

Assessment Contract

This Assessment Contract (this “Contract”), is made and entered into this _____ day of _____, 20__ (the “Effective Date”) by and among **The Board of County Commissioners of Oklahoma County**, in the State of Oklahoma (“The County”), [**Capital Provider**], _____, a _____ (“Capital Provider”), and [**Property Owner**], a _____, (“Property Owner”), and is made a part of that certain C-PACE Financing Agreement, dated _____ made by and between Capital Provider and Property Owner (the “Financing Agreement”).

Recitals

A. Property Owner is the owner of certain real property [owned in fee by _____, and] located at _____, in _____, in Oklahoma County, Oklahoma, as further described on Exhibit A, (the “Property”); and

B. The County established the Oklahoma County Property Assessed Clean Energy Program by Resolution No. 2021-10021 on November 1, 2021 (the “Program Resolution”) pursuant to the Oklahoma Energy Independence Act, 19 O.S. §§ 460.1 – 460.7, specifically, 19 O.S. § 460.5 (the “Act”), for the purpose of establishing and administering a commercial property assessed clean energy (“C-PACE”) program within Oklahoma County (the “Program”); and

C. The County entered into an agreement with Oklahoma Industries Authority, a public trust, (“OIA”), dated November 1, 2021, in which The County selected OIA as the initial program administrator and adopted the Oklahoma County C-PACE Program Guidelines (“Program Guidelines”) as Resolution No. 2022-0840 on March 21, 2022; and

D. In order to induce Capital Provider to make the Financing, as defined below, to Property Owner, Property Owner has requested The County to enter into this Contract to impose a C-PACE Assessment on the Property to be benefited by the Project, in accordance with 19 O.S. § 460.5, which C-PACE Assessment will secure and provide for repayment of the Financing from Capital Provider, all as set out in this Contract; and

E. OIA, in its capacity as Program Administrator, has reviewed Property Owner’s application for C-PACE financing and recommends that The County approve the application and enter into this Contract; and

F. Property Owner has obtained the written consent for the Financing by all persons or entities that currently hold mortgage liens on the Property, if any; and

G. Property Owner [**intends to make**] [**made**] energy-efficiency, energy source, water conservation or building resiliency improvements (as such improvements are authorized in Okla. Stat. tit. 19 § 460.5D and the Program Resolution and further described in the Program Guidelines) at the Property, as described on Exhibit B, (the “Project”); and

H. Capital Provider has been selected by Property Owner to provide financing to Property Owner, pursuant to the Act and the Program Resolution, in the amount of _____/100 (\$_____) (the “Financing”), the proceeds of which will be used to fund or refinance the Project; and

I. Capital Provider is a qualified third-party capital provider that has been selected by Property Owner to provide financing pursuant to Okla. Stat. tit. 19 § 460.5A and the Program Resolution; and

J. Capital Provider and Property Owner desire Capital Provider to collect and receive the sums payable under this Contract and the Financing Agreement, including statutory delinquent interest and reasonable costs and legal fees incurred to enforce a delinquent unpaid Annual Assessment, as provided in this Contract and the Act; and

K. Capital Provider and Property Owner have requested The County to: (1) enter into this Contract, and (2) record this Contract with the County Recorder (as defined below); and

L. The County is authorized to enter into this Contract pursuant to the Act and the Program Resolution.

Agreement

For and in consideration of the covenants contained in this Contract, the Financing and collection arrangements among Capital Provider, Property Owner, and The County, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Capital Provider, Property Owner, and The County agree as follows:

1. Defined Terms. The following capitalized terms used in this Contract have the meanings defined or referenced below or in the Recitals above:

“Annual Assessment” means the portion of the Financing Amount that is due in a particular year inclusive of all accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or administrative expenses related to the Financing, as more fully described in Sections 2 and 5. For fixed rate financing, Exhibit C sets forth the expected payment schedule of Annual Assessments, without regard to any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or administrative expenses related to the Financing. For variable rate financing, Exhibit C sets forth the schedule of rate adjustments.

