Tax ID No: 15-12-381-027

120690-WHP

WHEN RECORDED, RETURN TO:

13184315 1/31/2020 2:01:00 PM \$40.00 Book - 10891 Pg - 5878-5897 RASHELLE HOBBS Recorder, Salt Lake County, UT COTTONWOOD TITLE BY: eCASH, DEPUTY - EF 20 P.

Husch Blackwell LLP 555 E. Wells Street, Suite 1900 Milwaukee, WI 53202 Attn: Valerie A. Johnston

RECORDED

JAN 28 2020

Energy Assessment and Lien

CITY RECORDER

In consideration for the financing advanced or to be advanced to Paxton 365, LLC, a Utah limited liability company ("Property Owner") by PACE Equity LLC, a Wisconsin limited liability company, together with its successors and assigns ("Third Party Lender") for the qualified energy efficiency upgrade as defined by the Commercial Property Assessed Clean Energy Act ("Act") Utah Code Title 11, Chapter 42a, Property Owner hereby requests and agrees to the imposition by Salt Lake City Corporation ("City") by its mayor (the "Mayor") of an assessment in the amount of ONE MILLION TWO HUNDRED FORTY-ONE THOUSAND SIX HUNDRED NINETY-SIX AND 00/100 DOLLARS (\$1,241,696.00) (the "Assessment"), in addition to all interest, fees, penalties, costs, and other sums due under and authorized by the Act. The undersigned Mayor of the City, with an office at 451 South State Street, Salt Lake City, Utah 84111, acting pursuant to authority granted under Sections 11-42a-203 and 11-42a-302 of the Act, hereby designates the hereinafter defined Property as a voluntary energy assessment area for purposes of section 11-42a-302(2) of the Act and HEREBY LEVIES AN ENERGY ASSESSMENT AGAINST AND LIEN UPON certain real property commonly referred to as 365 W. Paxton Ave., Salt Lake City, Utah 84101 and more particularly described in Schedule I, attached hereto and incorporated herein by reference (the "Property"), and situated in Salt Lake County, Utah.

Property Owner hereby consents to the City's designation of the energy assessment area, the levying of the Assessment, and creation of the Lien on the Property.

Property Owner hereby acknowledges that participation in the Commercial Property Assessed Clean Energy Program (the "C-PACE Program") is expected to result in enhanced performance of the building and other improvements located on the Property.

As required by section 11-42a-202 of the Act, Property Owner has provided to the City:

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- (a) the written consent from each person or institution holding a lien on the Property;
- (b) evidence that there are no delinquent taxes, special assessments, or water or sewer charges on the Property;
- (c) evidence that the Property is not subject to a trust deed or other lien on which there is a recorded notice of default, foreclosure, or delinquency, that has not been cured; and
- (d) evidence that there are no involuntary liens, including a lien on the Property, or on the proceeds of a contract relating to the Property, for services, labor, or materials furnished in connection with the construction or improvement of the Property.

The Assessment, together with any penalties and interest thereon:

- (a) is superior to the lien of a trust deed, mortgage, mechanic's lien or materialman's lien, or other encumbrances against the Property from the date on which this Energy Assessment and Lien is filed in the Official Public Records of Salt Lake County;
- (b) has the same priority as:

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- (i) a lien for general property taxes;
- (ii) any other energy assessment levied under the Act;
- (iii) an assessment levied under Title 11, Chapter 42, Assessment Area Act; and
- (c) continues until the Assessment and any related reduced payment obligations, interest, penalties, and costs are paid.

Contemporaneously with execution of this Energy Assessment and Lien, the City shall assign, pursuant to an Assignment of Energy Assessment Lien of even date herewith, all of its right, title and interest in and to the Energy Assessment and Lien to Third Party Lender. This Energy Assessment and Lien shall secure the repayment of a loan to finance one or more eligible improvements as evidenced by the PACE Supplemental Agreement between the Property Owner and the Third Party Lender dated January 30, 2020 (the "Financing Agreement"). This Energy Assessment and Lien is subject to the terms and conditions of the Financing Agreement and all statutory requirements of the Act.

The Assessment shall not exceed the sum of:

- (a) the contract price or estimated contract price;
- (b) overhead costs not to exceed 15% of the sum of the contract price or estimated contract price;
- (c) an amount for contingencies of not more than 10% of the sum of the contract price or estimated contract price, if the Assessment is levied before the completion of the construction of the improvements in the energy assessment area;
- (d) capitalized interest; and
- (e) an amount sufficient to fund a reserve fund.

