/				
08/1/				
04/1/				
08/1/				
04/1/				
08/1/				
04/1/				
08/1/				
04/1/				
08/1/				
04/1/				
08/1/				
04/1/				
08/1/				
04/1/				
08/1/				
04/1/				
08/1/				