ENERGY PROJECT COOPERATIVE AGREEMENT

By and among

BEXLEY, COLUMBUS, DUBLIN, GROVE CITY, HILLIARD, [MARBLE CLIFF,] PERRY TOWNSHIP, WHITEHALL, WORTHINGTON
REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., D/B/A:

COLUMBUS REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.;

UPH HOLDINGS, LLC;

PETROS PACE FINANCE, LLC; and

CITY OF COLUMBUS, OHIO

Dated as of December _____, 2018

BRICKER & ECKLER LLP

ENERGY PROJECT COOPERATIVE AGREEMENT

THIS ENERGY PROJECT COOPERATIVE AGREEMENT (the "Agreement") is made and entered into as of December _____, 2018, between the BEXLEY, COLUMBUS, DUBLIN, GROVE CITY, HILLIARD, [MARBLE CLIFF,] PERRY TOWNSHIP, WHITEHALL, WORTHINGTON REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., doing business under the registered trade name COLUMBUS REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., a nonprofit corporation and special improvement district duly organized and validly existing under the laws of the State of Ohio (the "State") (the "ESID"), UPH HOLDINGS, LLC, a limited liability company duly organized and validly existing under the laws of the State of Ohio (the "State") (the "Owner"), PETROS PACE FINANCE, LLC, a limited liability company duly organized and validly existing under the laws of the State of Texas (the "Investor"), and the CITY OF COLUMBUS, OHIO, a municipal corporation duly organized and validly existing under the constitution and laws of the State (the "City") (the capitalized terms used in this Agreement and not defined in the preamble and recitals have the meanings stated in **Exhibit A** to this Agreement):

A. The ESID was created under Ohio Revised Code Chapters 1702 and 1710 and established pursuant to Resolution No. 0261X-2015 of the Council of the City of Columbus, Ohio, approved on November 23, 2015. Pursuant to the same action, the Columbus Regional Energy Special Improvement District Program Plan (as amended and supplemented from time to time, the "Plan") was adopted as a plan for public improvements and public services under Ohio Revised Code Section 1710.02(F).

B. The ESID is an energy special improvement district and nonprofit corporation duly organized and validly existing under the laws of the State of Ohio to further the public purpose of implementing special energy improvement projects pursuant to the authority in Ohio Revised Code Chapter 1710 and Article VIII, Section 2o of the Ohio Constitution.

C. On December 3, 2018, by its Resolution No. [____]X-2018, the City Council of the City (the "City Council") approved the Petition for Special Assessments for Special Energy Improvement Projects and Affidavit (the "Petition") submitted by the Owner to the City, together with the Columbus Regional Energy Special Improvement District Program Plan Supplement to Plan for 3100 Olentangy River Road, Columbus, Ohio Project (the "Supplemental Plan"), as a supplement to the Plan.

D. Pursuant to the Plan, the ESID, among other services, shall assist property owners, whether private or public, who own real property within participating political subdivisions to obtain financing for special energy improvement projects.

E. In order to obtain financing for special energy improvement projects and to create special assessment revenues available to pay and repay the costs of special energy improvement projects, the Petition requested that the City Council levy Special Assessments against the Owner's property as more fully described in the Supplemental Plan.

F. The ESID, the Owner, the Investor, and the City (collectively the "Parties," and each, a "Party") each have determined that the most efficient and effective way to implement the

financing, acquisition, installation, equipment, and improvement of energy special improvement projects and to further the public purposes set forth above is through this Agreement, pursuant to the Special Assessment Act and on the terms set forth in this Agreement, with (i) the Investor providing the Project Advance to finance the costs of the special energy improvement projects described in the Supplemental Plan, (ii) the ESID and the Owner cooperating to acquire, install, equip and improve special energy improvement projects, (iii) the Owner agreeing to make Special Assessment payments in an aggregate amount that will provide revenues sufficient to pay or repay the permitted costs of the special energy improvement projects, (iv) the City agreeing to assign and transfer all Special Assessment payments actually received by the City to the Investor to repay the Project Advance; and (v) the ESID agreeing to assign, transfer, and set over to the Investor any of its right, title, or interest in and to the Special Assessments which it may have by operation of law, this Agreement, or otherwise; provided that a portion of the Special Assessments may be retained by, or be payable to, the City or the ESID, all pursuant to and in accordance with this Agreement.

