

Prepared by and return to:

STATE OF NORTH CAROLINA

COUNTY OF [_____]¹

**ASSIGNMENT OF C-PACE LIEN AND ASSIGNMENT OF ASSESSMENT
AGREEMENT**

This ASSIGNMENT OF C-PACE LIEN (this “Assignment”) is dated as of [MONTH] __, 20__ by [City/County of _____], North Carolina (“Assignor”), to [CAPITAL PROVIDER] (“Assignee”).

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor’s right, title and interest to and under the lien created by that certain Notice of C-PACE Assessment and C-PACE Lien, dated as of [_____] , 20__ , by [_____] (“Property Owner”) and Assignor, recorded on [_____] , 20__ at Book [__] , Page [__] in the Office of the Register of Deeds of [_____]² County, North Carolina (the “Notice of Assessment”) and the Assessment Agreement dated as of [_____] , 20__ , by and among the Property Owner, Assignor, Economic Development Partnership of North Carolina, Inc., as administrator, and Assignee and attached to such Notice of Assessment, together with the obligations secured by the C-PACE Lien and all other instruments, documents and certificates executed in connection therewith. Assignee hereby accepts all of Assignor’s right, title and interest to and under the Assessment Agreement and the lien created by the Notice of Assessment, together with the obligations secured by the C-PACE Lien and all other instruments, documents and certificates executed in connection therewith.

Consistent with N.C. Gen. Stat. § 160A-239.16(b), by accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignee shall be solely responsible for enforcing the obligation of Property Owner to pay the Assessment described in the Assessment Agreement, including pursuing a foreclosure of the C-PACE Lien in accordance with N.C. Gen. Stat. § 160A-239.16(d). Assignor shall have no right or obligation to pursue such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure, except to the extent that any action on the part of Assignor or any official of Assignor is required in order to allow

¹ NTD: Insert name of county in which property is located.

² NTD: Insert name of county in which property is located.

Assignee to prosecute or effectuate the foreclosure under N.C. Gen. Stat. § 160A-239.16(d), or to ratify or confirm any action of Assignee taken in furtherance of the foregoing.

Signatures appear on following page

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

[City/County of ____], North Carolina

By: _____

Name: _____

Title: _____

[SEAL]

ATTEST:

_____, Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of said State and County, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____ and Clerk, respectively, of the [City/County of _____], North Carolina, and that by authority duly given and as the act of the [City/ County of _____], the foregoing instrument was signed in the [City's/County's] name by _____, sealed with its corporate seal and attested by such Clerk.

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public

My commission expires: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNEE:

[CAPITAL PROVIDER]

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of said State and County, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____, of [Capital Provider], and that by authority duly given and as the act of the [Capital Provider], the foregoing instrument was signed in the [Capital Provider's] name by [him/her] as its _____.

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

[INSERT]