“Assessment Term” has the meaning stated in Section 2.

“Capital Provider Parties” has the meaning stated in Section 10(A).

“County Recorder” means the office of The County Clerk for Oklahoma County, Oklahoma.

“County Treasurer” means the office of the Treasurer for Oklahoma County, Oklahoma.

“C-PACE Assessment” means the aggregate amount of all Annual Assessments, which Annual Assessments will be levied by The County as PACE assessments pursuant to 19 O.S. § 460.5.

“C-PACE Lien” has the meaning stated in Section 4(B).

“Financing Amount” means the outstanding amount of all principal, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, delinquent interest rate charges, prepayment premiums or administrative expenses related to the Financing, including without limitation, the administrative fees set forth in the Program Guidelines and any and all other administrative fees to be paid to The County, Program Administrator or Capital Provider by Property Owner in connection with the Financing. As of the Effective Date, the Financing Amount is _____ /100 (\$ _____).

“Indemnified Parties” has the meaning stated in Section 9(A).

“Maturity Date” has the meaning stated in Section 2.

“Payment Schedule” has the meaning stated in Section 2.

“Program Administrator” means OIA. Program Administrator may engage third parties to perform some, or all, of its responsibilities in administering the Program.

“Tax Sale Proceeds” means the proceeds due and owing Capital Provider resulting from the disposition of the Property by the County Treasurer in a sale for delinquent ad valorem property taxes or other special assessments.

2. Levy of C-PACE Assessment. As of _____, 20__, and each year thereafter during the Assessment Term (defined below), the Annual Assessment will be invoiced to Property Owner by Capital Provider or its designated agent. Property Owner agrees to repay all Financing Agreement obligations through the Annual Assessment which is due and payable [in semi-annual or annual installments] on the same date[s] as the Property’s tax bill. The amount and repayment of the C-PACE Assessment, as determined by Capital Provider, are as follows:

an installment payment plan is in effect for the payment of the C-PACE Assessment, and is based on the initial principal amount of the C-PACE Assessment of \$ _____, with interest thereon [FIXED RATE: at a fixed rate equal to ____% per annum, calculated on the basis the actual number of days elapsed over a [360]-day period,] OR VARIABLE RATE: at a variable rate subject to the schedule of rate adjustments set out in Exhibit C] plus any capitalized interest or any additional fees and expenses agreed upon in the Financing Agreement, with installments of principal and interest due and payable pursuant to the payment schedule of Annual Assessments (the “Payment Schedule”) attached as Exhibit C. The term of the C-PACE Assessment (the

“Assessment Term”) will be ____ years. The Financing must be repaid in full no later than _____, 20__ (the “Maturity Date”). Upon the Maturity Date or receipt by Capital Provider of the full Financing Amount, and upon written confirmation from Capital Provider that the C-PACE Assessment has been repaid in full, The County or Program Administrator will release the C-PACE Assessment by recording a release of C-PACE Assessment lien with the County Recorder.

By its execution of this Contract, The County authorizes the Program Administrator to release the C-PACE Assessment by recording such release of C-PACE Lien in accordance with this Contract and the Act.

3.Payments. The Financing Amount is to be payable in Annual Assessments, as more particularly set forth in Section 5 and Exhibit C, ending upon payment in full of the Financing Amount and all other charges, fees, expenses, and other amounts due under this Contract and the Financing Agreement. The amounts of the Annual Assessments are based on the Financing Amount as of the Effective Date but may also include delinquent interest and expenses as further stated in Section 8.

4.Consent to C-PACE Assessments.

A. By entering into this Contract in an open public meeting, The County is by such act levying the Annual Assessments which will be collected directly from Property Owner by Capital Provider. Upon execution of this Contract and payment of the required recording fees, The County will cause an original or certified copy of this Contract to be recorded against the Property with the County Recorder which will serve as a lien on the Property to the benefit of the lender.