G. The Parties each have full right and lawful authority to enter into this Agreement and to perform and observe its provisions on their respective parts to be performed and observed, and have determined to enter into this Agreement to set forth their respective rights, duties, responsibilities, obligations, and contributions with respect to the implementation of special energy improvement projects within the ESID.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants, and agreements contained in this Agreement, the Parties agree as follows; provided, that any obligation of the ESID created by or arising out of this Agreement never shall constitute a general obligation, bonded indebtedness, or a pledge of the general credit of the ESID, or give rise to any pecuniary liability of the ESID, but any such obligation shall be payable solely from the Special Assessments actually received by the ESID, if any; and provided, further, that any obligation of the City created by or arising out of this Agreement never shall constitute a general obligation, bonded indebtedness, or a pledge of the general credit of the City, or give rise to any pecuniary liability of the City, but any such obligation shall be payable solely from the Special Assessments actually received by the City, if any:

ARTICLE I: DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, words and terms used in this Agreement shall have the meanings set forth in **Exhibit A** to this Agreement unless the context or use clearly indicates another meaning or intent. Definitions shall apply equally to both the singular and plural forms of any of the words and terms. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

Section 1.2. Interpretation. Any reference in this Agreement to the ESID, the ESID Board, the Owner, the City, the City Council, the Investor, or to any member or officer of any of the foregoing, includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State or the Special Assessment Act, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision, or chapter as amended, modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this provision if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Section 1.3. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any of this Agreement's Articles, Sections, subsections, paragraphs, subparagraphs or clauses.

ARTICLE II: COOPERATIVE ARRANGEMENTS; ASSIGNMENT OF SPECIAL ASSESSMENTS

Section 2.1. Agreement Between the City, the ESID, and the Investor. The Owner and the ESID have requested the assistance of the Investor and the City in the financing of special energy improvement projects within the ESID. For the reasons set forth in this Agreement's Recitals—which Recitals are incorporated into this Agreement by this reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties—the City and the ESID have requested the assistance and cooperation of the Investor in the collection and payment of Special Assessments in accordance with this Agreement. The Parties intend this Agreement to be, and it shall be, an agreement among the Parties to cooperate in the financing, acquisition, installation, equipment, and improvement of "special energy improvement projects," pursuant to Ohio Revised Code Chapter 1710, and as that term is defined in Ohio Revised Code Section 1710.01(I). The Parties intend this Agreement's provisions to be, and they shall be construed as, agreements to take effective cooperative action and to safeguard the Parties' interests.

Upon the considerations stated above and upon and subject to the terms and conditions of this Agreement, the Investor, on behalf of the Parties, shall make the Project Advance available to the Owner to pay the costs of the Project. The City and the ESID shall assign, transfer, set over, and pay the Special Assessments actually received by the City or the ESID, respectively, to the Investor, to pay the costs of the Project at the times and in the manner provided in this Agreement; provided, however, that the City, the ESID, and the Investor intend that the City shall receive all Special Assessments from the County Treasurer and shall transfer, set over, and pay all Special Assessments received from the County Treasurer directly to the Investor. The City, the ESID, and the Investor further intend and agree that the Investor shall pay to the ESID, out of the Special Assessments received by the Investor, a semi-annual fee of $3,275.68 for the ESID's administrative expenses; provided, however, that if the amount of Special Assessments received by the Investor in any year are insufficient to pay the principal of, and interest on the Project Advance due in that year and the semi-annual fee of $3,275.68 due to the ESID, the Special Assessments received shall first be applied to the payment of interest on the Project Advance, then to the repayment of the principal of the Project Advance, and then to the payment of the semi-annual fee due to the ESID.

Notwithstanding anything in this Agreement to the contrary, any obligations of the City under this Agreement, including the obligation to transfer the Special Assessments received by the

City to the Investor, shall be a special obligation of the City and shall be required to be made only from Special Assessments actually received by or on behalf of the City, if any. The City's obligations under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The City's obligations under this Agreement do not and shall not represent or constitute a debt or pledge of the City's faith and credit or taxing power, and the ESID, the Owner, and the Investor do not have and shall not have any right to have taxes levied by the City for the transfer of the Special Assessments.

Section 2.2. Special Assessments; City Transfer of Special Assessments.

(a) The Special Assessment Proceedings. The City has taken all necessary actions required by the Special Assessment Act to levy and collect the Special Assessments on the Property.

Pursuant to Ohio Revised Code Section 727.33, the City has certified the Special Assessments to the County Auditor for collection, and the County Auditor shall collect the unpaid Special Assessments with and in the same manner as other real property taxes and pay the amount collected to the City. The Parties intend that the County Auditor and the County Treasurer shall have the duty to collect the Special Assessments through enforcement proceedings in accordance with applicable law.

