

WHEN RECORDED, RETURN TO:

Greenworks Lending LLC  
28 Thorndal Circle, 3<sup>rd</sup> Floor  
Darien, Connecticut 06820

**ASSIGNMENT OF ENERGY ASSESSMENT AND LIEN**

This Assignment of Energy Assessment and Lien is made and entered into as of this 13<sup>th</sup> day of January, 2021 by and between the Town of Alta, a political subdivision of the State of Utah (the “Town”) and Greenworks Lending LLC, a Delaware limited liability company duly authorized to conduct business in Utah, together with any successors or assigns (“Third-Party Lender”), pursuant to the Commercial Property Assessed Clean Energy Act (the “Act”), Utah Code Title 11, Chapter 42a.

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein the Town hereby quit-claims, grants, bargains, sells, conveys, assigns, and transfers to Third-Party Lender, without warranty, covenants or recourse, all of its right, title and interest in and to the Energy Assessment and Lien executed of even date herewith and filed in the Land Records of Salt Lake County (the “Lien”). The Assessment (as such term is defined in the Lien) constitutes a lien against the real property owned by Snowpine Real Property, LLC (the “Property Owner”) and more particularly described in Schedule I attached hereto and incorporated herein by reference (the “Property”). The Property is commonly referred to as 10420 East Little Cottonwood Canyon Road, East Highway 210, Alta, Utah 84092.

All assessment payments due under the Lien will be billed, collected and received by Third-Party Lender, or an assignee thereof, in accordance with that certain Financing Agreement by and between Property Owner and Third-Party Lender dated as of the date hereof (“Financing Agreement”). Third-Party Lender will be responsible for all servicing duties.

The Financing Agreement must clearly state the amount financed, which may not exceed the sum of: 1) the contract price or estimated contract price; 2) overhead costs not to exceed 15% of the sum of the contract price or estimated contract price; 3) an amount for contingencies of not more than 10% of the contract price or estimated contract price, if the Assessment is levied before the completion of construction of the improvements in the energy assessment area; 4) capitalized interest; and, 5) an amount sufficient to fund a reserve fund.

In the event of an Event of Default (as defined in the Financing Agreement) or nonpayment by Property Owner of payment of the installments due under the Financing Agreement, the Third-Party Lender possesses the rights and powers at law or in equity to enforce the Lien only in accordance with Section 11-42a-303(2) of the Act. The Lien shall be enforced by the Third-Party Lender in accordance with Section 11-42a-303(1)(a)(ii)(B) or (C), or Section 11-42a-303(1)(a)(ii)(A) provided pursuit of the method of enforcement described in Section 11-42a-303(1)(a)(ii)(A) does not result in any costs to the Town of Alta or require any actions on the part of the Town of Alta. In any action to collect a delinquent installment of the Assessment, the Third-

Party Lender shall be entitled to any additional sums including contractual penalties and interest, due to it under the Financing Agreement and in accordance with the Act.

In the event that any such installment shall remain unpaid for 7 days, the Third-Party Lender may:

- (i) declare the delinquent amount to be immediately due and subject to collection as provided in the Act; and
- (ii) charge and collect all costs of collection, including attorney fees.

The Third-Party Lender may not accelerate payment of the total unpaid balance of the Assessment.

At such time as the payments of the Assessment have been satisfied and paid in full, the Third-Party Lender shall file a release in the Land Records of Salt Lake County.

Third-Party Lender, or any assignee thereof, shall have the right to assign the Lien by notifying the Property Owner in writing of any such assignment or transfer and the address to which payment of future installments should be mailed according to the payment schedule included in the Financing Documents; and

The assignee or transferee of the right to receive installments shall execute an explicit written assumption of all of Third-Party Lender's obligations under the Lien and this Assignment of Energy Assessment and Lien. The transferee shall provide written notice of the assumption agreement to the Town.

This Assignment of Energy Assessment and Lien is made, given, and executed pursuant to the authority granted to the Town by the Act.

The Town is not liable to pay the Assessment, and the financing in connection with this Assignment of Energy Assessment and Lien is not an obligation of the Town or a charge against the Town's general credit or taxing power.

