



[Property Owner's Name]

[Property Address]

Energy Efficient Equity

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Energy Efficient Equity

Thank you for choosing Energy Efficient Equity (“E3”), the smart choice for financing your home improvements.

The FPFA (Florida PACE Funding Agency) program is an innovative public-private partnership, designed to improve communities by providing low cost financing for energy, water and wind resistance improvements. The process is simple: work with your contractor to determine which improvements you want, E3 provides the financing and you make payments as part of your property taxes over the improvement’s useful life.

Instructions

1. Sign Financing Documents
2. Install Improvements
3. Sign Completion Certificate
4. Enjoy Your Improvements
5. Tell Your Friends!

Contact

Representative [Name]
Phone [Phone number]
Email [Email address]

Contents

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- Finance Agreement
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Application Summary

The Florida PACE Funding Agency (the "Agency") is a Florida special purpose local government that funds and finances energy conservation and efficiency improvements, renewable energy improvements and wind resistance improvements ("Qualifying Improvements"), in each case that are permanently affixed to a building or facility that is part of the property owner's real property. The Florida State Legislature has encouraged and authorized the Agency to provide this service to private property owners, characterizing it as a compelling state interest to voluntarily advance environmental and storm hardening goals in Florida. Qualifying Improvements can only be funded and financed upon the Agency and a private property owner entering into a Financing Agreement ("Financing Agreement"). The Agency is administered by a third-party administrator Counterpointe Energy Solutions (FL) LLC (the "Agency Administrator"). The Agency has engaged Energy Efficient Equity, Inc. as a program administrator (the "Program Administrator") to operate the property assessed clean energy (PACE) funding and financing program ("Program") under the Energy Efficient Equity, Inc. brand. Where the context permits, a reference to the Agency includes a reference to the Agency Administrator and/or the Program Administrator.

Each owner of record of real property (each, an "Applicant") is required to sign and submit this application (this "Application") to the Program Administrator. This Application is for residential properties.

The most important elements of the Program are described in this Application. More information about the Program can be found on the Program Administrator's NTD website at www.energyefficientequity.com or on the Agency's website at <https://www.floridapace.gov/>.

Property Owner Acknowledgements

By submitting this Application, we acknowledge and represent that we and any other owner(s) of the property which is the subject of this application (the "Property") meet these qualifications and we authorize Energy Efficient Equity Inc. to obtain a credit report for each of the property owner(s) and/or trustee(s) whose social security number is provided on this application to verify such representations.

- We are current on all property taxes for the Property and have not had any delinquencies in the last 3 years or since we took ownership, whichever is shorter.
- We are current on property-related debt.
- We are not aware of any involuntary liens, defaults or judgments on the Property.
- We are not party to an open bankruptcy proceeding and the property is not subject to a bankruptcy proceeding.
- The property is not subject to a reverse mortgage or similar financial instrument.
- Each applicant is an individual or private entity (that is no Applicant is a public or governmental entity).

WE VERIFY THAT WE HAVE READ AND UNDERSTAND THE ABOVE QUALIFICATIONS AND THAT ALL ARE TRUE.

By submitting this Application, we hereby declare under penalty of perjury under the laws of the State of Florida all of the following:

- That the information provided in this Application is true and correct as of the application date.
- We have access to the Program Handbook.

- We are applying to participate in the Program, have the authority, without the consent of any third party, to execute and deliver this Application, the Assessment Contract, and the various other documents and instruments referenced herein.

WE VERIFY THAT WE HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND THAT ALL ARE TRUE.

By submitting this Application, we acknowledge the following:

- We understand that the financing provided by the Program will be repayable through an assessment levied against the Property.
- We understand that an assessment lien will be recorded by the Program against the Property in the office of the County Recorder upon completion of the project described in the Assessment Contract.
- We understand that the property tax bill (which includes our assessments) for the Property will increase by the amount of these assessment installment payments as specified in the Assessment Contract.
- We understand, as with all tax and assessment liens, this lien will be senior to all existing and future private liens against the Property, including mortgages, deeds of trust and other security instruments.

WE VERIFY THAT WE HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND THAT ALL ARE TRUE.

We agree to the Website Terms of Use

Qualifying Improvements Must Be Approved; Costs Must Be Reasonable

Financing under the Program is available only for Qualifying Improvements and the Qualifying Improvements must be approved as part of the Application. Any work requiring a license under any applicable law to make a Qualifying Improvement must be performed by a contractor properly certified or registered pursuant to Part I or Part II of Chapter 489 (Florida Statutes). In addition, a property owner must engage a contractor registered with the Program (a "Participating Contractor") regardless of whether the work being performed requires a license.

It is the responsibility of the property owner to determine that all required building permits are in effect prior to the installation of the Qualifying Improvements. Property owners should speak with their contractors (or the building department if the property owner desires to self-install Qualifying Improvements) to determine if the installation of the Qualifying Improvements will require a Notice of Commencement to be filed, a building permit and/or inspection. The property owner and the contractor must represent in the Completion Certificate that all required building permits were obtained, and inspections were performed satisfactorily. The property owner or the contractor on the property owner's behalf is required to submit the documentation to the Program as a condition to a disbursement of funds.

The property owner or a Participating Contractor must contact the Program Administrator to identify the proposed improvements and the proposed labor, equipment, materials and any other costs and receive approval that the proposed improvements are Qualified Improvements and that the proposed labor, equipment, materials and any other costs are eligible under the Program and are reasonable. The Program will not finance any labor, equipment, materials and any other costs that have not been approved by the Program Administrator and included in the Financing Agreement, which is required by statute to evidence the assessment. Any change after the Financing Agreement has been signed must be approved by the Program Administrator.

Whenever a Notice of Commencement is required under Chapter 713, Florida Statutes, the property owner and contractor must comply.

Notice to Holders or Loan Servicers of any Existing Mortgages

At least thirty (30) days before entering into a Financing Agreement with the Agency, the property owner must provide to the holders or loan servicers of any existing mortgages encumbering or otherwise secured by the Property a notice of the property owner's intent to enter into a financing agreement together with the maximum principal amount to be financed and the maximum annual assessment necessary to repay that amount. The Program Administrator will send this notice on behalf of the Applicants after the Applicants provide the required information.

Financing Agreement Must Be Executed

Each Applicant must enter into a Financing Agreement and a Notice of Assessment with the Agency. The Financing Agreement evidences the imposition of a non-ad valorem assessment. The Financing Agreement has two exhibits attached to it. Exhibit A describes the approved Qualifying Improvements. Exhibit B provides a summary of the terms and Program Costs (see Section D.3. below) and a schedule of annual assessment installments and estimated annual collection cost. If there are any changes after the Financing Agreement is signed by the property owner and before the Financing Agreement or the Notice of Assessment is recorded, the Financing Agreement authorizes the Agency to amend the Exhibits to the Financing Agreement to comport with the changes. In addition to the Financing Agreement, the property owner will have to sign other agreements and documents described in this Application and the Financing Agreement. The property owner agrees that disbursement of the Project Cost shall be determined by the Completion Certificate.

Representations Regarding this Application and Participation in the Program Identity Verification

Each Applicant acknowledges that the Participating Contractor or the Program Administrator will collect information to verify his or her identity as required by law.

Other Important Documents Have Been Reviewed

Each Applicant understands that it is such Applicant's responsibility to receive, read and understand all documents comprising the Program, which, in addition to information on the Program websites, include (a) this Application; (b) the FHFA Disclosure Acknowledgement; (c) the Privacy Policy (www.energyefficientequity.com/privacy-policy); (d) the Terms of Use (www.energyefficientequity.com/terms-of-service); (e) the Federal E-SIGN Act Disclosure and Consent; (f) the Notice to Holder or Servicer of Mortgage; (g) the Financing Agreement; (h) the Notice of Right to Cancel; (i) the Notice to Proceed; (j) the Completion Certificate (k) the Notice of Assessment; (l) any Supplemental Notice of Assessment; (m) the Estimated Financing Summary (n) the Final Assessment Summary; and (o) the Florida Residential Properties Guidebook and the Florida Participating Contractors Guidebook

Has Had Opportunity to Ask Questions

Each Applicant has had an opportunity to ask Program representatives, and to seek Applicant's own legal counsel concerning, any questions that such Applicant has regarding the documents listed above. Each Applicant understands that every person or entity that is a record title owner of the Property will have to sign the Financing Agreement, among other documents, as a condition to the closing of the financing and to obtain funding.

Third Party Consents Have Been or Will be Obtained

Each Applicant has the authority, without the consent of any third party, to execute and deliver this Application and has or will have the authority, without the consent of any third party that has not been, or will not have been, obtained, to execute and deliver the Financing Agreement and all the other documents and instruments referenced in this Application or in the Financing Agreement.