(b) Collection of Delinquent Special Assessments. The ESID and the Investor are hereby authorized to take any and all actions as assignees of and, to the extent required by law, in the name of, for, and on behalf of, the City to collect delinquent Special Assessments levied by the City pursuant to the Special Assessment Act and to cause the lien securing the delinquent Special Assessments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the County Treasurer, as necessary, to institute such prompt and timely foreclosure proceedings. The proceeds of the enforcement of any such lien shall be deposited and used in accordance with this Agreement.

(c) Prepayment of Special Assessments. The Parties agree that the Special Assessments assessed against the Property and payable to the City pursuant to the Special Assessment Act may be prepaid to the Investor by the Owner in accordance with Section 4.7 of this Agreement. Except as set forth in this Section 2.2(c) and Section 4.7 of this Agreement, the Owner shall not prepay any Special Assessments. Notwithstanding the foregoing, if the Owner attempts to cause a prepayment of the Special Assessments by paying to the County Treasurer any amount as a full or partial prepayment of Special Assessments, and if the City shall have knowledge of the same, the City immediately shall notify the Investor, and, unless provided the express written consent of the Investor, the City shall not cause any reduction in the amount of Special Assessments. Except as specifically provided in this Agreement to the contrary, no other action pursuant to any provision of this Agreement shall abate in any way the payment of the Special

Assessments by the owners of property or the transfer of the Special Assessments by the City to the Investor.

(d) Reduction of Special Assessments. The Parties agree that the Special Assessments may be subject to reduction, but only upon the express written consent or instruction of the Investor. If the Owner causes the Special Assessments to be prepaid in accordance with Sections 2.2(c) and 4.7 of this Agreement, or if the Investor's obligations to make disbursements under this Agreement terminates under Section 4.3 of this Agreement, the Investor shall revise the amount of Special Assessments to be collected such that the amount of Special Assessments remaining to be paid shall be equal to the amounts necessary to pay, as and when due, the remaining outstanding principal of the Project Advance, together with interest at the annual rate of 6.30%, and a $3,275.68 semi-annual administrative fee to the ESID. Upon the City Department of Development's receipt of the Investor's express written consent or instruction, the City's Department of Development shall instruct the City Auditor's Office to certify to the County Auditor, prior to the last date in the then-current tax year on which municipal corporations may certify special assessments to the County Auditor, a reduction in the amount of Special Assessments to be collected such that the remaining Special Assessments to be collected are equal to the amounts certified by the Investor. The Parties agree that the Investor may certify any reduction required by this Section 2.2(d) to the County Auditor directly after requesting and receiving the City's Department of Development's consent to certify the reduction on the City's behalf.

The parties acknowledge and agree that County Auditor may calculate, charge, and collect a collection fee on each annual installment of the Special Assessments in an amount to be calculated, charged, and collected by the County Auditor pursuant to Ohio Revised Code Section 727.36, which fee is in addition to the amount of the Special Assessments and other related interest, fees, and penalties. Notwithstanding anything in this Agreement to the contrary, the City shall not cause any reduction in the amount of Special Assessments without the prior written consent or instruction of the Investor.

(e) Assignment of Special Assessments. The City agrees that it shall establish its funds for the collection of the Special Assessments as separate funds maintained on the City's books and records and to be held in the custody of a bank with which the City maintains a depository relationship. The City hereby assigns to the Investor all of its right, title and interest in and to: (i) the Special Assessments received by the City under this Agreement, (ii) the City's special assessment funds established for the Project, and (iii) any other property received or to be received from the City under this Agreement. The City further shall transfer, set over, and pay the Special Assessments and Delinquency Amounts to the Investor in accordance with this Agreement. The ESID acknowledges and consents to the City's assignment of the Special Assessments to the Investor. The Parties agree that each of the City, the ESID, and the Investor, as assignee of the Special Assessments, is authorized to take any and all actions, whether at law, or in equity, to collect delinquent Special Assessments levied by the City pursuant to law and to cause the lien securing any

delinquent Special Assessments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the County Treasurer, as necessary, to institute such prompt and timely foreclosure proceedings.