B. Property Owner hereby agrees and acknowledges: (1) that the Property is subject to the C-PACE Assessment and consents to the levy of the Annual Assessments; (2) that Property Owner will pay the Annual Assessments when due pursuant to the terms set forth in this Contract and the Financing Agreement; (3) that the C-PACE Assessment is a lien on the Property as provided in the Act and the Program Resolution which will run with the Property and will have the same priority and status as a lien for unpaid ad valorem real property taxes (“C-PACE Lien”); and (4) such lien of the C-PACE Assessment will not be extinguished by virtue of a sale by The County for delinquent property taxes or other special assessments.

5.Annual Assessments.

A. Capital Provider or its designated agent will diligently bill and collect the Annual Assessments. The respective amounts of each of the Annual Assessments are set forth on Exhibit C.

B. Property Owner agrees to pay the Annual Assessments for the Property during the Term in a timely fashion, but not later than the Delinquent After Date specified in Exhibit C, and further agrees to pay all ad valorem tax bills assessed against the Property on or before their due date in accordance with applicable law. Property Owner agrees to pay Annual Assessments to Capital Provider or its designated agent, and acknowledges that the Annual

Assessments are not considered paid until Capital Provider is in receipt of payment.

6. Financing Amount; Prepayment. Property Owner may only prepay the Financing as set forth in the Financing Agreement. Pursuant to the Financing Agreement, the prepayment requirements and/or prepayment premium that apply are as follows:

If the Financing is prepaid:	The pre-payment premium will be, as a percentage of the principal amount to be prepaid:
On or before the ____ anniversary of the Effective Date	
[reserved]	[reserved]
[reserved]	[reserved]
[reserved]	[reserved]
[reserved]	[reserved]
[reserved]	[reserved]

Any request for prepayment must be received no later than ____ calendar days prior to the date of an Annual Assessment installment. In the event of a prepayment request, Capital Provider will provide a written quote to Property Owner within 30 calendar days, certifying the current outstanding principal balance, any prepaid principal, interest fees, and prepayment premium. Upon receipt of good funds from Property Owner in the amount stated in the quote, Capital Provider will certify to Property Owner and The County the remaining outstanding principal, interest, fees, and prepayment premium by recording an amended version of this Contract with a revised payment schedule with the County Recorder. No prepayment will be effective, and no funds paid by Property Owner will be applied to the Financing Amount, unless and until Capital Provider receives funds required for the pre-payment, as described in Capital Provider’s certification.

7. Collection of Annual Assessments; Payments to Capital Provider. The County will refuse to receive any payment due Capital Provider.

8. Delinquent Annual Assessment.

A. If Property Owner fails to pay all or part of any Annual Assessment when due, the C-PACE Lien may be enforced in the same manner and with the same priority as the enforcement by a holder of any bond or coupon related to a lien for unpaid assessments, as provided by Oklahoma law, the Act, and the Program Resolution. If any Annual Assessment remains unpaid for six months after payment is due, Capital Provider may file an action in the District Court of Oklahoma County, Oklahoma to foreclose the C-PACE Lien of such delinquent unpaid Annual Assessment, inclusive of accrued statutory delinquent interest (which will accrue at the same rate as a late payment penalty for delinquent ad valorem taxes), and reasonable legal fees. Annual Assessments will continue to be levied notwithstanding Property Owner’s failure to pay all or part of any past Annual Assessment, such that Capital Provider or its designated agent may continue to bill Annual Assessments, including default interest to be paid to Capital

Provider, until the Financing Amount, including all accrued and unpaid interest, is paid in full. Judgment in an action to enforce the C-PACE Lien may order the Property to be sold in the manner and form as foreclosure of mortgages on real estate, with appraisal. The sale will be subject to existing ad valorem taxes and special assessments, as well as additional Annual Assessments and related accrued interest which remain unpaid at the time of such sale. Any such action may not accelerate repayment of the unpaid balance of the C-PACE Assessment which has not yet come due on the Property.

