

## 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], \_\_\_\_\_ and its successors and assigns (“Capital Provider”), and [PROPERTY OWNER 1], a \_\_\_\_\_ and its successors and assigns (“Property Owner”), and is made a part of that certain C-PACE Financing Agreement, dated \_\_\_\_\_ made by and between Capital Provider and Property Owner (“Financing Agreement”).

### RECITALS

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

**WHEREAS**, 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 the County (the “Program”); and

**WHEREAS**, The County entered into an agreement with the Oklahoma Industries Authority (“OIA”), dated \_\_\_\_\_, 20\_\_, 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. \_\_\_\_\_ on March 21, 2022; and

**WHEREAS**, in order to induce the Capital Provider to make the Financing, as defined herein, to the Property Owner, the Property Owner has requested the County 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 the Capital Provider, all as herein defined; and

**WHEREAS**, OIA, in its capacity as the Program Administrator, has reviewed the Property Owner’s application for C-PACE financing in accordance with the Program Guidelines and recommends that the County approve the application and enter into this Contract; and

**WHEREAS**, Property Owner has obtained the written consent of all persons or entities that currently hold mortgage liens on the Property, if any, to the Financing, as hereinafter defined in this Contract; and

**WHEREAS**, Property Owner [made certain / intends to make] 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** attached hereto (the “Project”); and

**WHEREAS**, 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

**WHEREAS**, 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

**WHEREAS**, Capital Provider and Property Owner desire the 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

**WHEREAS**, the Capital Provider and Property Owner have requested the County to i) enter into this Contract, and ii) to record this Contract in the Office of the Registrar of Deeds of Oklahoma County; and

**WHEREAS**, the County is authorized to enter into this Contract pursuant to the Act and the Program Resolution.

**NOW, THEREFORE**, for and in consideration of the covenants contained herein, the Financing and collection arrangements among Capital Provider, Property Owner and the County, and other good and valuable consideration, 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 shall have the meanings defined or referenced below or in the Recitals above:

“C-PACE 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 hereof. **Exhibit C** attached hereto 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.

“Capital Provider Parties” shall have the meaning set forth in Section 10(a) hereof.

“County” shall have the meaning given to it in the Preamble to this Contract; however, when necessary to effectuate the intent of the parties with respect to this Contract, “County” may also mean the departments, agencies, employees,

contractors, and other parties working on behalf of the County or the local government of the County of [COUNTY], Oklahoma.

“County Recorder” means the office of the Registrar of Deeds 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 shall be levied by the County as PACE assessments pursuant to 19 O.S. § 460.5.

“C-PACE Lien” shall have the meaning set forth in Section 4(b).

“Financing” shall have the meaning set forth in the Recitals above.

“Financing Agreement” shall have the meaning set forth in the Preamble above.

“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, the 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” shall have the meaning set forth in Section 9(a).

“Maturity Date” shall have the meaning set forth in Section 2.

“Payment Schedule” shall have the meaning set forth in Section 2.

“Program Administrator” means the program administrator selected by the County to administer the C-PACE Program, if any. OIA has been selected by the County as the initial Program Administrator. The Program Administrator may engage third parties to perform some, or all, of its responsibilities in administering the Oklahoma County PACE Program.

“Property” shall have the meaning set forth in the Recitals above.

2. Levy of C-PACE Assessment. As of \_\_\_\_\_, 20\_\_, and each year thereafter for the term identified herein, the Annual Assessment, which runs with the property with respect to the Property, shall be invoiced to the Property Owner by the 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 installments] on the same date[s] as the Property's tax bill. The amount and repayment of the C-PACE Assessment, as determined by the 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 at a fixed rate equal to \_\_\_\_% per annum, calculated on the basis of [the actual number of days elapsed over a 360-day period], 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 hereto as **Exhibit C**. As evidenced in **Exhibit C**, the term of the C-PACE Assessment will be \_\_\_\_ years. The Financing shall be repaid in full no later than \_\_\_\_\_, 20\_\_ (the "Maturity Date"). Upon the Maturity Date or receipt by the Capital Provider of the full Financing Amount, and upon written confirmation from the Capital Provider that the C-PACE Assessment has been repaid in full, the 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 hereby authorizes the Program Administrator to release the C-PACE Assessment by recording such release of C-PACE Assessment lien in accordance with this Contract and the Act.