Assessment Lien has Priority Over Private Liens

The assessment lien recorded by the Agency against the Property will be superior to all other titles, liens or mortgages, and is of equal dignity with property taxes and other governmental assessments.

Assessment Lien Includes Collection Costs

As with all property taxes and special or non-ad valorem assessment liens, the Applicant understands that, in addition to the assessment, the Annual Collection cost and any interest for late payments and costs of a tax deed sale will become a part of the assessment lien against the Property until all taxes and assessments are paid. This uniform method of collection required by statute requires that all real estate taxes and assessments must be paid at the same time and not separately.

FLORIDA PACE FUNDING AGENCY FINANCING AGREEMENT

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE ASSESSED PROPERTY DESCRIBED HEREIN AND SHALL BE BINDING ON THE PROPERTY OWNER (INCLUDING ALL PERSONS OR ENTITIES OF ANY KIND), AND ANY AND ALL SUCCESSORS IN INTEREST. BY TAKING SUCH TITLE, PERSONS OR ENTITIES WHO ARE SUCCESSOR SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS AGREEMENT TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS OR ENTITIES SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS AGREEMENT.

THIS FINANCING AGREEMENT is made and entered into as of the date when last signed below by and between the FLORIDA PACE FUNDING AGENCY, a legally existing public body corporate and politic within the State of Florida (the "Agency") and WT Legal Deed PO (collectively, the "Property Owner"), the record owner(s) of the real property identified on Exhibit A (the "Assessed Property"). This Agreement evidences a voluntary agreement by the Property Owner to obtain and to repay the funding and financing described in this Agreement as a non-ad valorem assessment against the Assessed Property and is required by law to accomplish such financing.

RECITALS

WHEREAS, the Agency is a public body corporate and politic and local unit of government duly organized and existing under the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Part I, Florida Statutes, as amended (the "Interlocal Act");

WHEREAS, pursuant to the Interlocal Agreement Relating to the Establishment of the Florida PACE Funding Agency dated as of June 21, 2011 between Flagler County, Florida, and the City of Kissimmee, Florida, effective on June 22, 2011, and as amended, supplemented, or restated from time to time (the "Charter"), the Agency provides and operates its property assessed clean energy ("PACE") funding and financing programs ("Program"), in accordance with and as authorized by Section 163.08, Florida Statutes (the "Supplemental Act"), to provide for a scalable statewide funding and financing for energy conservation and efficiency improvements, renewable energy improvements and wind resistance improvements to real property ("Qualifying Improvements") through the levy of special assessments (sometimes referred to as non-ad valorem assessments) authorized by the Supplemental Act and the issuance of its bonds secured by the revenues from such non-ad valorem assessments in order to serve the public interest;

WHEREAS, pursuant to the Charter, the Interlocal Act and the Supplemental Act, the Agency is authorized to levy assessments to fund and finance Qualifying Improvements;

WHEREAS, the Board of the Agency has duly authorized the issuance of one or more series of limited obligation improvement bonds from time to time, and one or more indentures for the purpose, among others, of financing or refinancing of Qualifying Improvements; and

WHEREAS, Property Owner has applied to the Agency to participate in the Program, and has agreed to freely and voluntarily subject the Assessed Property to a non-ad valorem assessment to provide for the acquisition, construction, installation and financing of the Qualifying Improvements described in Exhibit A.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties on behalf of themselves and their successors agree as follows:

SECTION 1. INCORPORATION OF PREAMBLE AND RECITALS

The preamble and recitals above are incorporated by reference herein and each of them is a material part of this Agreement.

SECTION 2. DEFINITIONS; EXHIBITS; ADDITIONAL DOCUMENTS

(A) Certain Capitalized Terms. As used in this Agreement, the following terms shall have the following meanings.

“Administrative Cost” means the costs incurred by the Agency in levying and servicing the Assessment and administering the Program, including, but not limited to, the fees and costs of the Agency and third parties engaged by or on behalf of the Agency related to the initial issuance and thereafter the servicing of the bonds, prepayment of the Assessment and redemption of the bonds.

“Agreement” means this Financing Agreement as amended, supplemented or modified from time to time.

“Agency” is defined in the preamble to this Agreement. Where the context permits, a reference to the Agency includes a reference to the Agency Administrator and/or the Program Administrator.

“Agency Administrator” means Counterpointe Energy Solutions (FL) LLC, the third-party administrator of the Agency.

“Annual Collection Cost” means, with respect to any Tax Year, the Collection Cost and any other Administrative Cost imposed by the Agency to service the Assessment and administer the Program. The estimated Annual Collection Cost is set forth on Exhibit B.

“Annual Payment” means, with respect to any Tax Year, the annual Assessment Installment, plus the Annual Collection Cost. The estimated Annual Payment is set forth on Exhibit B.

“Applicable Tax Roll Deadline” is defined in Section 3(B)(6) and is set forth on Exhibit B.

“Application” is defined in Section 6(W).

“Assessed Property” is the property subjected to a non-ad valorem assessment and is referenced in the recitals to this Agreement.

“Assessment” means the non-ad valorem assessment levied by the Agency hereunder against the Assessed Property pursuant to the Supplemental Act and collected pursuant to Section 197.3632, Florida Statutes, and as more particularly described in Sections 3 and 4, for the funding and financing of the Qualifying Improvements and the Closing Costs, together with interest thereon, and all Administrative Cost and Collection Cost associated therewith.

“Assessment Amount” is the Financed Amount plus the total amount of interest payable on such amount over the term of the Assessment. The Assessment Amount does not include the Collection Cost and any Administrative Cost that is not included in the Closing Costs.

“Assessment Installment” is defined in Section 3(A) and the amount of each Assessment Installment is set forth on Exhibit B.

“Assessment Prepayment Amount” is defined in Section 3(D).

“Assessment Summary” means the summary and explanation to be provided to the Property Owner concerning programmatic, financing and issuance costs associated with imposing, documenting, initially administering and funding the Assessment as of the Closing Date which (1) specifically includes a reference to the Assessed Property, a summary description of the Qualifying Improvements, the Official Records recording reference for the Financing Agreement (or the applicable Notice of Assessment), the Financed Amount, which includes Prepaid Interest or other Closing Costs, the interest rate, and the term of the Assessment, and (2) includes a reminder concerning when and how Annual Payments are made and collected, a brief summary of the costs and charges from the local tax collector, property appraiser or the Agency which may be associated with the annual administration and/or uniform collection process on the same bill as for property taxes, how to prepay the Assessment, and appropriate contact information for interacting with the Agency through the Program Administrator during the term of the Assessment.

“Charter” is defined in the recitals to this Agreement.

“Closing Costs” means the fees, costs and charges incurred in connection with the Assessment that are eligible for financing pursuant to Section 3(B). The Closing Costs are set forth on Exhibit B.

“Closing Date” means the date on which the Agency obtains the funds necessary to finance the Assessment by issuing its bonds.

“Completion Certificate” means each certificate in the form provided by the Program Administrator with respect to the Qualifying Improvements that is required to be executed and delivered to the Agency as a condition to the disbursement of funds pursuant to this Agreement.

“Collection Cost” means the collection costs associated with the collection of Annual Payments on the property tax bill, which costs may include charges for Administrative Costs, or charges imposed by the County property appraiser and tax collector pursuant to Section 197.3632, Florida Statutes, or its successor in function.

“County” means the political subdivision of the State of Florida designated as a county within whose geographic boundary the Assessed Property is located.

“Estimated Completion Date” means the date by which the Completion Certificate is estimated to be delivered to the Program Administrator if only one disbursement is contemplated by this Agreement or the first Completion Certificate if more than one disbursement is contemplated by this Agreement. The Estimated Completion Date is set forth on Exhibit B.

“Financed Amount” is defined in Section 3(A) as the Project Amount and Closing Costs being funded and financed as more particularly described therein and in Exhibit B.

“Interlocal Act” is defined in the recitals to this Agreement.

“Maximum Assessment Amount” is defined in Section 14(B) and is set forth on the initial Exhibit B attached to this Agreement at the time of the execution by the Property Owner.

“Maximum Project Amount” is defined in Section 14(B) and is set forth on the initial Exhibit B attached to this Agreement at the time of the execution by the Property Owner.

“**Milestones**” (if applicable) is described in Exhibit B where there is more than one disbursement pursuant to Section 5 and in the related Completion Certificate provided by the Program Administrator.

“**Notice of Assessment**” means the Notice of Assessment recorded in the Official Records that constitutes a summary or condensed memorandum of this Agreement.

“**Official Records**” means the official location for the recording of constructive notice of matters affecting real estate in the County.

“**PACE**” is defined in the recitals to this Agreement.

“**Prepaid Interest**” is defined in Section 3(B)(6) and is set forth on Exhibit B.