Upon the transfer or conveyance of the Property, each subsequent owner of the Property, by accepting title to the Property, assumes and agrees to perform all of the obligations and covenants set forth herein and in the Financing Agreement and all other documents referenced

PROPERTY OF SALT LAKE CITY RECORDER'S OFFICE PO. BOX 145515 SALT LAKE CITY, UTAH 84114-5515 therein, including, without limitation, making the installment payments described in the Financing Agreement, from and after the date such owner acquires title to the Property.

This Energy Assessment and Lien constitutes a notice of assessment interest and Third Party Lender, on behalf of the City, shall file it, within five days after its effective date, with the office of the Salt Lake County Recorder pursuant to the provisions of the Act to evidence a lien for the energy assessment levied upon the Property for the special benefits conferred upon said Property by the installation of one or more eligible improvements. As required by section 11-42a-201(4) of the Act, this Energy Assessment and Lien hereby states that the City has an assessment interest in the Property and describes the Property by legal description and tax identification number.

In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligation under the Financing Agreement will be transferred to the succeeding owner without recourse on the City and with recourse on the Property Owner only for the unpaid installments of the Assessment that became due during Property Owner's period of ownership. Property Owner agrees that all improvements purchased, constructed and/or installed through financing obtained pursuant to the Act, shall be permanently affixed to the Property and will transfer with the Property to a transferee in the event of a sale or assignment of the Property.

The lien created by this Energy Assessment and Lien runs with the land and is binding upon the Property Owner, its heirs, successors and assigns. Any portion of the Assessment that has not yet become due and payable is not eliminated by a foreclosure.

This Energy Assessment and Lien shall in all respects be governed by and construed in accordance with the laws of the State of Utah. Each party expressly agrees to the jurisdiction of the district courts of the State of Utah.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:

Property Owner represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

PPOPERTY OF SALT LAVE CHARLOCKERS OF MOE RO. BOX 145515 SALT LAKE CITY, UTAH 84114-861

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Legal description of assessed property:

LOT 8, 300 WEST TOWN CENTER SUBDIVISION, SALT LAKE COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT RECORDED OCTOBER 14, 2009 AS ENTRY NO. 10816796 IN BOOK 2009P AT PAGE 148.

Tax ID No: 15-12-381-027

THE ENERGY ASSESSMENT AREA PURSUANT TO UTAH STATE CODE 11-42A-202 SHALL NOT INCLUDE ANY PROPERTY ENCUMBERED BY ANY PREVIOUSLY RECORDED MORTGAGE OR DEED OF TRUST LIEN UNLESS A WRITTEN CONSENT AGREEMENT IS EXECUTED BY THE HOLDER OF EACH EXISTING MORTGAGE OR DEED OF TRUST OR OTHER LIEN ON THE PROPERTY. EACH SUCH CONSENT AGREEMENT IS ATTACHED HERETO AND MADE PART HEREOF, OR HAS OTHERWISE BEEN PREVIOUSLY RECORDED.

[Continues on following page.]

FROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
PO. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

EXECUTED effective as of January 30 , 2020
PROPERTY OWNER:
PAXTON 365, LLC
By: 3A Partners, DIC By:
Name: Un W. Saunders
Title: Manager
Address: 2299 S. Highland Dave STE 200 Solt Lake City, UT 84106
STATE OF UTAH)
ss:
COUNTY OF Salt lake)
On the http://day of Jawy, 2020 personally appeared before me Jon Sannters (insert signer name), who being duly sworn did say that he/she (delete one) is the Manyjer of http://doi.org/10.100/10.000 and that the attached instrument was signed on behalf of said Company, and said person acknowledged to me that said limited limited company executed the same.
Notary Public Notary Public Notary Public State of Utah My Commission Expires on: July 13, 2021 Comm. Number: 695950

[Signature Page to Energy Assessment and Lien]

BEODEDAN OE SVITTVALE

Christeourder John JE RO. BOX 145515 SALT LAKE CITY, UTAH 84114-777

EXECUTED effective as of, 2	0
PROPERTY OWNER:	
PAXTON 365, LLC	
By: 3A Partners, LLC	
ĸŢĢŖ ŢBy ŗ <u>ŗ</u>	
Name:	, '
Title: MillOr Class de de la Adenta	
Address: 0:00	
STATE OF UTAH)	ne n
EQUITY OF	7000-700-100039 8.
	that the property of the second
	sonally appeared before me being duly sworn did say that he/she (delete
one) is the	, and that the attached
instrument was signed on behalf of said Company, company executed the same.	and said person acknowledged to me that said
	SANDY PHO CASEMENT NOTARY PUBLIC STATE OF UTAH My Comm. Exp 06,10,2023 Commission # 706706
	Notary Public
	PROPERTY OF SALT LAKE CITY PEOCEDER'S CHACE P.O. BOX 145515 SALT LAKE CITY, UTAH 84114-1

EXECUTED effective as of January 15, 20 20.

