

**Return to:**

ASSIGNMENT OF NOTICE OF ASSESSMENT AND C- PACER LIEN AND ASSIGNMENT  
OF ASSESSMENT AGREEMENT FOR C-PACER FINANCING UNDER RSA 53-F

**Grantor(s):** [ \_\_\_\_\_ ], a [ \_\_\_\_\_ ], with an address of  
[ \_\_\_\_\_ ].

**Grantee:** [ \_\_\_\_\_ ], a [ \_\_\_\_\_ ] with an address of  
[ \_\_\_\_\_ ].

**Legal Description of Property:** See EXHIBIT \_\_\_\_\_, attached.

**Tax Map:** \_\_\_\_\_ **Lot:** \_\_\_\_\_ **Sublot:** \_\_\_\_\_

**ASSIGNMENT OF NOTICE OF ASSESSMENT  
AND C-PACER LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT FOR C-  
PACER FINANCING**

This ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACER LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT FOR C-PACER FINANCING (this "Assignment") is dated as of [\_\_\_\_\_], 20[\_\_\_], by [\_\_\_\_\_], New Hampshire ("Assignor"), to [\_\_\_\_\_], a [\_\_\_\_\_]  
(together with its successors or assigns, "Assignee").

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor's rights in, title to, and interest under, that certain Notice of Assessment and C-PACER Lien, dated as of [\_\_\_\_\_], 20[\_\_\_], by [\_\_\_\_\_], a [\_\_\_\_\_]  
("Property Owner"), the record owner of the fee title to the real property described in Exhibit A, and Assignor, recorded on [\_\_\_\_\_], 20[\_\_\_] at Book [\_\_\_\_\_], Page [\_\_\_\_\_] in the [\_\_\_\_\_] County Registry of Deeds (the "Notice of Assessment Interest") and the Assessment Agreement for C-PACER Financing dated as of [\_\_\_\_\_], 20[\_\_\_], between Property Owner and Assignor (the "Assessment Agreement") and attached to such Notice of Assessment, together with the obligations secured by the C-PACER Lien (as defined in the Assessment Agreement) and all other instruments, documents and certificates executed in connection therewith. Assignee hereby accepts all of Assignor's rights in, title to, and interest under the Assessment Agreement and the Notice of Assessment, together with the obligations secured by the C-PACER Lien and all other instruments, documents and certificates executed in connection therewith.

By accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignee shall be solely responsible for enforcing the obligation of Property Owner to pay the Assessment (as defined in the Assessment Agreement), including pursuing a power of sale under RSA 479 of the C-PACER Lien in accordance with RSA 53-F:8. Assignor shall have no obligation to prosecute such power of sale under RSA 479 on behalf of Assignee, or to otherwise participate in such power of sale under RSA 479, except to the extent that any action on the part of Assignor or any official of Assignor is required in order to allow Assignee to prosecute or effectuate the power of sale under RSA 479 under RSA 53-F:8, or to ratify or confirm any action of Assignee taken in furtherance of the foregoing, as contemplated in the [\_\_\_\_\_] C-PACER Ordinance (as defined in the Assessment Agreement).

The Assignor, by checking here, further assigns and designates its authority, obligations, and rights, for billing of and collection on the Assessment and C-PACER lien to: \_\_\_\_\_  
with an address of \_\_\_\_\_.

*[Signatures appear on following page.]*

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

[ \_\_\_\_\_ ], **NEW HAMPSHIRE**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
*Duly Authorized*

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_\_], the above-named \_\_\_\_\_, duly authorized as \_\_\_\_\_ of the [ \_\_\_\_\_ ], New Hampshire, known to me or proven to be the person subscribed herein and being authorized to do so, executed the foregoing instrument in the capacity therein stated and for the purposes contained herein.

Seal

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Print Name: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the day and year first above written.

**ASSIGNEE:**

[ \_\_\_\_\_ ]  
a [ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned Officer, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, known to me, or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Authorized Signatory, executed for the purposes contained therein.

[Seal]

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Print Name: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION

[INSERT]