

**RECORDING REQUESTED BY
AND PREPARED BY AND WHEN
RECORDED MAIL TO:**

Joseph B. Stanton
Nelson Mullins Broad & Cassel LLP
390 North Orange Avenue
Suite 1400
Orlando, Florida 32801

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**SUMMARY MEMORANDUM OF THE FLORIDA HERO PROGRAM
FINANCING AGREEMENT**

The Florida Resiliency and Energy District (“FRED” or the “Local Government”), a separate legal entity and local government formed under Florida Statute Section 163.01, hereby provides notice of the levy and collection by the Local Government of a voluntary non ad-valorem assessment for Property Assessed Clean Energy (“PACE”) qualifying improvements, authorized pursuant to Section 163.08, Florida Statutes, as amended (the “Florida PACE Act”), and Florida Statutes Sections 197.3632 and 197.3635, as amended and supplemented (the “Uniform Assessment Collection Act”).

The Local Government, using the Florida Development Finance Corporation’s (“FDFC”) PACE Program in partnership with Renovate America, Inc. (“**Renovate America**” or “Program Administrator”) and their Florida Home Energy Renovation Opportunity Program (“**HERO**”) Program (the “Program”) will allow financing of certain renewable energy, energy efficiency, and wind resistance improvements that are permanently fixed to real property (the “Improvements”) through the levy and collection of voluntary non ad-valorem assessments pursuant to the Florida PACE Act and the Uniform Assessment Collection Act.

The Local Government, FDFC, and the record owner(s) (the “Property Owners” or “You”) of the real property described on Exhibit “A” to this Notice (the “Property”) have entered into that certain Financing Agreement dated **<Date>** (the “Financing Agreement”). Pursuant to Section 12 of the Financing Agreement and with the consent of Property Owner(s), the Local Government hereby records this summary memorandum of the Financing Agreement (“Summary Memorandum”).

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE. This Property (as described below) is located within the jurisdiction of a local government that has placed an assessment on the Property pursuant to the Florida PACE Act. The assessment is for a qualifying improvement to the Property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of the Property. This assessment will require an additional payment to the Tax Collector applicable to your jurisdiction until such time as the assessment is fully paid off. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

Pursuant to the Financing Agreement, the Property Owner hereby freely and willingly agrees to pay the assessment (the “Assessment”) as provided in Exhibit B to the Financing Agreement. The Assessment shall equal the total amount disbursed by FDFC to pay for (i) the Improvements identified on Exhibit A to the Financing Agreement, plus (ii) all costs, fees and interest associated therewith as reflected on Exhibit B to the Financing Agreement, which total amount is also known as the Actual Disbursement Amount (defined below).

Upon receipt of the fully executed and final Completion Certificate, as described in the current version of Florida HERO Program Handbook (referred to herein as the “Handbook”), the Program Administrator shall

Identifies which Company or Program financed the PACE Assessment.

Last Name, First Name
FL123456789



This is the Financing ID

calculate and FDFC shall verify and cause the Trustee to disburse payments to those entitled to receive them (the “Actual Disbursement Amount”) hereunder subject to such revisions as are agreed to pursuant to the Financing Agreement and subject to any Addendum to the Financing Agreement provided for under the Financing Agreement agreed to and executed by the parties hereto. The Property Owner shall comply with all requirements for contracting for the installation of the Improvements as required in the Financing Agreement and shall deliver such Completion Certificates as are provided for in the Financing Agreement. The FDFC and the Program Administrator shall comply with all disbursement and recording requirements provided for in the Financing Agreement.

NOTICE IS FURTHER GIVEN that the Assessment shall constitute a lien of equal dignity to county taxes and assessments from the date of recordation against the Property until they are paid. The Assessment shall have the lien priority as set forth in the Florida PACE Act, and shall be collected, secured and enforced through the Uniform Assessment Collection Act in the same manner and at the same time as general taxes and other special assessments of the city or county on real property, that could result in the sale of the Property for payment of the delinquent installments, and all penalties, and interest. Notwithstanding the foregoing, a delinquency shall not accelerate the remaining outstanding balance of the Assessment or the expiration of the Financing Agreement under the next paragraph below.

