Record and return to:
Energy Improvement Corporation
2875 Route 35
Katonah, NY 10536
Attn: Sarah Smiley

CERTIFICATE OF LEVY AND LIEN OF BENEFIT ASSESSMENT

Energy Improvement Corporation, located at 2875 Route 35, Katonah, NY, 10536, a local development corporation formed under the laws of the State of New York ("EIC"), acting on behalf of [County/City/Town/Village] (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____, HEREBY LEVIES A BENEFIT ASSESSMENT AGAINST AND LIEN UPON certain real property commonly referred to as___and described more particularly in the attached **Attachment 1** (the "Benefited Property"), situated in the Municipality and owned on the date hereof in whole or in part by_____ (the "Benefited Property Owner"), located at [Property Owner Address], said levy and lien shall secure the repayment of financing for energy improvements or other improvements from time to time authorized by the Enabling Act made or to be made to the Benefited Property pursuant to that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider], located at [Capital Provider Address], dated _____, 20__, as may be amended (the "Finance Agreement"). The amount and repayment of said levy and lien, as determined by EIC, on behalf of the Municipality, are as follows: an installment payment schedule set forth in the attached **Attachment 2** is in effect for payment of the Benefit Assessment, and is based on the principal amount of the Benefit Assessment of $___, with interest thereon at a fixed rate equal to__% per annum, with [#] annual installments of principal and interest (the "Annual Installment Amount") due and payable pursuant to the Finance Agreement. The Annual Installment Amount may be adjusted to reflect any permitted prepayments received or additional interest or charges due to late payments or defaults, as provided in the Finance Agreement.

Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. In the event that any Annual Installment Amount shall remain unpaid for thirty days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid Annual Installment Amount at the rate of__% per annum, as provided in the Finance Agreement. All existing holders of any mortgage on the Benefited Property have consented to the levy and assessment of the Benefit Assessment Lien by the Municipality against the Benefitted Property, and copies of such consents have been provided to EIC.

At such time as the principal and interest payments of the Benefit Assessment have been satisfied and paid in full, a Satisfaction and Release of Benefit Assessment Lien shall be filed by EIC, on behalf of the Municipality, in the land records for the Municipality evidencing such release.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the

Local Law to evidence a lien for the Benefit Assessment levied upon the Benefited Property for the special benefits conferred upon said Benefited Property by the energy improvements related thereto. Pursuant to the Act, this lien shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, municipal charges, or governmentally imposed assessments in respect of services or benefits to the Benefited Property, which liens shall have priority over this lien.

The portion of this Certificate which constitutes a levy of Benefit Assessment and notice of installment payment of Benefit Assessment is filed pursuant to the provisions of the Local Law and the General Municipal Law of the State of New York, as amended.

The filing of this Certificate 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 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 lien 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_____, 2020

[SIGNATURE PAGES TO FOLLOW]

ENERGY IMPROVEMENT CORPORATION

By:_____
Name: Susan C. Morth
Title: CEO

STATE OF NEW YORK)
) ss.
COUNTY OF_____)

On the _____day of_____, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Acknowledged and Agreed:

PROPERTY OWNER:

[PROPERTY OWNER NAME]

By: _____

[Property Owner Name]

STATE OF NEW YORK)
) ss.
COUNTY OF_____)

On the ____day of_____, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment 1 to Certificate of Levy - Property Description

Attachment 2 to Certificate of Levy - Payment Schedule

Received for Record:_____, 20___at_____A.M./P.M.

Recorded in the_____land records at Volume_____, Page_____.

_____
Clerk of [County/City/Town/Village]