B. Property Owner and Capital Provider hereby acknowledge that notwithstanding the foregoing or any other provision of law, the County Treasurer, in a sale for delinquent ad valorem property taxes or other special assessments, may collect in that sale delinquent Annual Assessments, inclusive of penalties and fees, that are currently due or in arrears, or both, and remit the Tax Sale Proceeds to Capital Provider. The County agrees to separately account for the delinquent Annual Assessment and remit the collected Tax Sale Proceeds to Capital Provider no later than ten business days after receipt. Notwithstanding the foregoing, the County Treasurer may, pursuant to the Program Resolution, collect fees for costs incurred in such enforcement in an amount to be fixed by The County and which will be deposited with the County Treasurer as required by law.

C. Upon forced sale of the Property, initiated either by Capital Provider through the enforcement mechanisms set forth in this Section, or by The County through sale for delinquent ad valorem property taxes or other special assessments, the party initiating the sale must provide notice, pursuant to Section 13, to each party to this Contract within ten days of the first action taken to initiate such forced sale.

D. Notwithstanding any other provision of law, if The County takes title to a property subject to a C-PACE Assessment, Property Owner and Capital Provider agree that the responsibility for expenses associated with the preservation of the property is governed by the Act. While Annual Assessments may continue to accrue, inclusive of any interest or penalties, and may not be extinguished, The County, as a mere titleholder, is not required to pay such Annual Assessments or related interest or penalties if it does not otherwise use or lease the Property.

E. In the event The County mistakenly receives any fees or funds from Property Owner in conjunction with the Financing, The County will follow its existing procedures to return payment to Property Owner.

9. Indemnification of The County and Program Administrator.

A. To the fullest extent permitted by law, Property Owner, including its successors and assigns, hereby agrees to indemnify, defend, and hold harmless Oklahoma County, the Board of County Commissioners of The County of Oklahoma, Program Administrator, and their respective agents, servants, employees, consultants, representatives, and/or the elected officials of Oklahoma County, (collectively, "Indemnified Parties") from and against any and all claims, actions, lawsuits, damages, penalties, judgments or liabilities, including without limitation attorneys' fees and litigation expenses, arising in any manner from the Project, the Property, the Contract, the Financing Agreement, and/or any negligent or tortious act, error, omission or

performance breach attributable, or alleged to be attributable, in whole or in part to Property Owner, including its successors and assigns, or any of their personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to Property Owner now existing, or to be created, including their agents and employees for whose acts any of them might be liable. The terms and provisions of this indemnification agreement will survive the termination of this Contract. Nothing herein waives Indemnified Party's defense of immunity from suit as provided by applicable Oklahoma Law.

B. To the fullest extent permitted by law, Capital Provider, including its successors and assigns, hereby agrees to indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims, actions, lawsuits, damages, penalties, judgments or liabilities, including without limitation reasonable attorneys' fees and litigation expenses, arising in any manner from the Project, the Property, the Contract, the Financing Agreement, and/or any negligent or tortious act, error, omission or performance breach attributable, or alleged to be attributable, in whole or in part to Capital Provider, including its successors and assigns, or any of their personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to Capital Provider now existing, or to be created, including their agents and employees for whose acts any of them might be liable. Nothing in this Section requires Capital Provider to indemnify any party from any loss or damages arising from the negligence or intentional actions of Property Owner. Additionally, Capital Provider is under no obligation to indemnify the Indemnified Parties from responsibility for their own fraud or willful injury to the person or property of another or violation of law, whether willful or negligent. The terms and provisions of this indemnification agreement will survive the termination of this Contract. Nothing herein waives any Indemnified Party's defense of immunity from suit as provided by applicable Oklahoma Law.

10. Waiver of Claims against Capital Provider.

A. For and in consideration of Capital Provider's execution and delivery of this Contract, Property Owner, for itself and for its successor-in-interest to the Property and for anyone claiming by, through or under Property Owner, hereby waives the right to recover from Capital Provider and any and all officials, agents, employees, attorneys, and representatives of Capital Provider (collectively, the "Capital Provider Parties"), and fully and irrevocably releases Capital Provider Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the Capital Provider Parties and accruing from or related to the liabilities, as defined above. This release includes claims, obligations, liabilities, causes of action, and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the Capital Provider Parties. Notwithstanding the foregoing, Property Owner's release under this Section will not extend to liabilities arising from Capital Provider's intentional default, gross negligence or willful misconduct. Capital Provider acknowledges that it may not assign the Financing to any party unless that party has all requisite power and authority under the Financing Agreement and the laws under which the assignee is organized to conduct its business.