“**Project Amount**” means the amount of the cost of the Qualifying Improvements that is approved for financing under this Agreement and is set forth on Exhibit B.

“**Program**” is defined in the recitals to this Agreement.

“**Program Administrator**” means Energy Efficient Equity, Inc. and its successors and permitted assigns.

“**Property Owner**” is defined in the preamble to this Agreement.

“**Qualifying Improvements**” is defined in the recitals to this Agreement, must be installed on the Assessed Property, are more specifically described on Exhibit A and will be generally described in the Notice of Assessment.

“**Required Documents**” means the documents required to be delivered with a Completion Certificate. The Required Documents are identified in Exhibit B and in the related Completion Certificate provided by the Program Administrator.

“**Supplemental Act**” is described in the recitals to this Agreement.

“**Supplemental Notice of Assessment**” means the Supplemental Notice of Assessment recorded in the Official Records by the Agency that reflects one or more amendments to the terms and conditions of this Agreement.

“**Tax Year**” means the period from January 1 of a year through the following December 31 of that year.

“**Vendor**” means the contractor(s), dealers or other professionals engaged by the Property Owner to provide, deliver and install the Qualifying Improvements.

(B) Exhibits Defined and Incorporated.

“**Exhibit A**” means Exhibit A attached to this Agreement as it may be amended pursuant to the terms of this Agreement and is incorporated into this Agreement by this reference as if set forth in its entirety in this Agreement.

“**Exhibit B**” means Exhibit B attached to this Agreement as it may be amended pursuant to the terms of this Agreement and is incorporated into this Agreement by this reference as if set forth in its entirety in this Agreement.

(C) Contract Documents: The Table of Contents that the property owner receives as a part of the application package lists other documents to which the Property Owner or the Assessed Property are subject in connection with the Assessment and this Agreement.

SECTION 3. ASSESSMENT AMOUNT; USE OF PROCEEDS; ADMINISTRATIVE COST

(A) Assessment; Financed Amount and Payment of Assessment Amount. The Property Owner hereby consents and agrees to the imposition of the Assessment. The Financed Amount is equal to the sum of (1) the amount of the Qualifying Improvements described on Exhibit A that is being funded and financed, which amount is shown as the "Project Amount" on Exhibit B, plus (2) the amount of the closing costs described in Section 3(B) that is being funded and financed, which amount is shown as the "Closing Costs" on Exhibit B. The Agency will not provide financing under this Agreement in an amount in excess of the Financed Amount. Interest will accrue on the Financed Amount at the interest rate set forth on Exhibit B beginning on the Closing Date on the basis of a three hundred sixty (360) day year. Except as otherwise provided with respect to the Prepaid Interest and the Assessment Prepayment Amount, the Assessment Amount will be paid in installments of principal (representing the amortization of the Financed Amount over the period shown on Exhibit B) and interest on the unpaid Financed Amount at the rate set forth on Exhibit B (each, an "Assessment Installment"). Each Tax Year, the Annual Collection Cost will be added to the Assessment Installment and the resulting Annual Payment, as required by law, will be included in the Property Owner's tax bill pertaining to the Assessed Property. The Assessment will be satisfied by the payment of the Annual Payment for each Tax Year until the Assessment is paid in full unless the Assessment is prepaid in full.

(B) Financing the Closing Costs. In addition to financing the Project Amount, the Agency will finance the following amounts, which are included in the Financed Amount as Closing Costs on Exhibit B, from a portion of the proceeds of the bonds. If a particular category of Closing Costs is not applicable, Exhibit B will show the amount as zero (\$0.00). Closing Costs that the Property Owner elects to finance (i.e., add to the Financed Amount), rather than to pay, are sometimes referred to as capitalized costs.

- (1) Application Charge(s). These are charges paid to the Program Administrator or third parties to cover certain costs, for example an appraisal, in connection with the Application that the Property Owner has elected to capitalize.
- (2) Program Administration Charge. This one-time charge covers or defrays the Administrative Cost, including certain costs of the Agency, the Agency Administrator, the Program Administrator, bond counsel, special counsel, financial advisors, depositories, trustees and other entities responsible for Program administration, support and management.
- (3) Recording Fee. This one-time fee covers the cost of filing documents relating to the Assessment, including the Notice of Assessment and if required the Supplemental Notice of Assessment.
- (4) Reserve Fund Deposit. This one-time, non-refundable charge covers a deposit the Agency is required to make into a debt service reserve fund for the bonds.
- (5) Administrative Reserve Account Deposit. The initial, non-refundable charge by the Agency for a reserve for expenses of the bond trustee(s) and administrative and similar expenses.
- (6) Prepaid Interest. The Program Administrator's deadline for placing the Assessment on the property tax roll is shown on Exhibit B as the "Applicable Tax Roll Deadline". If the Closing Date occurs after the Applicable Tax Roll Deadline and before the following July 15th, then the Property Owner will be responsible to pay on the Closing Date prepaid interest from the Closing Date to the following July 15th ("Prepaid Interest"). If the Closing Date occurs from and after July 15th and on or before the Applicable Tax Roll Deadline, then there will be no Prepaid Interest charged to the Property Owner. The Property Owner may capitalize any such prepaid interest by electing to add the Prepaid Interest to the Assessment Amount as an additional Closing Cost.

(C) Annual Collection Cost. The Property Owner consents to, acknowledges, directs and authorizes the Agency to add to each Assessment Installment the Annual Collection Cost. Exhibit B shows the estimated Annual Collection Cost based on the best information available. Such estimated Annual Collection Cost is likely to increase or

decrease as any of the costs and expenses comprising the Collection Cost or Administrative Cost change in the future.

(D) Prepayment of the Assessment. The Assessment may be prepaid, in whole or in any amount of at least \$2,500, at any time upon the payment of (1) the amount of any delinquent Assessment Installments, together with statutory penalties accrued to the date of prepayment, plus (2) all or, subject to the minimum amount set forth in this subsection, a portion of the unpaid non-delinquent Financed Amount (the "Assessment Prepayment Amount"), plus (3) interest on the Assessment Prepayment Amount to the 15th day of the month occurring at least twenty (20) days following the date the prepayment is made, plus (4) the Annual Collection Cost and any additional associated Administrative Cost or Collection Cost, if charged by the Agency, for the cost of administering the prepayment and the early redemption of bonds.

(E) Absolute Obligation. The Property Owner hereby agrees that the Assessment will not be subject to reduction, offset or credit of any kind in the event that the Qualifying Improvements described on Exhibit A or otherwise fail to perform in any way or for any reason, the bonds secured thereby are refunded, or for any other reason.

SECTION 4. ASSESSMENT AND LIEN

(A) Property Owner acknowledges and confirms that upon the execution of this Agreement by the parties, the Assessment is imposed and levied, the Assessed Property is subject to a special non-ad valorem assessment levied against the Assessed Property pursuant to this Agreement, the Supplemental Act and applicable law, together with interest and all costs of implementation and collection associated therewith, and consents to the levy of the Assessment upon execution hereof as a governmental or municipal lien against the Assessed Property.

(B) The execution of this Agreement by the parties evidences the levy of the Assessment against the Assessed Property without any further action required by the parties.

(C) Upon recordation of this Agreement or the Notice of Assessment in the Official Records, the Assessment and each Annual Payment shall constitute a legal, valid and binding lien upon the Assessed Property, equal in rank and dignity with the lien of county taxes and assessments, superior in dignity to all other liens, titles and claims, until paid.

SECTION 5. DISBURSEMENT OF PROCEEDS

(A) Subject to the terms and conditions set forth herein, the Agency will impose the Assessment and cause or direct the disbursement of funds as set forth in Exhibit B and either the Completion Certificate or if there is more than one disbursement of funds the applicable Completion Certificate in accordance with the terms and conditions set forth in this Section 5, Exhibit B and such Completion Certificate.

(B) The Property Owner acknowledges that amount and terms and conditions of the disbursement(s) of the funds for the Project Amount are based on the representations made by the Property Owner regarding the Qualifying Improvements and the Property Owner's actual written arrangements with respect to the Qualifying Improvements, in each case determined acceptable to the Program Administrator.

(C) The Property Owner shall request written approval from the Program Administrator with respect to any changes to the matters described in Exhibits A or B or in any Completion Certificate before it is signed and returned, including, without limiting the generality of the foregoing:

- (1) changes to the approved Qualifying Improvements described in Exhibit A,
- (2) cost overruns in excess of the Maximum Project Amount or the Project Amount set forth in Exhibit B,
- (3) if there is more than one disbursement of funds, progress will not accomplish timely completion of the Milestones or delivery of the Required Documentation set forth in Exhibit B and Completion Certificate (if and as applicable), or
- (4) the Property Owner expects difficulty meeting the Estimated Completion Date set forth in Exhibit B.