At the election of the Town, Third-Party Lender shall be subject to an audit regarding the assigned Lien.

Third-Party Lender shall submit monthly reports to the Town regarding the payments received from the Property Owner commencing on November 30, 2024 and on the same day of each successive month thereafter until the assessment is paid in full.

Third-Party Lender shall be subject to an audit by the State Auditor regarding the assigned Lien.

Third-Party Lender shall indemnify and hold harmless the Town from and against any and all losses, liabilities, penalties, fines, damages, and claims, and all related costs and expenses

(including attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with any of the following:

(a) Any dispute, claim, demand, action, citation, or legal proceeding arising out of or related to the financing of the energy improvement:

(b) Any dispute, claim, demand, action, citation, or legal proceeding arising out of or related to the enforcement of the Energy Assessment and Lien;

(c) Any dispute, claim, demand, action, citation, or legal proceeding resulting from any act or omission of the Third-Party Lender or any act or omission of the Town.

By executing this Assignment of Energy Assessment and Lien, Third-Party Lender certifies that it has received documentation from Property Owner evidencing: (i) Property Owner is current on payments on all loans secured by a mortgage or deed of trust lien on the Property, (ii) Property Owner is not insolvent or subject to bankruptcy proceedings, and (iii) Property Owner's title to the Property is not in dispute.

Third-Party Lender represents and warrants that it shall comply with all provisions of the Act.

This Assignment of Energy Assessment and Lien by the Town is absolute and irrevocable, and Town shall retain no interest, reversionary or otherwise, in the Lien.

**REPRESENTATION REGARDING ETHICAL STANDARDS FOR TOWN OFFICERS AND EMPLOYEES AND FORMER TOWN OFFICERS AND EMPLOYEES:**

Third-Party Lender represents that it has not: (1) provided an illegal gift or payoff to a Town officer or employee or former Town 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; or (3) knowingly breached any of the ethical standards set forth in the Utah State Municipal Officers' and Employees' Ethics Act, Utah Code 10-3-13.

Executed effective as of January 13, 2021

**[Signature pages follow]**

IN WITNESS WHEREOF, Third-Party Lender has executed this Assignment of Energy Assessment and Lien as of the day and year first above-written.

**THIRD-PARTY LENDER:**

**GREENWORKS LENDING LLC**

By: \_\_\_\_\_

Name: Jessica Bailey

Title: Chief Executive Officer

STATE OF CONNECTICUT

ss: Darien

COUNTY OF FAIRFIELD

On the \_\_\_\_ day of January, 2021 personally appeared before me Jessica Bailey who being duly sworn upon their oath did say that she is the Chief Executive Officer of Greenworks Lending LLC, and that the attached instrument was signed on behalf of said Company, and that the company executed the same.

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Notary Public

IN WITNESS WHEREOF, the Town has executed this Assignment of Energy Assessment and Lien as of the day and year first above-written.

**TOWN:**

**TOWN OF ALTA**

By: \_\_\_\_\_

Name: Harris Sondak

Title: Mayor

STATE OF UTAH

ss:

COUNTY OF SALT LAKE

On the \_\_\_\_day of \_\_\_\_\_, 2021 personally appeared before me Harris Sondak, who being duly sworn upon their oath did say that he is the Mayor of the Town of Alta and that the attached instrument was signed on behalf of said Town and that the Town executed same.

\_\_\_\_\_

Notary Public

**SCHEDULE I**

**DESCRIPTION OF PROPERTY**

The land located in Salt Lake County, UT and described as:

A PART OF THE NORTHEAST QUARTER, SECTION 5, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 40°05' EAST 1,104.21 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION; THENCE NORTH 61°09' EAST 236.99 FEET; THENCE SOUTH 13°16' EAST 246.44 FEET; THENCE SOUTH 71°45' WEST 217.62 FEET; THENCE NORTH 16°31' WEST 202.05 FEET TO THE POINT OF BEGINNING.

Said property is also known by the street address of:

10420 East Little Cottonwood Canyon Road, East Highway 210  
Alta, UT 84092

Tax Identification Number: 30-05-251-003-0000