B. The waivers and releases by Property Owner contained in this Section will survive the disbursement of the Financing Amount or any portion thereof, the payment of the

Financing Amount in full, the transfer or sale of the Property by Property Owner or through foreclosure and the termination of this Contract.

11. Property Owner's Representations and Warranties.

A. Property Owner represents and warrants to The County and to Capital Provider that the Property and the Project meet all eligibility requirements for the Program stated in the Program Guidelines.

B. Property Owner represents and warrants to The County and to Capital Provider that Property Owner is duly organized and validly existing as a [_____] in good standing under the laws of the State of Oklahoma, with power under the laws of the State of Oklahoma to carry on its business as now being conducted, and is duly qualified to do business in the State of Oklahoma; and Property Owner has the power and authority to own the Property and to carry out its obligation to complete the Project.

C. Property Owner represents and warrants to The County and to Capital Provider that Property Owner holds the exclusive legal and equitable title to 100% of the ownership interests in the Property and the Project located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the C-PACE Assessment.

D. Property Owner represents and warrants to The County and to Capital Provider that the execution and delivery of this Contract and the consummation of the transactions contemplated by it have been duly authorized by all requisite action on the part of Property Owner, and this Contract has been duly executed and delivered by Property Owner and constitutes a valid and binding agreement enforceable against Property Owner in accordance with its terms.

E. Property Owner will commence construction of the Project and will diligently proceed with construction of the financed improvements in accordance with the approved plans and budget and in a good, substantial, and workmanlike manner in accordance with all applicable laws, ordinances, codes, rules, and regulation. Construction of the Project will be completed on or prior to the completion date as defined in the Financing Agreement, if applicable. If, in Capital Provider's opinion, after 30 calendar days' written notice to Property Owner, the construction is not proceeding with reasonable dispatch, Capital Provider may: (1) request that Property Owner remove and replace the general contractor with a general contractor acceptable to Capital Provider, the failure of which by Property Owner will be a default under this Contract; (2) utilize funds and continue construction of the Project and such funds will be considered PACE financing advances; or (3) deny any PACE financing advance until such time as the construction resumes proceeding with reasonable dispatch.

12. Capital Provider's Representations and Warranties.

A. Capital Provider represents and warrants to The County that Capital Provider is duly formed and validly existing as a _____ under the laws of the State of _____ and has all requisite power and authority under the Financing Agreement and applicable laws to conduct its business as now being conducted, and has experience in the market for commercial property

assessed clean energy programs and assessments and is capable of evaluating the merits and risks of its participation in the Financing.

B. Capital Provider represents and warrants to The County that Capital Provider has made its own independent investigation of Property Owner, the Property, the Project, the terms of this Contract, the nature of the assessment created by this Contract, and the assessment lien, and is not relying on The County, its agents, attorneys or employees for any of such information or with respect to the sufficiency and scope of such investigation. Capital Provider has not received, and is not relying on, any representations of The County with respect to the Act, the Program Resolution, Property Owner, the Property, the Project, the Financing, this Contract, the assessment lien and/or Oklahoma law.

13. Notices. All notices, requests, demands, and other communications required, permitted or contemplated by this Contract must be given in writing and: (1) personally delivered in return for a receipt; or (2) sent by registered or certified mail, return receipt requested, postage prepaid; or (3) sent to the parties at their respective addresses indicated herein by private overnight mail courier service; or (d) sent by e-mail with delivery receipt confirmation of transmission. The respective addresses to be used for all such notices are as follows:

If to Property Owner, to:

[NAME]
[ADDRESS].
[E-MAIL]
Attention: _____

If to Capital Provider, to:

[NAME]
[ADDRESS]
[E-MAIL]
Attention: _____

If to The County, to:

Oklahoma County Clerk for the
Board of County Commissioners of Oklahoma County
320 Robert S. Kerr Room 203
Oklahoma City, OK 73102
[E-MAIL] _____
Attention: _____

With a copy to:

Oklahoma Industries Authority
Keith Kuhlman, Director of Special Projects
105 North Hudson Avenue, Suite 101

Oklahoma City, Oklahoma 73102
Email Address: keithkuhlman@theallinaceokc.org

If personally delivered, such communication will be deemed delivered upon actual receipt (or refusal to accept delivery); if sent by registered or certified mail, such communication will be deemed delivered upon actual receipt (or refusal to accept delivery); and if sent by overnight courier, such communication will be deemed delivered upon receipt. Any party to this Contract may change its address for the purposes of this Contract by giving notice thereof in accordance with this Section.

14. Assignment or Sale by Capital Provider. Property Owner and The County agree that Capital Provider may, at its option, assign the Financing, and its rights and obligations under the Financing (including this Contract and the Financing Agreement): (1) to an affiliate; (2) as collateral security to agents, arrangers, lenders, and other persons or entities that have committed to provide or arrange or have otherwise entered into agreements to provide debt financing to Capital Provider or its affiliates; or (3) to a party that is registered as a PACE Capital Provider with the Oklahoma County C-PACE Program, or has otherwise been approved by the Program Administrator. Property Owner, The County, and Capital Provider acknowledge and agree that there are no limitations on the right of Capital Provider to assign its interests in the Financing to an assignee and agree that rights cannot be assigned separately from the obligations. The assignment documentation must be recorded with the County Recorder.

15. Program Administrator. Property Owner and Capital Provider agree that The County has engaged OIA as program administrator to fulfill The County's obligations under this Contract, provided that The County will remain liable for its obligations under this Contract and any funds received by The County and/or the County Treasurer pursuant to Section 8(B) of this Contract. Fees collected by the County Treasurer under Section 8(B) and 8(C) of this Contract will be remitted directly to Capital Provider. Capital Provider will provide Program Administrator (or in the event there is no Program Administrator, The County) the requisite fees and an original or certified copy of this Contract as well as a release of the C-PACE Assessment lien, as applicable, for recordation with the County Recorder. The Program Administrator, by its signature below, acknowledges its obligation to fulfill The County's obligations under this Contract. To the extent the terms of this Contract conflict with the terms of the Program Guidelines, the terms of this Contract will control.

16. County and Program Administrator Liability. Neither The County nor the Program Administrator have any liability for payment of a C-PACE Annual Assessment, nor for its collection or any costs associated with the assessment, levy, and collection of amounts due under the C-PACE Assessment. Neither Program Administrator, nor The County, nor Capital Provider is responsible for assuring the design, engineering, and construction of the Project is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements or industry standards. Neither Program Administrator, nor The County, nor Capital Provider make any representation of any kind regarding the results to be achieved by the Project or the adequacy or safety of such measures.

17. Continued Validity. Nothing in this Contract, including the rights, duties, obligations, and remedies of any party hereto, will be impaired as a result of any subsequent law or resolution enacted by The County.

18. Supremacy. In the event of any conflict, inconsistency or ambiguity between the provisions of this Contract and the provisions of the Financing Agreement [and/or the Note], the provisions of this Contract will control.

19. Compliance with Laws. Property Owner and Capital Provider agree to comply with all applicable federal, state, and local lending and disclosure requirements now in effect and with the provisions of the Act (as it may be amended), the Program Resolution, and the Program Guidelines, as in effect on the Effective Date.

20. Counterparts. This Contract may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed a single agreement. Counterparts may be delivered by electronic communication in portable document form (.pdf) or tagged image format (.tif), and electronically executed and transmitted signatures will have the same effect as manually transmitted signatures.

21. Amendment. This Contract may be amended only by a writing signed by Property Owner, Capital Provider, and The County. Except for the specific Contract provision that is amended, the Contract remains in full force and effect after such amendment and is subject to the same laws, obligations, conditions, provisions, rules, and regulations, as it was before the amendment.