Except as otherwise set forth herein or in the Financing Agreement, the Financing Agreement shall expire upon (i) the final Assessment payment as provided in the Financing Agreement or (ii) a full prepayment of the entire balance of the Assessment, provided that such prepayment is meant to be permanent and the party who is then the Property Owner does not execute a document confirming the assumption and continuation of the Financing Agreement and the Assessment.

The Financing Agreement establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the Property pursuant to the Florida PACE Act. If the Property is subdivided while the Assessment remains unpaid, the Assessment will be assigned to the newly-created parcel as provided in the Financing Agreement. The Program does not impose limitations or restrictions on the transfer of the Property and Assessment to a new homeowner.

The Financing Agreement sets forth the maximum principal amount that can be financed, the estimated interest rate on the Assessment, and the estimated amount payable annually on the Assessment. Pursuant to Section 12 of the Financing Agreement, the parties agreed that all such amounts would be finalized in this Summary Memorandum.

The Property is subject to an Assessment levied against the Property in the total financed amount of \$0000.00 as is set forth in the Final Payment Summary to be provided to Property Owner.

The specific contact information for the Program Administrator and more information regarding the non ad-valorem assessment may be obtained from the Program Administrator at Renovate America, Inc.; 16409 W. Bernardo Drive; San Diego, CA, 92127.

IN WITNESS WHEREOF, Florida Development Finance Corporation has caused this Summary Memorandum to be executed by and on behalf of the FDFC by the authorized signatory identified below.

Florida Development Finance Corporation: Executive Director and/or his or her designee:	

Name <i>(Please Print)</i>	
_____	_____
FDFC: Signature	Date of Execution by FDFC:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF FLORIDA	
COUNTY OF _____	
On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	
Signature _____	(This area for official notarial seal)

IN WITNESS WHEREOF, the Florida Resiliency and Energy District has caused this Summary Memorandum to be executed by and on behalf of the Florida Resiliency and Energy District by the authorized signatory identified below.

Florida Resiliency and Energy District (“FRED”) Executive Director and/or his or her designee:	

Name <i>(Please Print)</i>	
_____	_____
FRED Signature	Date of Execution by FRED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF FLORIDA	
COUNTY OF _____	
On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	
Signature _____	(This area for official notarial seal)

EXHIBIT "A"

IDENTIFICATION OF PROPERTY OWNERS AND PROPERTY DESCRIPTION

Record Owner(s) Names: First Name Last Name

Address: Street Address, City, State, Zip

Parcel Number <Parcel Number>

County: <County Name>

Legal Description:

<Legal description>

EXHIBIT B

SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS

Tax Year	Total Annual Payment*	Interest Portion of Annual Payment**
2021	\$2,718.88	\$2,569.50
2022	\$2,718.88	\$2,569.50
2023	\$2,718.88	\$2,569.50
2024	\$2,718.88	\$2,358.22
2025	\$2,718.88	\$2,148.07
2026	\$2,718.88	\$2,110.18
2027	\$2,718.88	\$2,068.89
2028	\$2,718.88	\$2,023.88
2029	\$2,718.88	\$1,974.83
2030	\$2,718.88	\$1,921.37
2031	\$2,718.88	\$1,863.10
2032	\$2,718.88	\$1,799.60
2033	\$2,718.88	\$1,730.39
2034	\$2,718.88	\$1,654.95
2035	\$2,718.88	\$1,572.73
2036	\$2,718.88	\$1,483.12
2037	\$2,718.88	\$1,385.46
2038	\$2,718.88	\$1,279.01
2039	\$2,718.88	\$1,162.99
2040	\$2,718.88	\$1,036.55
2041	\$2,718.88	\$898.74
2042	\$2,718.88	\$748.54
2043	\$2,718.88	\$584.83
2044	\$2,718.88	\$406.41
2045	\$2,718.89	\$211.95

* Includes the annual Assessment Installments due in the Tax Year, current annual assessment administration fee of \$95.00 (subject to change), and the current annual tax collection administration fee of \$54.38 (subject to change). The annual payment due for this assessment will be collected with property taxes that are due annually each year for your real property, or in accordance with your regular property tax payment schedule.

** This column includes annual interest and any prepaid interest if financed. The Property Owner should consult a tax advisor about potential tax deductibility and any other tax benefits.