The Property Owner acknowledges that failure to timely request and obtain prior written approval of any of the foregoing may jeopardize funding and financing to the Property Owner by the Agency.

(D) The Property Owner shall make any such request for changes in writing, which request shall specify the desired change or changes. The Program Administrator in its sole and absolute discretion may agree in whole or in part to the requested change or changes, subject to such terms and conditions (including, without limitation, the payment of its reasonable costs and expenses). If the requested change or changes are approved, a new Completion Certificate will be issued by the Program Administrator for any disbursement affected by such approval.

(E) Any agreement to any change by or on behalf of the Agency shall not be, and shall not be construed to be, a commitment to subsequently agree to any other changes thereafter.

(F) The Property Owner shall request a disbursement by submitting a completed Completion Certificate executed by the Property Owner and the Vendor, and providing the Required Documents described in such Completion Certificate or reasonably required by the Program Administrator. If the Qualifying Improvement involves more than one project and if there is more than one Vendor, then there may be one or more Completion Certificates required for each project. Submission of a Completion Certificate is an irrevocable request to make the related disbursement in accordance with the terms and conditions of this Agreement, including Exhibit B, and such Completion Certificate.

(G) If there is only one disbursement of funds, the funds will be disbursed on the Closing Date from the net proceeds of the bonds issued to fund the Assessment. If there is more than one disbursement of funds, the first disbursement will be made from the net proceeds of the bonds and the balance of the net proceeds from the bonds will be held by the bond trustee to fund the remaining Project Amount. If the Project Amount is not fully disbursed, then there will be a mandatory prepayment of the Assessment to the extent the Project Amount is in excess of the aggregate amount of the disbursement(s). Such excess will be applied as a mandatory prepayment of the Assessment Amount in the manner specified in Section 3(D).

(H) Following the disbursement, or the final disbursement if there is more than one disbursement, the Program Administrator will provide an Assessment Summary to the Property Owner.

SECTION 6. PROPERTY OWNER REPRESENTATIONS AND ACKNOWLEDGEMENTS

To induce the Agency to fund and finance the Qualifying Improvements in accordance with this Agreement, the Property Owner, by execution hereof, represents, warrants, acknowledges, consents and declares under penalty of perjury as follows:

(A) The Property Owner, and no other person, is vested with fee simple title of record to the Assessed Property, and no other person has any interest in the Assessed Property that would require the consent of such person to the attachment of the Assessment lien against the Assessed Property.

(B) All property taxes and any other assessments associated with the Assessed Property are paid and have not been delinquent for the preceding three (3) years or the Property Owner's period of ownership, whichever is less.

(C) There are no involuntary liens, including, but not limited to, construction liens, on the Assessed Property and no such liens have been filed against the Assessed Property for the preceding three (3) years or the Property Owner's period of ownership, whichever is less.

(D) No notice of default or other evidence of property-based debt delinquency has been recorded against the Assessed Property during the preceding three (3) years or the Property Owner's period of ownership, whichever is less.

(E) The Property Owner is current on all mortgage-related debt on the Assessed Property.

(F) The Property Owner acknowledges that the Qualifying Improvements confer direct special benefits and the relief of burdens emanating from Assessed Property of the like and kind described in the Supplemental Act, all equal to or in excess of any amounts due hereunder, and that such amounts due and payable hereunder represent a fair and reasonable apportionment, in all respects, of the costs and all charges attributed to the Assessed Property in association with the acquisition, construction, funding and financing of the Qualifying Improvements.

(G) The Property Owner waives all right to subsequently challenge the Assessment on the basis of any procedural irregularities, insufficient benefits or relief of burdens, improper or unfair apportionment or any other basis. The Property Owner expressly waives any claim or defense associated with the validity of the Assessment based upon omission of information, or inaccurate or false written information supplied by or confirmed by the Property Owner.

(H) The Property Owner acknowledges that the Assessment may be pledged to the repayment of bonds or other debt obligations issued by the Agency.

(I) The Property Owner agrees and covenants to timely and faithfully pay the Assessment in full and understands and acknowledges that failure to pay the Assessment may result in loss of title.

(J) The Property Owner acknowledges and covenants that this Agreement shall run with, touch and concern the Assessed Property and shall be binding on the Assessed Property and the Property Owner and all successors in interest.

(K) The Property Owner agrees to promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, from time to time such supplements hereto and such further instruments, corrective or otherwise, as may reasonably be required to document or carry out the intention of this Agreement, including, but not limited to, any Supplemental Notice of Assessment and the instruments listed in the Table of Content.

(L) The Property Owner acknowledges that the Agency has or is authorized to provide to the holders or loan servicers of any existing mortgages encumbering or otherwise secured by the Assessed Property, if any, a notice of the Property Owner's intent to enter into this Agreement together with the maximum principal amount that the Property Owner may be able to finance and the estimated maximum annual payment necessary to repay that amount. The Property Owner understands and acknowledges that such maximum principal amount and such estimated maximum annual payment may be in excess of the amounts set forth on Exhibit B. The Property Owner understands and acknowledges that a holder or loan servicer of a mortgage encumbering or otherwise secured by the Assessed Property may require or increase a monthly escrow in an amount necessary to annually pay the Assessment, and the Property Owner hereby specifically agrees to any such adjustment or imposition requested by

such noticed mortgage holder or servicer.

(M) Property Owner acknowledges its obligation to maintain the Qualifying Improvements and provide for the timely repair of the Qualifying Improvements, at Property Owner's expense, throughout the term of this Agreement.

(N) Property Owner is solely responsible for obtaining permits necessary for construction or installation of the Qualifying Improvements and for selecting and engaging a Vendor that is registered with the Program. The Property Owner or its Vendor(s) are responsible for properly filing and naming the Agency whenever applicable law requires in a Notice of Commencement. Property Owner shall timely provide copies of any permit, inspection report or Notice of Commencement necessary for construction of the Qualifying Improvements to the Program Administrator upon request.

(O) The Property Owner acknowledges that any inspection of the Qualifying Improvements required by applicable building codes or the Program do not insure quality of workmanship, and Property Owner is solely responsible for ensuring that the Qualifying Improvements are completed as proposed in any proposal, estimate, and/or binding written agreement or invoice provided by the Vendor.

(P) The Property Owner agrees to provide utility records to assist the Agency in tracking utility savings resulting from the Qualifying Improvements, including authorization hereby to the utility provider delivering utility services to the Assessed Property to directly transmit utility records for the Assessed Property to the Agency or the Program Administrator.

(Q) The Property Owner hereby consents to providing the Agency, the Program Administrator or their representatives with access to the Assessed Property for purposes of inspecting the Qualifying Improvements during the term hereof.

(R) The Property Owner is not currently a debtor in a bankruptcy proceeding at the time of application.

(S) The Assessed Property is not an asset in any bankruptcy proceeding.

(T) The Property Owner shall not, without the express written consent of the Agency, allow the Assessed Property to be demolished, condemned, severed, subdivided or submitted to condominium or cooperative ownership, by act, omission or otherwise, either as a part of or apart from the Assessed Property owned by the Property Owner. Written consent shall be in the form of a partial release in a recordable form satisfactory to the Agency that is prepared and recorded at the expense of the Property Owner. Such written consent shall be given in good faith by the Agency only upon a determination, in the Agency's sole discretion, that the prospect of full payment of the Assessment is not impaired or threatened by reason of any requested partial release. The Property Owner, without cost or charge to the Agency upon request on behalf of the Agency, will name the Agency and provide proof that the Agency is named as an additional insured on any insurance policy.

(U) The Assessed Property is not and shall not be subject to more than two existing PACE or similar assessments (including the Assessment contemplated by this Agreement) during the term hereof unless otherwise approved by the Agency.

(V) In advance constructive notice compliance, and as required by the Supplemental Act, and so long as the Assessment provided for hereunder has an unpaid balance, at or before the time Property Owner enters into a contract to sell the Assessed Property, the Property Owner must give the prospective purchaser by law a written disclosure statement in the following form:

“QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE – The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of the property. You are encouraged to contact the county property appraiser’s office to learn more about this and other assessments that may be provided by law.”

(W) This Agreement is not a commitment to fund, and no disbursements shall be made unless and until all of the conditions of the Agency and the Agency's funding provider have been satisfied or waived in the sole discretion of the Agency or the Program Administrator. The risk of failure to fund is upon the Property Owner. Failure to fund can occur upon a material adverse change including, but not limited to: (1) the eligibility of the Property Owner, the Assessed Property, the Vendor(s) or the proposed Qualifying Improvements; (2) the physical condition of the Assessed Property; or (3) any change in circumstances which makes any of the representations or warranties of the Property Owner herein or in the Property Owner’s Energy Efficient Equity, Inc. Program Financing Application (the “Application”) untrue or inaccurate or a breach of any of the Property Owner’s covenants or agreements herein or in the Application.

