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12/30/2019 12:35:00 PM \$40.00
Book - 10879 Pg - 1383-1387
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED, RETURN TO:

Jacob Carlton, Esq.
Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah 84101

CIA 108821-CAF
TIA 15-01-226-007

ENERGY ASSESSMENT AND LIEN

In connection with the financing advanced or to be advanced to SALT LAKE CITY CH, LLC, a Delaware limited liability company (“**Property Owner**”) by SLC CP 2019, L.L.C., a Delaware limited liability company (“**Third-Party Lender**”), for the qualified energy efficiency upgrades and/or renewable energy systems (as such terms are defined by the Commercial Property Assessed Clean Energy Act, Title 11, Chapter 42a, Utah Code Annotated 1953, as amended (the “**Act**”)) on certain real property more particularly described on Exhibit A attached hereto (the “**Property**”), Property Owner agrees to the final terms of an assessment levied by Salt Lake City, Utah (the “**Assessment**”) as set forth on Exhibit B attached hereto. The Assessment is evidenced by a Notice of Assessment Interest given by Salt Lake City, Utah (the “**City**”), recorded on November 12, 2019 as Instrument No. 13122010 in the office of the records of Salt Lake County, State of Utah and was assigned by the City to the Third-Party Lender pursuant to the Assignment of Notice of Assessment Interest recorded on December 30, 2019 as Instrument No. 13150663 in the office of the records of Salt Lake County, State of Utah. This Energy Assessment and Lien is subject to the terms and conditions of the C-PACE Financing Agreement dated as of December 30, 2019 by and between the Property Owner and the Third-Party Lender (the “**Financing Agreement**”) and all statutory requirements of the Act.

Upon the transfer or conveyance of the Property, Property Owner agrees that all improvements purchased, constructed and/or installed on the Property through financing obtained pursuant to the Act, shall be permanently affixed to the Property, shall thereupon and thereafter be and be deemed to constitute real property as a matter of law and will transfer with the Property to a transferee upon sale, transfer, conveyance or assignment of the Property. Upon sale, transfer, conveyance or assignment of the Property, each subsequent holder of record and beneficial title to the Property, by accepting title to the Property, irrevocably and unconditionally assumes and agrees to perform each and all of the obligations and covenants set forth herein and in the Financing Agreement and each and all of the other documents referenced therein, including, without limitation, making the installment payments described in the Financing Agreement as and when required, from and after the date such subsequent holder of record and beneficial title to the Property acquires record and beneficial title to the Property and thereby consents to and is deemed to have irrevocably and unconditionally consented to all enforcement remedies as set forth in the Act and the Financing Agreement.

The lien created by this Energy Assessment and the obligations of the Property Owner set forth in the Financing Agreement run with the land and are 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.

The Property Owner hereby waives the right to contest the levy of the assessment and any proceeding to designate the Energy Assessment Area as set forth in Section 11-42a-104 of the Commercial Property Assessed Clean Energy Act, Title 11, Chapter 41a, Utah Code 1953, as amended.

(Signatures and Notary Acknowledgments on Following Pages)

EXECUTED effective as of December 30, 2019.

PROPERTY OWNER:

SALT LAKE CITY CH, LLC, a Delaware limited liability company

By: [Signature]
Name: Ambrish K. Baisiwal
Title: Authorized Signatory

STATE OF Georgia)
COUNTY OF DeKalb) ss:

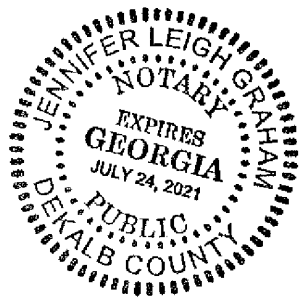
On the 16 day of December, 2019, personally appeared before me Ambrish K. Baisiwal ~~Jennifer Leigh Graham~~ who being duly sworn did say that he/she is the CEO of Salt Lake City CH, LLC, a Delaware limited liability company, and said person acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(Seal)

Jennifer Leigh Graham
(Notary Public)

My commission expires July 24, 2021.



EXECUTED effective as of December 30, 2019.

PROPERTY OWNER:

SALT LAKE CITY CH, LLC, a Delaware limited liability company

By: [Signature]
Name: Ambrish K. Baisiwala
Title: Authorized Signatory

STATE OF Georgia)
COUNTY OF DeKalb) ss:

On the 16 day of December, 2019 personally appeared before me Jennifer Graham, who being duly sworn did say that he/she is the CEO of Salt Lake City CH, LLC, a Delaware limited liability company, and said person acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(Seal)

Jennifer Leigh Graham
(Notary Public)

My commission expires July 24, 2021



EXHIBIT A

DESCRIPTION OF PROPERTY

Tax ID Number: 15-01-226-007

A parcel of land being part of Block 68, Plat "A", Salt Lake City Survey located in the Northeast quarter of Section 1, Township 1 South, Range 1 West of the Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at the Southeast corner of said Block 68, which point is 63.98 feet South 89°56'38" West and 64.43 feet North 00°02'52" West from the city monument located at the intersection of 200 South and West Temple Streets; thence South 89°56'38" West (record = South 89°58'16" West) 220.00 feet along the South line of said Block 68; thence North 00°02'46" West 325.11 feet; thence North 89°57'14" East 220.00 feet to the East line of said Block 68; thence South 00°02'46" East (record = South 00°00'59" East) 325.07 feet along said East line to the point of beginning.

EXHIBIT B

FINAL TERMS OF ASSESSMENT

Payment Date	Total Payment
12/30/2019	-
11/30/2020	2,422,816.67
11/30/2021	2,631,928.82
11/30/2022	2,631,928.82
11/30/2023	2,633,428.82
11/30/2024	2,640,639.58
11/30/2025	2,633,428.82
11/30/2026	2,633,428.82
11/30/2027	2,633,428.82
11/30/2028	2,640,639.58
11/30/2029	2,633,428.82
11/30/2030	4,319,809.24
11/30/2031	4,319,809.24
11/30/2032	4,319,809.24
11/30/2033	4,319,809.24
11/30/2034	4,319,809.24
11/30/2035	4,319,809.24
11/30/2036	4,319,809.24
11/30/2037	4,319,809.24
11/30/2038	4,319,809.24
11/30/2039	4,319,809.24
11/30/2040	4,319,809.24
11/30/2041	4,319,809.24
11/30/2042	4,319,809.24
11/30/2043	4,319,809.24
11/30/2044	4,319,809.24
11/30/2045	4,319,809.24
11/30/2046	4,319,809.24
11/30/2047	4,319,809.24
11/30/2048	4,319,809.24
11/30/2049	4,317,447.49
Total	\$ 112,528,920.62