

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment"), dated effective as of December 20, 2018 (the "Effective Date"), is made by PETROS PACE FINANCE, LLC, a Texas limited liability company ("Assignor") to PETROS PACE FINANCE TRUST A07, a New York common law trust ("Assignee"). Assignor and Assignee are referred to at times, each individually as a "Party," and collectively as the "Parties."

#### Agreement

1. For good and valuable consideration and the payment of Ten Dollars and No Cents (\$10.00), the receipt and sufficiency of which is hereby acknowledged, confessed, stipulated and agreed upon by Assignor, Assignor ASSIGNS, BARGAINS, GIVES, SETS OVER, CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor's rights, title, interest, obligations, and duties under the PACE loan documents entered into by Assignor, The Residences at the Capitol District, LLC, and the Eastern Nebraska Clean Energy District, including the PACE Loan Agreement, the Secured Promissory Note and the Assessment Contract (the "Loan Documents"), relating to the assessment property described in the attached Exhibit A, together with all of Assignor's rights to receive payments from The Residences at the Capitol District, LLC and/or Wilmington Trust payable in accordance with the Loan Documents arising on or after the date of this Assignment (the "Transferred Interest").

2. Assignor warrants that: (i) it is authorized to execute this document; (ii) it is conveying good, indefeasible title to the Transferred Interest; (iii) the Transferred Interest is free and clear of all liens and encumbrances, and no party has any rights in or to acquire, or hold as security, or otherwise, the Transferred Interest; and (iv) it has provided the City of Omaha, Nebraska, with a notice of this Assignment.

3. Assignor hereby agrees to make, execute and deliver to Assignee any and all further instruments of conveyance, assignment or transfer, and any and all other instruments, as may be necessary or proper to carry out the purpose and intent of this Assignment and/or to fully vest Assignee in all rights, titles, interests obligations, and duties of Assignor in and to the Transferred Interest, which instruments shall be delivered to Assignee as soon as possible without any condition or delay on the part of Assignor.

4. Assignee hereby accepts all of Assignor's rights, title, interest, obligations, and duties under the Loan Documents, including, without limitation, the PACE Loan Agreement, the Secured Promissory Note and the Assessment Contract and agrees to be bound by its terms. From and after the date of this Assignment, Assignee shall be a party to the Loan Documents and shall have the rights and obligations of the Assignor specified thereunder, and Assignee shall be deemed to be the "Lender" for all purposes of the Loan Documents.

5. All notices, certificates or communications provided under the Loan Documents to Assignee shall be delivered as provided in the Loan Documents to:

Assignee:                   Petros PACE Finance Trust A07  
                                  C/O Petros PACE Finance, LLC  
                                  300 W. 6<sup>th</sup> Street, Suite 1540  
                                  Austin, TX 78701  
                                  ATTN: Legal

6.       This Assignment shall inure to the benefit of and be binding upon the successors and assigns of Assignor and Assignee.

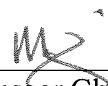
7.       This Assignment shall be construed under and enforced in accordance with the laws of the State of Nebraska. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

***[SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS WHEREOF, Assignor and Assignee hereby agree to be bound by the terms of this Assignment and each has executed this Assignment to be effective as of the Effective Date.


**ASSIGNOR:**

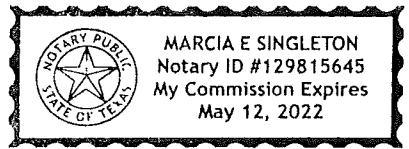
**PETROS PACE FINANCE, LLC**

  
\_\_\_\_\_  
By: Mansoor Ghori  
Its: Manager

STATE OF Texas )  
COUNTY OF Travis )

This Assignment & Assumption Agreement was acknowledged and signed before me on this 17<sup>th</sup> day of December, 2018 by Mansoor Ghori, Manager of Petros PACE Finance, LLC.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: May 12, 2022

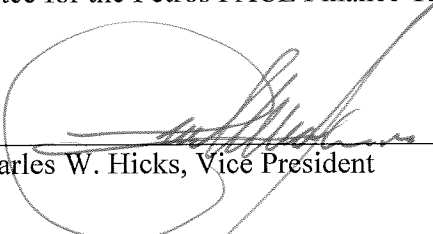


IN WITNESS WHEREOF, Assignor and Assignee hereby agree to be bound by the terms of this Assignment and each has executed this Assignment to be effective as of the Effective Date.

**ASSIGNEE:**

**PETROS PACE FINANCE TRUST A07,**  
a New York common law trust

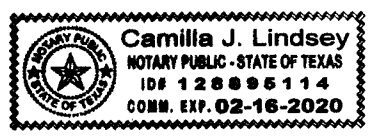
By: Wilmington Trust, National Association,  
not in its individual capacity, but solely as  
trustee for the Petros PACE Finance Trust A07

By:   
\_\_\_\_\_  
Charles W. Hicks, Vice President

STATE OF Texas )  
COUNTY OF Dallas )

This Assignment & Assumption Agreement was acknowledged and signed before me on  
this 17<sup>th</sup> day of December, 2018 by Charles Hicks, Vice President of  
Wilmington Trust, National Association,

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 2-16-20



**EXHIBIT A**

**LEGAL DESCRIPTION**

**Excess Parcel:** 0747050055

**Tax Key:** 4705 0055 07

**Base Parcel:** 0747050053

**Tax Key:** 4705 0053 07

Lot 2 in The Capitol District, an addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with that part of vacated Davenport Street adjacent thereto on the North