(X) The Property Owner confirms and declares that it has read this Agreement and each of the other documents listed on the Table of Contents and has had an opportunity to read the Supplemental Act (s.163.08, Florida Statutes), which can be found at <http://www.leg.state.fl.us/Statutes> or a copy of which can be obtained from the Program Administrator upon request. The Agency and Program Administrator will rely on the representations and attestations of the Property Owner and its Vendor throughout the process from the submission of the Application through the payment in full of the Assessment. Property Owner affirms under penalty of perjury that facts stated herein, in the Application and in any document or instrument delivered in connection herewith or therewith are true and accurate, and agrees to the continuing responsibility to candidly, truthfully and promptly bring to the attention of the Program Administrator upon becoming aware of any error, omission, inaccuracy or change in circumstances during the process from the submission of the Application through the payment in full of the Assessment.

SECTION 7. COLLECTION OF ASSESSMENT ON PROPERTY TAX BILL

(A) Each Annual Payment shall be collected on the property tax bill pertaining to the Assessed Property as provided in the Supplemental Act and Section 197.3632, Florida Statutes, or their successors in function. The Annual Payment coming due in any Tax Year shall be payable in the same manner and at the same time as ad valorem taxes on real property are payable and shall become delinquent at the same time and shall be subject to the same collection and enforcement mechanisms as ad valorem taxes; provided, however that pursuant to the Supplemental Act Annual Payments are not subject to discount for early payment. BY EXECUTION HEREOF, PROPERTY OWNER ACKNOWLEDGES THAT FAILURE TO PAY THE ASSESSMENT OR ANY ANNUAL PAYMENT MAY RESULT IN THE ISSUANCE OF A TAX CERTIFICATE AND/OR TAX DEED AND MAY RESULT IN LOSS OF TITLE TO THE ASSESSED PROPERTY PURSUANT TO CHAPTER 197, FLORIDA STATUTES.

(B) Following the Closing Date, the Annual Payments shall be placed on the property tax bill for collection each year.

SECTION 8. REBATES AND TAX CREDITS

(A) The Property Owner bears sole responsibility for identifying, applying for and obtaining any rebates, refunds, credits or allowances pertaining to the Qualifying Improvements which may be available from manufacturers, federal, state or local authorities or any other source. No rebates, refunds, tax credits or allowances shall be assigned

to the Agency.

(B) Carbon and similar credits in the context of this subsection are a component of a market-based attempt to manage the growth in concentration of greenhouse gases. Such markets are not mature and are evolving. In order to effectively aggregate such credits, the Property Owner hereby conveys, in consideration of the Agency's agreement to allow for prepayment of the Assessment pursuant to Section 3(D) hereof received from, and hereby transfers to, the Agency any carbon, renewable energy, or similar credits attributable to the Qualifying Improvements, if any. Any proceeds or earnings resulting there from, if any, shall be deposited into a general or performance assurance fund and may be used to reimburse the Agency for any start up or ongoing program costs, the advancement of educational programs or energy audits, performance assurance funding or other reasonable costs or expenditures determined by the Agency to advance its mission and purpose of the Agency.

SECTION 9. ATTORNEY-IN-FACT; PROGRAM APPLICATION

ATTORNEY-IN-FACT; PROGRAM APPLICATION. If the Property Owner consists of more than one individual or entity as record owner or there is an authorized signatory for any such record owner, then, except for the execution of this Agreement and any Notice of Assessment or Supplemental Notice of Assessment, each of which is required to be signed by all record owners by applicable law, each such record owner hereby appoints each of the other record owners and their authorized signatories of any joint tenancy or entity record owner as their agent or attorney-in-fact to act singularly (under a contingent or Florida general durable power of attorney or otherwise) and individually for each and every other record owner of the Assessed Property in order to apply for, cause the imposition of the Assessment, or undertake any act, transact any business and execute any documents associated with the Assessment in any way or as requested or required by the Agency or the Program Administrator; such that any instrument executed by any one of the record owners of the Assessed Property shall hereafter be ratified and deemed done on behalf of, and be binding upon, all record owners of the Assessed Property as if each record owner of the Assessed Property had separately signed and executed any instrument signed by any one of them. As required by law, any power will not be affected by subsequent incapacity of any of the record owners, unless as otherwise provided in Section 709.08, Florida Statutes.

SECTION 10. MONITORING AND RECORDING OF TELEPHONE CALLS

The Agency or Program Administrator may monitor and/or record telephone calls for security, customer service and training purposes. By executing this Agreement, the Property Owner agrees to have telephone calls monitored and recorded.

SECTION 11. HOLD HARMLESS AND WAIVER PROVISIONS

(A) The Property Owner understands that the selection of any products, equipment, and measures associated with the Qualifying Improvements, the selection of any Vendor, manufacturers, dealers, suppliers, contractors, and/or installers and the decision regarding the purchase, installation and ownership/maintenance of the Qualifying Improvements are the Property Owner's sole responsibility. Property Owner has not and shall not rely upon any representations or recommendations of the Agency, the Agency Administrator, the Program Administrator, or any agents, representatives, assignees, or employees thereof, in making such selection or any decision concerning a Vendor, and the Property Owner understands that neither the Vendor nor any manufacturer, dealer, supplier, contractor or installer of the Qualifying Improvements is an agent, employee, assignee or representative of the Agency, the Agency Administrator, or the Program Administrator.

(B) The Agency, its Agency Administrator, and the Program Administrator do not make any warranty, whether express or implied, with respect to the choice, use or application of the Qualifying Improvements, including without limitation, the implied warranties of merchantability and fitness for any particular purpose, or use or application of the Qualifying Improvements.

(C) Property Owner agrees and acknowledges that the Agency, its Agency Administrator, and the Program Administrator do not have or shall have no liability whatsoever and agrees to hold the Agency, the Agency Administrator, and any other local government incorporator, participant or subscriber, or their officers, employees or agents, harmless concerning (1) the quality or safety of any Qualifying Improvements, including their fitness for any purpose, (2) the estimated energy savings or wind resistance produced by or performance of the Qualifying Improvements, (3) the workmanship of any Vendor or third parties, (4) the installation or use of the Qualifying Improvements including, but not limited to, any effect on indoor or outdoor pollutants, (5) the gathering and use of information associated with the Property Owner, the Assessed Property, or any other reasonably associated information authorized, provided or made available to the Agency, its Agency Administrator, and its Program Administrator, or (6) any other liability or matter whatsoever with respect to the provision, funding or financing of the Qualifying Improvements.

(D) The Property Owner hereby agrees that the Agency is entering into this Agreement solely for the purpose of assisting the Property Owner with the financing of the installation of the Qualifying Improvements on private property, and that the Agency, the Agency Administrator, the Program Administrator, the owners of the bonds and the State and any local government have no responsibility of any kind for, and shall have no liability arising out of, the installation, operation, financing, refinancing, maintenance or performance of the Qualifying Improvements. Based upon the foregoing, the Property Owner hereby waives the right to recover from and fully and irrevocably releases the Agency, the Agency Administrator, the Program Administrator, the owners of the bonds and the State and any local government and any and all agents, employees, program administrators, attorneys, representatives and successors and assigns of same from any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), relating to the subject matter of this Agreement that the Property Owner may now have or hereafter acquire against any of the foregoing.

SECTION 12. GOVERNING LAW; NON-JURY TRIAL

This Agreement shall be governed by the law of the State of Florida. Unless otherwise required by law, venue for any action or proceeding to construe or enforce the provisions of this Agreement or any matters associated therewith shall lie in the Circuit Court in and for Leon County, Florida. IN ANY ACTION, THE PARTIES WAIVE ANY RIGHT TO JURY TRIAL.

SECTION 13. CONSTRUCTION; SEVERABILITY

This Agreement is a financing agreement as described in the Supplemental Act which evidences a duly levied and imposed non-ad valorem assessment constituting a valid and enforceable lien permitted by Article X, Section 4 of the Florida Constitution, of equal dignity to taxes and other non-ad valorem assessments and is paramount to all other titles, liens or mortgages not otherwise on parity with the lien for taxes and non-ad valorem assessments, which lien runs with, touches and concerns the Assessed Property. The drafting or preparation of this Agreement, and provisions hereof and any other associated documentation, shall not be construed for or against any party by reason of authorship. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or

provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

SECTION 14. ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS

(A) This Agreement, together with the Exhibits A and B and the other documents listed in the Table of Contents, is the entire agreement between the parties. This Agreement may be modified only by the written agreement of the Agency and the Property Owner, except as otherwise provided herein with respect to amendment to Exhibits A and B and the Notice of Assessment. Any such agreement must be signed in writing by both parties, their authorized agents, and/or their respective successors. If there is more than one record owner of the Assessed Property, the obligations hereunder of the Property Owner shall be joint and several among all record owners and all record owners must execute this Agreement.