LOCAL GOVERNMENT: SALT LAKE CITY CO	RPORATION
By: 972000	
Name: Erin Mendunhall	RECORDED
Name: Erin Menduchs!! Title: Manyor	JAN 28 2020
STATE OF UTAH	APPROVED AS TO FORM Salt Lake City Attorney's Office Date 1-13-24 Sign 5-14-15 Print 6-54 F-14-15
STATE OF TAME ,	A VECITIVE
COUNTY OF) Assistant	Kousoloù * (1)* CITYRECORDER ** ORATE SE
On the 15th day of January, 2020 person Mendennall (insert signer name), who be	onally appeared before me
one) is the Mayor of Salt Lake City Corporation on behalf of the City, and that the City execution	oration, and that the attached instrument was
SANDY PHO CASEMENT NOTARY PUBLIC -STATE OF UTAH My Comm. Exp 06.10.2023 Commission # 706706	Notary Public Address

PROPERTY OF SALT LAKE CITY RECORDER'S OFFICE EO. BOX 145515 SALT LAKE CITY, UTAH 84114-5515

6

HB: 4820-3197-1502.8

SCHEDULE I

DESCRIPTION OF PROPERTY

LOT 8, 300 WEST TOWN CENTER SUBDIVISION, SALT LAKE COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT RECORDED OCTOBER 14, 2009 AS ENTRY NO. 10816796 IN BOOK 2009P AT PAGE 148.

Tax ID No: 15-12-381-027

CITY RECORDER'S OFFICE
PO. BOX 145515



Lender Acknowledgement to PACE Special Assessments

Date: December 30, 2019

Property/Loan Information

Building Address: 365 W. Paxton Ave., Salt Lake City, UT 84101

Taxkey/Parcel: 15-12-381-027

Mortgage Holder: Midland States Bank

Loan Number: 7100000920

This Lender Acknowledgement to Property Assessed Clean Energy ("PACE") Special Assessment ("Acknowledgement") is given by the undersigned entity (the "Lender") with respect to the above referenced loan ("Loan") and the above referenced property ("Property").

RECITALS

- A. Lender is in receipt of written notice ("Notice") from the owner of the Property ("Property Owner") that it intends to finance installation on the Property of certain energy efficiency and renewable energy improvements that will be permanently fixed to the Property ("Authorized Improvements") by participating in a PACE program sponsored by Salt Lake City, Utah and the State of Utah's Governor's Office of Energy Development ("Municipality").
- B. Lender understands that, as a result of an Energy Assessment and Lien as subsequently assigned to PACE Equity LLC and additional financing documents (collectively, the "Assessment Contract") to be entered by and among, as applicable, the Municipality, the Property Owner and PACE Equity LLC pursuant to the PACE Act: (1) the Special Assessment (as described in the Assessment Contract) will be levied on the Property and will be recorded as a lien on the Property for amounts then currently due under the Assessment Contract, (2) the Special Assessment will be collected in annual installments (the "Annual Installments"), (3) the Annual Installments will be collected on the Property's property tax bill or through other arrangements made by the Municipality, and (4) the Special Assessment is subject to the same penalties, remedies and lien priorities as real property taxes. The form of Energy Assessment and Lien is attached hereto as Exhibit A.
- C. The Property Owner has agreed in a manner acceptable to Lender to pay on a timely basis both the existing obligations secured by the Property (including the Loan) and the proposed Special Assessment. The estimated Annual Installments are attached hereto as Exhibit B. The Lender acknowledges that the Annual Installments shown on Exhibit B may not be final and that the final Annual Installments may be based on an interest rate of up to 50 basis points higher than the interest rate shown on Exhibit B.
- D. The Lender consents to the Property Owner's execution of the Energy Assessment and Lien, any exhibits thereto, the Assessment Contract and all documents reasonably requested by PACE Equity LLC (or its assigns), the imposition of the Special Assessment on the Property, and the recording of any of the foregoing documents as the same maybe requested by Municipality or PACE Equity LLC.

