

Record and return to:

Energy Improvement Corporation
2875 Route 35
Katonah, NY 10536
Attn: Sarah Smiley

ASSIGNMENT OF BENEFIT ASSESSMENT LIEN

KNOW ALL PERSONS BY THESE PRESENTS, that Energy Improvement Corporation, a local development corporation located at 2875 Route 35, Katonah, NY 10536, and formed under the laws of the State of New York (hereinafter referred to as “EIC” or the “Assignor”), acting on behalf of [County/City/Town/Village], a New York municipal corporation (the “Municipality”), pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Municipality establishing the Energize NY Open C-PACE Financing Program in the Municipality, and the Municipal Agreement between the Municipality and EIC dated _____, 20__ (the “Municipal Agreement”), in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby quit-claims, grants, bargains, sells, conveys, assigns, transfers and sets over unto [Capital Provider] (the “Assignee”), located at [Capital Provider Address], under that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated _____, 20__, as may be amended (the “Finance Agreement”), without warranty and without recourse, all of its right, title and interest in and to that certain Benefit Assessment Lien and each Annual Installment Lien and the debts secured thereby together with such interest, fees, and expenses of collection as may be provided by law, filed by EIC, on behalf of the Municipality, on the land records, on property owned on the date hereof in whole or in part by _____ and as described on **Attachment 1** and also commonly referred to as _____, filed simultaneously herewith and made a part hereof (the “Benefit Assessment Lien”), to have and to hold the same unto the said Assignee, its successor and assigns forever.

This Assignment is made, given, and executed pursuant to the authority granted to Assignor as agent of the Municipality pursuant to Article 5-L of the General Municipal Law of the State of New York, the Local Law, and the Municipal Agreement.

By execution of this Assignment, the Assignor assigns to Assignee, and the Assignee assumes, all of the rights at law or in equity, obligations, powers and duties as the Assignor or the Municipality would have with respect to the Benefit Assessment Lien, if the Benefit Assessment Lien had not been assigned with regard to precedence and priority of such Benefit Assessment Lien, the accrual of interest, charges, fees and expenses of collection, pursuant to the Local Law.

This Assignment by the Assignor is absolute and irrevocable and the [County/City/Town/Village] shall retain no interest, reversionary or otherwise, in the Benefit Assessment Lien.

The filing of this Assignment is done pursuant to the Local Law No. ____ of 20__, as such law may be amended from time to time, to Establish a Sustainable Energy Loan Program (OPEN
2.9.2021

C-PACE) and the Municipal Agreement, by and between the Energy Improvement Corporation (EIC) and the [MUNICIPALITY]. Accordingly, EIC is a constituted authority acting as an agent of the [Municipality] and the recording of this Assignment shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the [MUNICIPALITY].

Effective this ____ day of _____, 20__.

[SIGNATURE PAGES TO FOLLOW]

**Attachment 1 to Assignment of Benefit Assessment
Lien - Property Description**