22. Severability. If any one or more of the provisions of this Contract are found to be invalid, illegal or unenforceable in any respect of to any extent, such finding will not affect the validity, legality or enforceability of the remaining provisions of this Contract.

23. Transferability; Notice to Future Owners. Property Owner, Capital Provider, and The County agree that the obligations of this Contract are covenants that run with the Property, binding on all future owners of the Property. All successor owners of the Property (with the exception of The County) will take title to the Property subject to the C-PACE Lien, and by taking title to the Property, will assume the obligations of Property Owner under this Contract.

24. Governing Law; Jurisdiction and Venue. The Laws of the State of Oklahoma (excluding its conflict-of-law rules) exclusively apply to this Contract. Any claim or lawsuit arising directly or indirectly from or relating to this Contract must be filed and maintained in a court of competent jurisdiction in the state or federal courts located in Oklahoma County, Oklahoma. The parties submit to that jurisdiction and venue for all purposes.

25. Waiver. **THIS CONTRACT REFLECTS PROPERTY OWNER'S AGREEMENT TO THE IMPOSITION OF THE ASSESSMENTS AND THE LIEN OF THE ASSESSMENTS. PROPERTY OWNER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY OTHERWISE APPLICABLE REQUIREMENTS OF THE OKLAHOMA CONSTITUTION OR ANY OTHER PROVISION OF OKLAHOMA LAW FOR THE IMPOSITION OF THE ASSESSMENTS. PROPERTY OWNER HEREBY WAIVES ITS RIGHT TO REPEAL THE ASSESSMENTS BY**

INITIATIVE OR ANY OTHER ACTION, OR TO FILE ANY LAWSUIT OR OTHER PROCEEDING TO CHALLENGE THE ASSESSMENTS OR ANY ASPECT OF THE PROCEEDINGS OF THE COUNTY, THE COUNTY TREASURER, AND CAPITAL PROVIDER UNDERTAKEN IN CONNECTION WITH THE PROGRAM. PROPERTY OWNER HEREBY AGREES THAT PROPERTY OWNER AND ITS SUCCESSORS IN INTEREST TO FEE TITLE IN THE PROPERTY WILL BE SOLELY RESPONSIBLE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF THE PROJECT. PROPERTY OWNER HEREBY ACKNOWLEDGES THAT PROPERTY OWNER WILL BE RESPONSIBLE FOR PAYMENT OF THE ASSESSMENTS REGARDLESS OF WHETHER THE PROJECT IS PROPERLY INSTALLED, OPERATED, MAINTAINED OR PERFORMS AS EXPECTED.

[Signature Pages and Exhibits Follow]

**Signature Page – Assessment Contract
Property Owner**

IN WITNESS WHEREOF, this Contract is executed by the parties as of the date first written above.

PROPERTY OWNER:

[NAME],

a

By:

By: _____
[print name], its Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF [COUNTY])

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public, appeared [NAME], to me personally known, who, being by me duly sworn, did say that he is the [TITLE] of [OWNER ENTITY NAME], a _____, as [TITLE] of [OWNER ENTITY NAME], a _____, and that said instrument was signed on behalf of said company by authority of its manager and members, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____

Notary Public in and for said State
Commissioned in _____

(SEAL)

My commission expires: _____.

**Signature Page – Assessment Contract
Capital Provider**

CAPITAL PROVIDER:

[CAPITAL PROVIDER], a _____

By: [CAPITAL PROVIDER], a
_____, its attorney-in-fact

By: [print name], its Manager

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument. He is the [TITLE] of [CAPITAL PROVIDER ENTITY NAME], a _____, who is the [TITLE] of [CAPITAL PROVIDER ENTITY NAME], and he acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____

Notary Public in and for said State
Commissioned in _____

(SEAL)

My commission expires: _____.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

DESCRIPTION OF PROJECT

C-PACE Eligible Improvements Summary

EXHIBIT C

PAYMENT SCHEDULE OF ANNUAL INSTALLMENTS