(f) Transfer of Special Assessments. The parties anticipate that semi-annual installments of the Special Assessments and Delinquency Amounts will be paid to the City by the County Auditor and the County Treasurer in accordance with Ohio Revised Code Chapters 319, 321, 323, and 727, which, without limiting the generality of the foregoing, contemplates that the County Auditor and County Treasurer will pay the Special Assessments and Delinquency Amounts to the City on or before June 1 of each year. Immediately upon receipt of any moneys received by the City as Special Assessments and Delinquency Amounts, but in any event not later than 21 calendar days after the receipt of such moneys and the corresponding final settlement from the County Auditor, the City shall deliver to the Investor all such moneys received by the City as Special Assessments and Delinquency Amounts by ACH or check as determined in the sole discretion of the City. The Investor shall provide the City with account and payment information in the form of **Exhibit H** on the date on which this Agreement becomes effective. The Investor may from time to time provide updated written account and payment information in the form of **Exhibit H** to the City for the payment of Special Assessments and Delinquency Amounts, but the City shall maintain its right to send the special assessments by ACH or check in its sole discretion. If at any time during the term of this Agreement the County Auditor agrees, on behalf of the City, to disburse the Special Assessments and Delinquency Amounts to the Investor pursuant to instructions or procedures agreed upon by the County Auditor and the City, then, upon each transfer of an installment of the Special Assessments and Delinquency Amounts from the County Auditor to the Investor, the City shall be deemed to have satisfied all of its obligations under this Agreement to transfer that installment of the Special Assessments and Delinquency Amounts to the Investor.

(g) Repayment of Project Advance. The Investor shall credit, on the dates shown on the Repayment Schedule (which is attached to, and incorporated into, this Agreement as **Exhibit B**), Special Assessments in the amounts shown on the Repayment Schedule to the payment of accrued interest on the Project Advance and to the repayment of the portion of the principal of the Project Advance scheduled to be repaid on such date. The Investor, on the dates shown on the Repayment Schedule, further shall pay to the ESID, after the payment of accrued interest on the Project Advance and the repayment of the portion of principal of the Project Advance scheduled to be repaid on such date, a semi-annual fee of $3,275.68 or such lesser amount as may be available from the Special Assessments on the applicable date after the payment of accrued interest on the Project Advance and the repayment of the portion of the principal of the Project Advance scheduled to be repaid on such date. The Parties acknowledge and agree that the County Auditor may calculate, charge, and collect a fee on each annual installment of the Special Assessments pursuant to Ohio Revised Code Section 727.36, which fee is

in addition to the amount of the Special Assessments and other related interest, fees, and penalties, and that such fee shall be paid to the County Auditor with the Special Assessments, and that the County Auditor will retain such fee.

Section 2.3. Obligations Unconditional; Place of Payments. The City's obligation to transfer the Special Assessments and any Delinquency Amounts to the Investor under Section 2.2 of this Agreement shall be absolute and unconditional, and the City shall make such transfers without abatement, diminution, or deduction regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment, or counterclaim which the City may have or assert against the Investor, the ESID, or the Owner; provided, however, that the City's obligation to transfer the Special Assessments and any Delinquency Amounts is limited to the Special Assessments and any Delinquency Amounts actually received by or on behalf of the City, and nothing in this Agreement shall be construed to obligate the City to transfer or pledge, and the City shall not transfer or pledge any special assessments not related to the ESID.

Section 2.4. Appropriation by the City; No Further Obligations. Upon the Parties' execution of this Agreement, all of the Special Assessments and any Delinquency Amounts received or to be received by the City shall be deemed to have been appropriated to pay the City's obligation under this Agreement to pay to the Investor all Special Assessments and any Delinquency Amounts received by the City. During the years during which this Agreement is in effect, the City shall take such further actions as may be necessary or desirable in order to appropriate the transfer of the Special Assessments and any Delinquency Amounts actually received by the City in such amounts and at such times as will be sufficient to enable the City to satisfy its obligation under this Agreement to pay the City's obligation under this Agreement to pay to the Investor all Special Assessments and any Delinquency Amounts received by the City; provided that the City shall not be responsible for the costs and expenses of any collection or enforcement actions, except to the extent of any Special Assessments and any Delinquency Amounts actually received by the City; and provided further that nothing in this paragraph shall be construed as a waiver of the City's right to be indemnified pursuant to Section 6.4 of this Agreement or pursuant to the Special Assessment Agreement. The City has no obligation to use or apply to the payment of the Special Assessments and any Delinquency Amounts any funds or revenues from any source other than the moneys received by the City as Special Assessments and any Delinquency Amounts; provided, however, that nothing in this Agreement shall be deemed to prohibit the City from using, to the extent that it is authorized to do so, any other resources for the fulfillment of any of this Agreement's terms, conditions, or obligations.

Section 2.5. Security for Advanced Funds. To secure the transfer of the Special Assessments and any Delinquency Amounts by the City to the Investor, and in accordance with the Special Assessment Act, the ESID hereby assigns, transfers, sets over, and shall pay all of its right, title, and interest in and to the Special Assessments and any Delinquency Amounts related to the ESID actually received by or on behalf of the City to the Investor. The Owner and the City agree and consent to that assignment.