3. Payments. The Financing Amount shall be payable in Annual Assessments, as more particularly set forth in Section 5 and **Exhibit C** to this Contract, 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 described in Section 8 of this Contract.

#### 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 set forth herein, which shall be collected directly from the Property Owner by the Capital Provider. Upon execution of this Contract, and payment of the required recording fees, the Program Administrator will cause an original or certified copy of this Contract to be recorded against the Property in the office of the County Register of Deeds, which shall serve as a lien on the Property to the benefit of the lender.

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

#### 5. Annual Assessments.

(a) The Capital Provider or its designated agent shall diligently bill and collect the Annual Assessments pursuant to this Contract. The respective amounts of each of the Annual Assessments are set forth on **Exhibit C**.

(b) Property Owner hereby agrees to pay the Annual Assessments for the Property during the Term of this Contract in a timely fashion, but not later than the Delinquent After Date, as 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. The Property Owner hereby understands and agrees to pay Annual Assessments to the Capital Provider or its designated agent, and acknowledges that it is not considered paid until Capital Provider is in receipt of payment.

6. Financing Amount; Prepayment.

(a) 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 \_\_\_\_ ( ) days prior to the date of an Annual Assessment installment. In the event of a prepayment request, the Capital Provider shall provide within thirty days a written quote to the Property Owner, certifying the current outstanding principal balance, any prepaid principal, interest fees, and prepayment premium. Upon receipt of good funds from the Property Owner in the amount contained within the written quote, the Capital Provider shall certify to the Property Owner and 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 Registrar of Deeds. No prepayment shall be effective, and no funds paid by Property Owner will be applied to the Financing Amount, unless and until Capital Provider receives all funds required for pre-payment, as described in the Capital Provider’s certification.

7. Collection of Annual Assessments; Payments to Capital Provider.

The County will refuse to receive any payment due the Capital Provider.

8. Delinquent C-PACE Annual Assessment.

(a) If Property Owner fails to pay all or part of any C-PACE Annual Assessment when due, the C-PACE Lien shall 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 (6) 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 C-PACE Annual Assessment inclusive of accrued statutory delinquent interest, which shall accrue at the same rate as a late payment penalty for delinquent ad valorem taxes, and reasonable legal fees. C-PACE Annual Assessments shall continue to be levied notwithstanding Property Owner's failure to pay all or part of any past C-PACE Annual Assessment, such that the Capital Provider or its designated agent shall continue to bill C-PACE 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 shall order the Property to be sold in the manner and form as foreclosure of mortgages on real estate, with appraisal. The sale shall be subject to existing ad valorem taxes and special assessments, as well as additional C-PACE Annual Assessments and related accrued interest which remain unpaid at the time of such sale. Any such action shall not accelerate repayment of the unpaid balance of the C-PACE Assessment which has not yet come due on the Property.

(b) Upon forced sale of the Property, initiated by the Capital Provider through the enforcement mechanisms set forth in this Section, the party initiating the sale shall provide notice, pursuant to Section 13 of this Contract, to each party to this Contract within ten (10) days of the first action taken to initiate such forced sale.

(c) 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 hereby acknowledge and 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, shall not be required to pay such Annual Assessments or related interest or penalties.

(d) 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, the 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, the 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 which is the subject of the Financing, 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 the 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 the 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 shall survive the termination of this Contract. Nothing herein waives any Indemnified Party’s defense of immunity from suit as provided by Oklahoma Law.

(b) To the fullest extent permitted by law, the 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 which is the subject of the Financing, 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 the 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 the 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 9 (b) shall require Capital Provider to indemnify any party from any loss or damages arising from the negligence or intentional actions of the Property Owner. Additionally, the Capital Provider is under no obligation to indemnify the Indemnified Parties from responsibility for its 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 shall survive the termination of this Contract. Nothing herein waives any Indemnified Party’s defense of immunity from suit as provided by 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 any one claiming by, through or under Property Owner, hereby waives the right to recover from the 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 the 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 shall not extend to liabilities arising from Capital Provider's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by Property Owner contained in this Section shall 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. Representations and Warranties of the Property Owner.

(a) The Property Owner represents and warrants to the County and to the Capital Provider that the Property and the Project meet all of the eligibility requirements for the Program set forth in the Program Guidelines.