Continued next page

731 North Jackson Street, Suite 420 • Milwaukee WI 53202 • 855-378-0858

DocID: 4833-9789-3549.1



ACKNOWLEDGEMENT

The undersigned hereby represents that it is authorized to execute this Acknowledgement on behalf of the Lender. The Lender hereby (i) confirms that it has received the Notice, (ii) acknowledges the levy of the Special Assessment pursuant to the Energy Assessment and Lien and Assessment Contract, (iii) agrees that the levy of the Special Assessment will not constitute an event of default or trigger the exercise of any remedies under the loan documents, and (iv) acknowledges and agrees that the Special Assessment is subject to the same penalties, remedies and lien priorities as real property taxes, and, therefore, shall have preference over any mortgage, deed of trust or similar encumbrance recorded against the Property. The Lender hereby acknowledges and agrees that the Property Owner and the Municipality may rely on the representations and acknowledgements of the Lender set forth in this Acknowledgement.

Lender: Midland States Bank									
Ву:	Frederick F. Sinkovits								
Signature:	7-117. 4:14								
Title:	Associate Director Commercial								
	Banking								
Date:	12/30/19								
State: IL)								
County: Will) ss:)								

The foregoing instrument was acknowledged before me this 30th day of December, 2019, by Frederick F. Sinkovits, Associate Director Commercial Banking, on behalf of said Midland States Bank.

Notary Public

OFFICIAL SEAL
DAWN MCCARTY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/13/21

731 North Jackson Street, Suite 420 • Milwaukee WI 53202 • 855-378-0858

DocID: 4833-9789-3549.1

BK 10891 PG 5887



Exhibit A: Form of Assessment Contract

DocID: 4833-9789-3549.1

WHEN RECORDED, RETURN TO:

Husch Blackwell LLP 555 E. Wells Street, Suite 1900 Milwaukee, WI 53202 Attn: Valerie A. Johnston

Energy Assessment and Lien

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- (b) has the same priority as:
 - (i) a lien for general property taxes;
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therein, including, without limitation, making the installment payments described in the Financing Agreement, from and after the date such owner acquires title to the Property.

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REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:

Property Owner represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

Legal description of assessed property:

LOT 8, 300 WEST TOWN CENTER SUBDIVISION, SALT LAKE COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT RECORDED OCTOBER 14, 2009 AS ENTRY NO. 10816796 IN BOOK 2009P AT PAGE 148.

Tax ID No: 15-12-381-027

THE ENERGY ASSESSMENT AREA PURSUANT TO UTAH STATE CODE 11-42A-202 SHALL NOT INCLUDE ANY PROPERTY ENCUMBERED BY ANY PREVIOUSLY RECORDED MORTGAGE OR DEED OF TRUST LIEN UNLESS A WRITTEN CONSENT AGREEMENT IS EXECUTED BY THE HOLDER OF EACH EXISTING MORTGAGE OR DEED OF TRUST OR OTHER LIEN ON THE PROPERTY. EACH SUCH CONSENT AGREEMENT IS ATTACHED HERETO AND MADE PART HEREOF, OR HAS OTHERWISE BEEN PREVIOUSLY RECORDED.

[Continues on following page.]

EXECUTED effective as of	, 20
PROPERTY OWNER:	
PAXTON 365, LLC	
By: 3A Partners, LLC	
By:	
Name:	
Title:	<u></u>
Address:	
STATE OF UTAH)	
ss:	
COUNTY OF)	
On theday of, 2	2020 personally appeared before me ne), who being duly sworn did say that he/she (delete
one) is the of	, and that the attached
instrument was signed on behalf of said C company executed the s	ompany, and said person acknowledged to me that said ame.
•	
	Notary Public

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EXECUTED effective as of, 20
LOCAL GOVERNMENT: SALT LAKE CITY CORPORATION
By:
Name:
Title:
STATE OF UTAH)
ss:
COUNTY OF)
On theday of, 2020 personally appeared before me(insert signer name), who being duly sworn did say that he/she (delete one) is the of Salt Lake City Corporation, and that the attached instrument was signed on behalf of the City , and that the City executed the same.
Notary Public Address

6

SCHEDULE I

DESCRIPTION OF PROPERTY

LOT 8, 300 WEST TOWN CENTER SUBDIVISION, SALT LAKE COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT RECORDED OCTOBER 14, 2009 AS ENTRY NO. 10816796 IN BOOK 2009P AT PAGE 148.