(B) The Exhibit B attached to this Agreement when executed by the Property Owner is referred to as the initial Exhibit B. The initial Exhibit B sets forth the estimated amounts of the terms of the Assessment based on the approval of the Application and the Estimated Completion Date, including, but not limited to, the maximum Assessment Amount (the "Maximum Assessment Amount"), the Project Amount (the "Project Amount"), and other amounts set forth on the initial Exhibit B also are estimated based on these amounts. The Property Owner hereby authorizes the Agency to prepare and record the Notice of Assessment. Once the Closing Date is established, the Agency is hereby directed and authorized to amend the initial Exhibit B to reflect the actual amounts that are estimated on the initial Exhibit B and substitute the amended Exhibit B for the initial Exhibit B attached to this Agreement and to amend the Notice of Assessment, in each case prior to the recordation of the Notice of Assessment. If the Property Owner at any time requests the Agency to approve a change to the Qualifying Improvements, the Project Amount, the Estimated Completion Date or any term set forth on Exhibit A or Exhibit B, and such change or changes are approved, as evidenced by the Agency issuing one or more amended Completion Certificates or other written document, the Agency is hereby directed and authorized to amend Exhibit A or Exhibit B or both and substitute the amended Exhibit(s) for the Exhibit(s) attached to this Agreement and to amend the Notice of Assessment, in each case prior to the recordation of the Notice of Assessment. If any such approved change occurs after the recordation of the Notice of Assessment, the Agency shall independently record in the Official Records, a Supplemental Notice of Assessment reflecting the applicable changes. Additionally, the Agency at any time may independently execute and record a Supplemental Notice of Assessment in order to unilaterally notice any change or matter otherwise not inconsistent with this Agreement or general law, including the correction of scrivener errors, for purposes of constructive notice; and, the Agency will in each such instance provide the Property Owner with a copy of such Supplemental Notice of Assessment. See Section 5 for additional information regarding the disbursement of the Project Amount.

(C) This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A certified copy of any document produced by the Agency shall be considered an original for all purposes under Chapter 90, Florida Statutes.

IN WITNESS WHEREOF, Property Owner and Agency have entered into this Agreement as of the last day signed below.

FLORIDA PACE FUNDING AGENCY

By: COUNTERPOINTE ENERGY
SOLUTIONS (FL) LLC, as Agency Administrator

Signature

Date

Name

Title



IN WITNESS WHEREOF, Property Owner and Agency have entered into this Agreement as of the last day signed below.

UNDER PENALTIES OF PERJURY

PROPERTY OWNER HAS READ THIS FINANCING AGREEMENT AND EACH OF THE OTHER DOCUMENTS LISTED ON THE TABLE OF CONTENTS AND HAS HAD AN OPPORTUNITY TO READ THE SUPPLEMENTAL ACT (s. 163.08, FLORIDA STATUTES). PROPERTY OWNER ACKNOWLEDGES THAT THIS IS A LEGALLY BINDING AGREEMENT ENFORCEABLE AGAINST THE PROPERTY OWNER AND THE SUCCESSORS IN INTEREST OF THE PROPERTY OWNER. IF THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT UNDERSTOOD BY THE PROPERTY OWNER, PROPERTY OWNER CAN AND SHOULD SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING THIS FINANCING AGREEMENT.

Property Owner:

[Property owner's name]

Identity verification code

[ID verification code]

Date

Right to Cancel

Financing ID [E3 App ID]
 Owners [Property owner name] [phone][email]
 Property Address [property full address]
 Program Type [Program type]

Your Right To Cancel the Financing Agreement:

You are entering into a Financing Agreement with the Florida PACE Funding Agency (“Agency”) for the financing of Qualified Improvements that will result in a governmental lien on the property at [Property address]. Under this Program, administered by Energy Efficient Equity, Inc. (the “Program Administrator”), you may cancel this transaction, without cost, within three (3) business days from the date on which you signed the Financing Agreement.

If you cancel this financing transaction, within 20 calendar days after the Agency receives notice of cancellation, the Agency must take the steps necessary to reflect the fact that, if recorded, the lien on your property has been discharged or nullified, and the Agency must return to you any money you have given to the Program Administrator in connection with your application for financing under the Program, not including any application processing fees, whether paid to the Agency, the Program Administrator, or third parties. You must return any funds paid to you or on your behalf, by or on behalf of the Agency, whether to your contractor or any other person, immediately. All money must be returned to the address below.

Florida PACE Funding Agency
 ATTN: Cancellation
 c/o Energy Efficient Equity, Inc.
 11111 Santa Monica Blvd. Suite 950
 Los Angeles, CA 90025

Acknowledgement (this page must be signed returned with the Financing Agreement)
 I/We hereby acknowledge receiving and reading this Notice of Right to Cancel.

[Property owner's name]

Identity verification code

[ID verification code]

Date

How to Cancel

If you decide to cancel this financing transaction for Qualifying Improvement(s), you must do so by notifying the Florida PACE Funding Agency in writing at:

Florida PACE Funding Agency
ATTN: Cancellation
c/o Energy Efficient Equity, Inc.
11111 Santa Monica Blvd. Suite 950
Los Angeles, CA 90025

You may use any written statement that is signed and dated by you and states that you wish to cancel the Financing Agreement, or you may use this Cancellation of Financing Agreement by dating and signing below. Please keep a copy of this Cancellation of Financing Agreement for your records. If you cancel by mail, fax or email, you must send your written statement no later than midnight of the third business day following the date on which you signed the Financing Agreement. If you send or deliver your written statement to cancel some other way, it must actually be delivered to the above address no later than the date indicated in the preceding sentence.

I/We Wish to Cancel

(Only sign here if you are canceling your financing)

[Property owner name]

Date

This instrument prepared by and executed
by a public office of the Florida PACE Funding
Agency and after recording return to:
Energy Efficient Equity Inc.
11111 Santa Monica Blvd. Suite 950
Los Angeles, CA 90025

----- (Space above this line for recording data) -----

NOTICE OF ASSESSMENT

Broward County

THIS NOTICE OF ASSESSMENT (“Notice”) provides a summary memorandum of a Financing Agreement entered into by and between the FLORIDA PACE FUNDING AGENCY (the “Agency”) and the record owner(s) of the Assessed Property (the “Property Owner”), both as described hereinafter. This Notice is executed pursuant to such Financing Agreement in substantially the form appended to Agency Resolution 2016-0809-3, a certified copy of which is recorded in the Official Records at 113877893; an Interlocal Subscription Agreement recorded at 114072572; a Final Judgment, a certified copy of which is recorded at 112823341; all in the Public Records of BROWARD County, Florida, and all of the terms and provisions thereof are incorporated herein by reference. Agency has levied and imposed a non-ad valorem assessment as a lien of equal dignity to taxes and assessments, and as more particularly described herein and in such Financing Agreement, on the Assessed Property in conformance with Section 163.08, Florida Statutes (the “Supplemental Act”).

1. Property Owner: [Property owner's name]
2. Assessed Property: See Legal Description in Attachment I.
3. Street Address of Assessed Property: [Property address]
4. Property Appraiser Parcel Identification Number: [[Property APN]
5. Qualifying Improvements:
[Improvements]
6. Financed Amount (pursuant to the Financing Agreement; this amount may be reduced WITH SUCH REDUCED AMOUNT REFLECTED IN A SUPPLEMENTAL NOTICE OF ASSESSMENT): \$[0.00]
7. Interest Rate (to be applied to the principal amount of the Financed Amount): [0.00]%
8. Assessment Installment (pursuant to the Financing Agreement; this amount may be reduced WITH SUCH REDUCED AMOUNT REFLECTED IN A SUPPLEMENTAL NOTICE OF ASSESSMENT): \$[0.00]
9. Period of years (number of Annual Payments): [00]
10. The Annual Payment of the Assessment will appear on the same bill as for property taxes, and will include the Assessment Installment, plus any annual costs of administration and charges associated with the Assessment, annual collection costs, and annual charges required by the local property appraiser and tax collector.
11. The Assessment is NOT due on sale or transfer of the Assessed Property. Payoff and release information may be obtained by contacting the Florida PACE Funding Agency at: www.floridapace.gov or Energy Efficient Equity, Inc. 11111 Santa Monica Blvd, Suite 950, Los Angeles, CA 90025; Telephone: (855) 500-9505; Email: info@energyefficientequity.com; Websites: www.energyefficientequity.com and www.floridapace.gov.
12. NOTE: Prepayment information must be requested ten (10) business days prior to any prepayment. Prepayments must be in immediately available funds.