(b) The Property Owner represents and warrants to the County and to the Capital Provider that the 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 the Property Owner has the power and authority to own the Property [and to carry out its obligation to complete the Project].

(c) The Property Owner represents and warrants to the County and to the Capital Provider that the 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 as provided herein.

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

12. Representations and Warranties of the Capital Provider.

(a) The Capital Provider represents and warrants to the County that the 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 such 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 contemplated by this Contract and the Financing Agreement. 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 Capital Provider represents and warrants to the County that Capital Provider has made its own independent investigation of the Property Owner, the Property, the Project, the terms of this Contract, the nature of the assessment created hereby 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. The Capital Provider has not received, and is not relying on, any representations of the County with respect to the Act and Program Resolution, the Property Owner, Property, the Project, the Financing, this Contract, and/or Oklahoma law.

13. Notices.

All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by registered or certified mail, return receipt requested, postage prepaid; or (c) sent to the parties at their respective addresses indicated herein by private overnight mail courier service . The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to Property Owner, to:

[NAME]  
[ADDRESS].  
[COUNTY], OK [ZIP]  
Attention: \_\_\_\_\_

or to such other person or address as Property Owner shall furnish to Capital Provider and the County in writing.

(b) If to Capital Provider, to:

[NAME]  
[ADDRESS]  
[ADDRESS]  
Attention: \_\_\_\_\_

or to such other person or address as Capital Provider shall furnish to Property Owner and the County in writing.

(c) If to the County, to:

Oklahoma County Clerk for  
Board of County Commissioners of Oklahoma County  
320 Robert S Kerr Ave. Room 203  
Oklahoma City, OK 73102  
Attention: Rebecca Charlow

or to such other person or address as the County shall furnish to Property Owner and Capital Provider in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); if sent by registered or certified mail, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); and if sent by overnight courier pursuant to this Section, such communication shall 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) (i) to an affiliate; (ii) 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 (iii) 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 shall be recorded in the County Register of Deeds.

15. Program Administrator. Property Owner and Capital Provider agree that the County has engaged OIA as a program administrator to fulfill County's obligations under this Contract, The Capital Provider will provide the Program Administrator the requisite fees and an original or certified copy of this Contract as well as a release of C-PACE Assessment lien, as applicable, for recordation with the County Recorder. The Program Administrator, by its signature below, acknowledges its obligation to fulfill 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 shall control.

16. 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 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 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, shall 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 shall control.

19. Compliance with Laws. Property Owner and Capital Provider hereby 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 may be amended, and the Program Resolution and Program Guidelines, as in effect on the Effective Date.

20. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed a single agreement.

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 shall be found to be invalid, illegal or unenforceable in any respect of to any extent, such finding shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.

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

24. Governing Law; Venue. This Contract is governed by and construed in accordance with the internal laws of the State of Oklahoma. The parties to this contract agree and consent that the exclusive venue for any claims, demands, or litigation concerning or related the subject of this contract will be in the state and federal courts located in Oklahoma County, Oklahoma.

25. Waiver. **THIS CONTRACT REFLECTS THE PROPERTY OWNER'S AGREEMENT TO THE IMPOSITION OF THE ASSESSMENTS AND THE LIEN OF THE ASSESSMENTS. THE PROPERTY OWNER HEREBY AGREES THAT THE PROPERTY OWNER AND ITS SUCCESSORS IN INTEREST TO FEE TITLE IN THE PROPERTY SHALL BE SOLELY RESPONSIBLE FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF THE PROJECT. THE PROPERTY OWNER HEREBY ACKNOWLEDGES THAT THE PROPERTY OWNER WILL BE RESPONSIBLE FOR PAYMENT OF THE C-PACE ASSESSMENTS REGARDLESS OF WHETHER THE PROJECT IS PROPERLY INSTALLED, OPERATED, MAINTAINED OR PERFORMS AS EXPECTED.**

[Signature Page Follows]



**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: \_\_\_\_\_.

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

**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.

\_\_\_\_\_  
Notary Public

**IS HEREBY AGREED TO** this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Board of County Commissioners,  
Oklahoma County, Oklahoma

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
County Clerk





EXHIBIT A

**LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT B**

**DESCRIPTION OF PROJECT**

**C-PACE Eligible Improvements Summary**

**EXHIBIT C**

**PAYMENT SCHEDULE OF ANNUAL INSTALLMENTS**