Tax ID No: 15-12-381-027



Exhibit B: Estimated Annual Assessments

PAYMENT SCHEDULE

71.7	Statutory	3			1		1		271.1		14 23 2 4	Progra	un Administrator				
Penod	Payment Date	j	Year .		Beg Balance		Principal	. 34	Interest	, ,	P&I Payment	*	- Fee	PE	Sorvicing For	1, 7	Total Assistment
1	11/15/2022		2022	2	1,241,696.00	9.	21,601.00	\$	78,599.36	3	100,200.36	\$		5	1,003.00	\$	101,202,36
2	15/15/2023		2011	\$	1,226,099.50	5	22,968,39	\$	77,137.01	Š	106,700.16	\$	•	\$	1,002.00	\$	101,202.36
3	11/15/2024		2024	5	1,197,126.65	\$	24,422,24	\$	75,778.12	\$	100,200,36	\$	-	\$	1,002.00	.5	101,202,36
4	11/15/2025		2015	5	1,172,704.40	\$	25,948.17	ş	74,232.10	\$	100,20036	\$		\$	1,002.00	\$	101,262.16
5	11/15/2026		2026	\$	1,146,736.33	5	27,611.98	\$	77,589,40	Š.	100,200.16	\$	+	\$	1,002.00	4	101,202.36
6	11/15/2027		2017	5	1,119,124,27	Š	29,359/79	\$	70,840.57	\$	100,200.36	\$		Ś	1,002,00	\$	101;362;36
7	11/15/2028		2028	5	1,089,764.48	5	91,218.27	5	68,982,09	\$	100,200.36	\$	=	\$	1,052,00	5	101,202,35
ż	11/15/2029		2029	5	1,058,946,21	5	33,194.39	\$	67,003.98	\$	100,200.36	\$	•	\$	1,602.00	5	101,202,36
9.	11/15/2010		2030	5	1,025,351.83	5	35,795.59	5	64,984.77	9	100,200.36	\$	•	\$	1,002,00	5	101,702,35
10	11/15/2031		2031	·ģ.	990,056,24		37,529,80	Š	62,670.56	\$	100,200,36	\$		\$	1,002,00	\$	101,202.36
11	11/15/2032		2032		952,526,48		39,905,44	5	60,294,92	\$	100,200.36	\$		\$	1,002,00	5	101,202,36
12	11/15/2033		2013	5	912,621.65		42,631.45	3	57,769.91	5	100,200.36	\$		3	1,002.00	5	161,102.35
13	11/15/2034		.2034		970,189,54		45,117:36	ŝ	55,081,00	5	300,200.36	3		\$	1,002.00	\$	101,20236
14	11/15/2035		2033	ŝ	825,072,18	-	47,973.25	\$	52,227.07	3	100,200,36	\$		\$	1,002,00	5	161,702.95
15	11/19/2036		2036	\$	227,096,89	\$	51,019.00	*	49,170.36	ş	100,200.36	*		Š	1,002.00	\$	161,20236
16	11/15/2037		2037	\$	726,038,89		54,238.93	5	45,961,43	\$	100,200.36	\$		-\$	1,002.00	\$	101,792.25
17	11/15/2038		2028	-5	471,845,55		57,572.26	ŝ	42,338.10	Ś	100,200,\$6	5		. 5	1,002,00	*	101,252,36
18	11/15/2039		2039	\$	614,177,70	4	61,322,91		38,877.45	- 5	100,700.36	ş	<u></u>	5	1,002,00	5	101,253.36
19	11/15/2040		2040		\$52,854.78		65,204.65	\$	34,505.71	\$	100,100.36	5	•	\$	1,002.00	\$	101,202.36
20	11/15/2041		2041	3	457,650,13		69,332,11	5	40,668.25	5	100, 200.36	Š	w w	5	1,002.00	5	101,202.36
21	11/15/2047		2042		418,318,02		73,770,83	Š	26,479.53	Š	100,200,36	\$	•	5	1,002.00	.\$	101,202.36
22	11/15/2043		2043		144,597,19	-	78,387.36	ŝ	21,813.50		100,20036	٠\$	-	5	\$,002.00	\$	101,20235
23	11/15/2044		2044		266,209.63		11,149.28		16,861.08		100,109.36			\$	1,052.00	5	101,202.36
24	11/15/2045		2045	Š	182:860.56		22,525,29		11,575,07		100,200,36		•	\$	1,002,00	5	101,202,36
98	A		2015	4	64-35E-39	ě	8572572	÷.	cast no		166 250 36	•		5	1.667.00	4	101.207.36