13. Suggested ALTA, Schedule B exclusion to coverage for title insurance professionals: "Non-ad valorem assessment, which by its term is not due upon sale, evidenced by notice recorded in Official Record Book ____, at Page____,"
14. The following caveat is intended to be supplemental, constructive notice provided in writing to any prospective purchaser as required by the Supplemental Act. So long as the Assessment provided for hereunder has an unpaid balance, at or before the time Property Owner enters into a contract to sell the Assessed Property, the Property Owner gives any prospective purchaser by law a written disclosure statement in the following form:

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE - The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of the property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED AND INCORPORATED HEREIN SHALL RUN WITH THE LAND DESCRIBED HEREIN AND SHALL BE BINDING ON THE PROPERTY OWNER (INCLUDING ALL PERSONS OR ENTITIES OF ANY KIND), AND ANY AND ALL SUCCESSORS IN INTEREST. BY TAKING SUCH TITLE, PERSONS OR ENTITIES WHO ARE SUCCESSOR SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS NOTICE AND THE REFERENCED FINANCING AGREEMENT TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS OR ENTITIES SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS AGREEMENT.

IN WITNESS WHEREOF, The Agency has executed this Notice, which is a summary memorandum of the Financing Agreement, as of the last day signed below.

Florida PACE Funding Agency

By: CounterPointe Energy Solutions (FL) LLC, as Agency Administrator

Signature

Date

Name

Title



Attachment I
Legal Description of Property

[Property legal description]

Energy Efficient Equity, Inc. Privacy Statement

IMPORTANT PRIVACY INFORMATION

Understanding Your Rights

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all sharing. Federal law also requires financial companies to tell you how they collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

Our Commitment

This statement is being provided by Energy Efficient Equity, Inc. which administers the origination of residential Property Assessed Clean Energy ("PACE") under the program (the "Program"). We appreciate and respect the trust you show in providing your personal information to us. We value our relationship with you, so therefore, explaining to you how we collect, use, and protect your personal information is important to us.

Why We Collect Your Personal Information

We obtain and use your personal information to enable you to obtain financing for your property improvement projects which are eligible for PACE financing. We collect your personal information to identify you, confirm facts about you, and to help us assess your request for financing as well as to comply with the rules and requirements of the Program.

Information We Collect

We obtain your personal information from a variety of sources, such as:

- Information that you, or others on your behalf, provided on applications and other forms you submit to the Program, including identifying information such as name, address, telephone number, email address, Social Security number and credit-related information such as your assets, income, and liabilities. We also collect your name, email address and telephone number when you contact the Program with a question or complaint (i.e. through a visit to our website, a telephone call to our offices which may be monitored and recorded for security and other purposes) and by fax or email correspondence you initiate with the Program.
- Information from your dealings and relationships with us, contractors which participate in the Program on your behalf, and others, such as financing information, services provided to you, and how you perform on your outstanding credit obligations.
- Information from consumer reporting agencies such as your credit history and credit score.
- Information, such as employment status and demographic data, from outside sources like, employers, government agencies, marketing firms, and other sources.

Protecting Your Personal Information

Safeguarding your personal information is important to us. We use systems, policies, and procedures that represent current best practices, and which comply with federal law to maintain the accuracy of your personal information and to protect it from loss, misuse, or alteration. Your personal information is accessible by appropriate personnel who

have a business need for your personal information. We provide training and communications programs to educate our personnel about the meaning and requirements of this statement.

How We Use Customer Information

We use your personal information for our everyday business purposes such as to meet your requests for financing of your property improvement project under the Program, administer your account, comply with legal requirements, or report to credit bureaus.

Sharing Information with Unrelated Companies

All financial companies need to share personal information to run their everyday business. In order to provide you with the services you request, we share your personal information with unrelated companies—companies that are not affiliated with us. This sharing allows us to service accounts, provide the services or products requested, report our experiences to credit bureaus, protect our business against fraud and unauthorized transactions, and respond to governmental requests and regulatory requirements, including reporting requirements of the Program. We do not share your personal information with other companies unless an agreement to protect your personal information is in place, except as otherwise permitted by law or regulation.

Most commonly, we may share your personal information with financial service providers and non-financial companies that provide services for us or on our behalf, such as companies that prepare account invoices or statements, help us service accounts, provide computer and systems support, and other services. We also share your personal information with the contractor you have selected to complete your property improvement project and we require that the contractor to maintain the confidentiality of your personal information and to use it solely for the purpose of completing your property improvement project.

We also share your personal information with municipalities, counties, joint power authorities and the agencies of the state in which your property is located as required by the terms of the Program and applicable laws and regulations.

Simply put, we share your personal information as necessary to effect, administer and consummate the financing of your property improvement project that you have requested we provide to you. We do not use your personal information in any fashion to market products or services to you other than the products and services directly related to the financing you have requested that we provide under the Program.

It is important to note that we do not sell your personal information and we do not provide your account or other personal information to non-affiliated third parties for the purpose of independent telemarketing or direct mail marketing of any products or services.

Energy Efficient Equity, Inc. Disclosure and Acknowledgment

Please read this Energy Efficient Equity, Inc. Disclosure and Acknowledgment carefully and print and/download or otherwise keep a copy for your records.

The following disclosures contain important information about the Energy Efficient Equity, Inc. program (the "Program") with specific reference to the consequences and potential consequences of your agreement to finance your property improvement project by agreeing to place a non-ad valorem tax assessment ("PACE Assessment") on your property. These disclosures are in addition to the disclosures and other information set forth in (1) the Florida Residential Financing Application, (2) the Florida Residential Properties Guidebook and (3) the Financing Agreement, all of which should be reviewed carefully before you decide to participate in the Program.

Your acknowledgment that you have read and understood each of the following disclosures and is evidenced by your completion of this form as indicated below. If you require additional information regarding any of the disclosures set forth below, or any other aspect of the Energy Efficient Equity, Inc. You should contact the Program at (561) 571-6117 and speak to a representative of Energy Efficient Equity, Inc. If, after reviewing the disclosures set forth below, you do not want to accept one or more of the consequences or potential consequences of accepting PACE Financing, you should not proceed with your application to participate in the Program.

Federal Housing Finance Agency; Potential Restriction on Sale and/or Refinance

On December 22, 2014, the Federal Housing Finance Agency ("FHFA") which oversees the eleven Federal Home Loan Banks ("FHLBanks") and Fannie Mae and Freddie Mac issued a statement (which has been confirmed by subsequent statements and remarks) in which it made clear that Fannie Mae and Freddie Mac's policies prohibit them from purchasing a mortgage where the property is subject to a first lien PACE Assessment. FHFA has made it clear that Fannie Mae and Freddie Mac should neither purchase nor refinance mortgages which are encumbered by PACE Assessments.

As a consequence of the FHFA position on PACE Assessments, you may have difficulty selling your home or refinancing your mortgage if you agree to a PACE Assessment attached to your property. Specifically, some Mortgage Lenders or Secondary Mortgage Market Purchasers may either (1) refuse to refinance an existing mortgage, (2) refuse to finance the purchase of any property or (3) refuse to purchase mortgages in the secondary mortgage market with respect to property subject to the type of assessment which would be created by participating in the Program. This may mean that if you desire to sell your property or refinance your mortgage after you obtain a PACE Assessment, you may be required to prepay the Assessment before you can close such a transaction.

Notice to Lender; Monthly Mortgage Escrow Payment

In the event you choose to enter into a Financing Agreement, we will provide on your behalf at least thirty (30) days before you enter into a Financing Agreement written notice of that fact to your mortgage holder or mortgage servicer. This notice will include the maximum principal amount to be financed and the maximum annual assessment payment necessary to repay that amount which may cause an increase in the monthly escrow payments which are required pursuant to the terms of your mortgage with respect to your annual real estate tax payment obligation. We urge you to carefully review your mortgage documents and contact your lender before you execute a Financing Agreement if

you have any concerns with respect to the impact of a PACE Assessment on your mortgage.

Progress Disbursements

You have the right to withhold payment to your contractor until your property improvement project is completed to your satisfaction. Many contractors require payment of a portion of the project cost before the project is completed ("Progress Disbursement"). Progress Disbursements are governed by the terms of the Florida Completion Certificate (Multiple Disbursements) and you should discuss all aspects of your contractor's request for a Progress Disbursement with your contractor and determine that you are comfortable authorizing a Progress Disbursement. If you authorize a Progress Disbursement, interest on the full amount of the PACE Assessment will begin to accrue from the date of the Progress Disbursement.

Assessment Lien

When you finance your property improvement through a PACE Assessment you are creating a non-ad valorem special assessment lien on your property. The assessment lien recorded by the Agency against your property will be superior to all other titles, liens or mortgages, and is of equal dignity with property taxes and other governmental assessments.

Annual Assessment Installment

The annual installment on your PACE Assessment will be included on your real estate tax bill which is sent to you in early November of each year. Unlike your annual real estate taxes, there is no discount for paying the annual installment on your PACE Assessment early.

