



MISC Inst. # 2018100446, Pg: 1 of 5 Rec Date: 12/20/2018 11:50:15.043

Fee Received: \$34.00 Electronically Recorded By: MS

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

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 A06, 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, Capitol District Hotel, LLC, and the Eastern Nebraska Clean Energy District, including the PACE Loan Agreement, the Secured Promissory Note and the Assessment Contract Real Estate Covenant (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 Capitol District Hotel, 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:

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Assignee: Petros PACE Finance Trust A06
C/O Petros PACE Finance, LLC
300 W. 6th 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]

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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



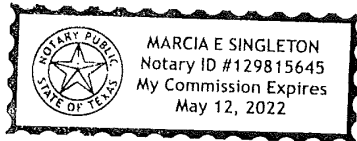
By: Mansoor Ghori
Its: Manager

STATE OF Texas)
COUNTY OF Travis)

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



Notary Public
My Commission Expires: May 12, 2022



Signature Page to
Assignment & Assumption Agreement

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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 A06,
a New York common law trust

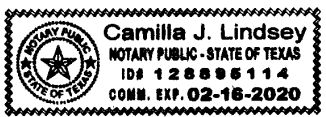
By: Wilmington Trust, National Association,
not in its individual capacity, but solely as
trustee for the Petros PACE Finance Trust A06

By: 
Charles W. Hicks, Vice President

STATE OF Texas)
COUNTY OF Dallas)

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


Notary Public
My Commission Expires: 2-16-20



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EXHIBIT A
LEGAL DESCRIPTION

Base Parcel: 0747050073
Tax Key: 4705 0073 07

Excess Parcel: 0747050075
Tax Key: 4705 0075 07

Lot 2, in The Capitol District Replat 1, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.