Tax Lien Certificates

In the event you do not pay the annual assessment installment when due, the Tax Collector will sell a tax lien certificate at a date and time advertised by the Tax Collector on or before June 1st of the year following the tax year for which the taxes were not paid. A tax certificate represents a lien for unpaid real estate taxes. The amount of the tax lien certificate is the sum of the unpaid real estate taxes and non-ad valorem assessments, penalties, advertising costs and fees. As a result of this process there is a significant risk that you may ultimately lose title to your property if you do not pay the annual assessment installment when due.

Prepayment of the PACE Assessment and Prepayment Fee

You have the right to prepay all or a portion of the remaining balance of your PACE Assessment at any time subject to certain requirements, including the payment of interest on the PACE Assessment for a period subsequent to the date you prepay the PACE Assessment. You have the option to pay off the remaining balance of your PACE Assessment amount at any time in full or in any amount of at least \$2,500.

A prepayment is calculated to include the principal amount of the assessment to be prepaid (Assessment Prepayment Amount) and interest on the Assessment Prepayment Amount to the 15th day of the month occurring at least 20 days following the date the prepayment is made. There is no premium or prepayment penalty. A recording fee and an administrative fee will be added to the Assessment Prepayment Amount. There is no discount for prepaying all or a portion of the remaining balance on your PACE Assessment.

Closing Costs; Prepaid Interest

You will incur fees and other costs for using the Program as set forth in Section 3 (B) of the Financing Agreement (“Closing Costs”). In addition, interest on the full amount of the PACE Assessment will begin to accrue on the date the bond to fund the PACE Assessment is issued, which is the date the first disbursement to your contractor is made. Depending on the timing of enrollment of your PACE Assessment in the County tax roll, an interest payment on such bond may be due before your first payment under the Financing Agreement. In such case, you must prepay the amount of that interest at the closing of your PACE Assessment (“Prepaid Interest”).

You have a right to either finance or pay the Closing Costs and Prepaid Interest on the closing of your PACE Assessment. If you decide to pay these amounts at closing, you must notify the Program of your decision prior to closing by calling the Program at (855) 500-9505. If you fail to so notify the Program, Closing Costs and Prepaid Interest will be capitalized and added to the amount of the PACE Assessment.

Tax Advice

Nothing in any publication of the Program should be considered as tax advice and it your responsibility to consult with your personal tax advisor regarding any tax benefits which may be available to you as a result of your participation in the Program.

Property Valuation

The Program makes no representation or warranty that the property improvements to be financed by the PACE Assessment will increase the overall value of your property.

[Property owner's name]

Identity verification code

[ID verification code]

Date

EXHIBIT A TO FINANCING AGREEMENT

DESCRIPTION OF ASSESSED PROPERTY, DESCRIPTION OF QUALIFYING IMPROVEMENTS, AND ADDRESSES FOR NOTICES

Property Owner Name: [Property owner's name]
Property Address: [Property address]

Property ID: [Property APN]
County: [County]
Legal Description of Property: [Property legal description]

Description of Qualifying Improvements:

Improvement	Useful Life	Quantity	Price	Total
Central Air Conditioner	-	-	[\$0.00]	[\$0.00]

Addresses for Notices:

Program Administrator: Energy Efficient Equity
Attn: Assessment Notice
11111 Santa Monica Blvd. Suite 950
Los Angeles, CA 90025

Property Owner: [Property owner's name]
[Property address]

EXHIBIT B TO FINANCING AGREEMENT¹

SUMMARY OF ASSESSMENT TERMS; SINGLE PAYMENT DISBURSEMENT SUMMARY; SCHEDULE OF ANNUAL PAYMENTS (ASSESSMENT INSTALLMENTS AND ESTIMATED ANNUAL COLLECTION COST)

Summary of Assessment Terms:

The schedule of the estimated Annual Payments set forth in this Exhibit B is based on the following. Those items which are based on estimates or assumptions and, therefore, subject to change are footnoted.

Maximum Project Amount ²	\$[0.00]
Maximum Annual Payment	\$[0.00]
Project Amount	\$[0.00]
Closing Costs	
Application Charge(s) pursuant to Section (3)(B)(1)	\$0.00
Program Administration Charge pursuant to Section 3(B)(2) ³	\$[0.00]
Recording Fee(s) pursuant to Section 3(B)(3)	\$[0.00]
Reserve Fund Deposit pursuant to Section 3(B)(4) ⁴	\$[0.00]
Administrative Reserve Account Deposit pursuant to Section 3(B)(5)	\$[0.00]
Prepaid Interest pursuant Section 3(B)(6) ⁵	\$[0.00]
Total Closing Costs	\$[0.00]
Financed Amount (Project Amount + Total Closing Costs) ⁶	\$[0.00]
Interest Rate	[0.00]%
Term of Assessment (in years)	[term]
Estimated Annual Payment	\$[0.00]
Total Interest (over the Term of the Assessment)	\$[0.00]
Assessment Amount (Financed Amount + Total Interest)	\$[0.00]
Estimated Completion Date	June 29, 2019
Initial Tax Year on Roll ⁷	[Year]
Applicable Tax Roll Deadline	[Date]
Prepayment Fee Applicable	\$0.00

1. This is the initial Exhibit B setting forth the estimated amounts relating to the Assessment. This Exhibit B will be amended to reflect the actual amounts of the Assessment as described in Section 14(B) of this Financing Agreement.
2. The Maximum Project Amount is the maximum amount that the Agency will finance under this Agreement for Qualifying Improvements assuming a bond will be issued to obtain the funds necessary to finance the

Assessment on Estimated Completion Date.

3. The Program Administration Charge is a percentage of the Financed Amount. The amount listed above is based on the Financed Amount. If the Financed Amount is reduced, then the amount of this charge will be reduced accordingly.
4. The Reserve Fund Deposit is 0.25% of the Financed Amount. The amount listed above is based on the Maximum Financed Amount. If the Maximum Financed Amount is reduced, then the amount of this charge will be reduced accordingly.
5. The Prepaid Interest is the amount assuming the Financed Amount and assuming a bond will be issued to obtain the funds necessary to finance the Assessment on the Estimated Completion Date.
6. The Financed Amount is based on the Project Amount and the amounts affected by that amount.
7. The Estimated Initial Tax Year on Roll shown on this schedule is based upon the assumed bond issuance date of Estimated Completion Date. The actual Initial Tax Year on Roll will be based upon the actual bond issuance date.
8. Collection fees may be added to the final assessment amount. These fees vary and are based on changes in the Tax Collector's fees schedules and policies.

Annual Percentage Rate.

Based on the schedule above, the Annual Percentage Rate (APR) of the Assessment is 8.55%. APR is the effective cost of credit, expressed as a percentage interest rate, which includes the interest and certain other costs over the Assessment term, but does not include the Annual Collection Cost.

Prepayment.

As the Property Owner you have the right to pay off your Assessment at any time in full, or in any incremental amount of at least \$2,500 pursuant to Section 3(D) of this Financing Agreement. However, if you do so, you will have to pay any delinquent installments of the Assessment together with any statutory penalties thereon, the Financed Amount to be prepaid ("Assessment Prepayment Amount"), interest on the Assessment Prepayment Amount to the 15th day of the month occurring at least 20 days following the date the prepayment is made, the Annual Collection Cost and any other charges associated with such prepayment as specified in Section 3(D) of this Financing Agreement.

Disbursement Summary

Summary of disbursements will be in the Certificate of Completion.

Schedule of Estimated Annual Payments (Assessment Installments and Estimated Annual Collection Cost):

This schedule of the estimated Annual Payments (Assessment Installments and estimated Annual Collection Cost) is based on the estimates and assumptions set forth on the table of Summary of Assessment Terms in this Exhibit B.

Tax Year	Principal (a)	Interest (b)	Assessment Installment (a) + (b)	Estimated Annual Collection Cost (c)	Estimated Annual Payment (a) + (b) + (c)
2019 ²	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]
2020	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]
2021	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]
2022	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]
2023	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]
2024	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]
2025	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]
2026	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]
2027	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]
2028	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]
2029	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]
2030	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]
2031	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]
2032	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]
2033	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]	\$[0.00]

BROWARD COUNTY PROPERTY OWNER INCOME ATTESTATION

The Broward County program requires that the **total amount of annual PACE assessments** do not exceed four percent (4%) of the total annual gross income of the property owner in the prior calendar or fiscal year, based upon an affidavit or attestation by the property owner of the owner's total annual gross income.

The estimated annual assessment payment to repay your financing is \$[Annual payment].

I/We, [Property owner name], am/are the owner(s) of the property located at:

[Property address]

attest that our annual gross household income is at least \$[minimum income].

[Property owner's name]

Identity verification code

[ID Verification code]

Date