ARTICLE III: REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 3.1. The City's Representations and Warranties. The City represents and warrants that:

(a) It is a municipal corporation duly organized, and validly existing under the Constitution and applicable laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the City that would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the City's knowledge, that execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to the City and does not and will not conflict with or result in a default under any agreement or instrument to which the City is a party or by which it is bound.

(d) It, by proper action, duly has authorized, executed, and delivered this Agreement, and the City has taken all steps necessary to establish this Agreement and the City's covenants and agreements within this Agreement, as valid and binding obligations of the City, enforceable in accordance with their terms.

(e) There is no litigation pending, or to its knowledge threatened, against or by the City in which an unfavorable ruling or decision would materially adversely affect the City's ability to carry out its obligations under this Agreement.

(f) The assignment contained in Section 2.2(e) is a valid and binding obligation of the City with respect to the Special Assessments received by the City under this Agreement.

Section 3.2. The ESID's Representations and Warranties. The ESID represents and warrants that:

(a) It is a nonprofit corporation and special improvement district, duly organized, and validly existing under the Constitution and applicable laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the ESID that would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the ESID's knowledge, that execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to the ESID and does not and will not conflict with or result in a default under any agreement or instrument to which the ESID is a party or by which it is bound.

(d) It, by proper action, duly has authorized, executed, and delivered this Agreement, and the ESID has taken all steps necessary to establish this Agreement and the ESID's covenants and agreements within this Agreement as valid and binding obligations of the ESID, enforceable in accordance with their terms.

(e) There is no litigation pending, or to its knowledge threatened, against or by the ESID in which an unfavorable ruling or decision would materially adversely affect the ESID's ability to carry out its obligations under this Agreement.

(f) The assignment contained in Section 2.5 is a valid and binding obligation of the ESID with respect to the ESID's right, title and interest in the Special Assessments under this Agreement.

Section 3.3. The Owner's Representations and Warranties. The Owner represents and warrants that:

(a) It is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State of Ohio. It has all requisite power to conduct its business as presently conducted and to own, or hold under lease, its assets and properties, and, is duly qualified to do business in all other jurisdictions in which it is required to be qualified, except where failure to be so qualified does not have a material adverse effect on it, and will remain so qualified and in full force and effect during the period during which Special Assessments shall be assessed, due, and payable.

(b) It, by proper action, duly has authorized, executed, and delivered this Agreement, and it has taken all steps necessary to establish this Agreement and its covenants and agreements within this Agreement as valid and binding obligations, enforceable in accordance with their terms

(c) There are no actions, suits or proceedings pending or, to its knowledge, threatened against or affecting it, the Property, or the Project that, if adversely determined, would individually or in the aggregate materially impair its ability to perform any of its obligations under this Agreement, or materially adversely affect its financial condition (an "Action"), and during the term of this Agreement, the Owner shall promptly notify the Investor of any Action commenced or to its knowledge threatened against it.

(d) It is not in default under this Agreement, and no condition, the continuance in existence of which would constitute a default under this Agreement exists. It is not in default in the payment of any Special Assessments or under any agreement or instrument related to the Special Assessments which has not been waived or allowed.

(e) Except for any financing of the Property and the lien related thereto that Owner has previously disclosed in writing, it has made no contract or arrangement of any kind, other than this Agreement, which has given rise to, or the performance of which by

the other party thereto would give rise to, a lien or claim of lien on its Project, except inchoate statutory liens in favor of suppliers, contractors, architects, subcontractors, laborers or materialmen performing work or services or supplying materials in connection with the acquiring, installing, equipping and improving of its Project.

(f) No representation or warranty made by it contained in this Agreement, and no statement contained in any certificate, schedule, list, financial statement or other instrument furnished to the Investor or the ESID by it or on its behalf contained, as of the date thereof, any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

(g) Since the date of the most recent financial statements of the Owner provided to the Investor, there has been no material adverse change in the financial condition of the Owner, nor has the Owner mortgaged, pledged or granted a security interest in or encumbered the Property since such date, except as otherwise disclosed to the Investor in writing, and the financial statements which have been delivered to the Investor prior to the date of this Agreement are true, correct, and current in all material respects and fairly represent the respective financial conditions of the subjects of the financial statements as of the respective dates of the financial statements.

(h) The Owner has good and marketable title to its Property, subject only to existing liens, pledges, encumbrances, charges or other restrictions of record set forth in the title commitment delivered to Investor, liens for taxes not yet due and payable, and minor liens of an immaterial nature.

(i) The Project complies in all material respects with all applicable zoning, planning, building, environmental and other regulations of each Governmental Authority having jurisdiction of the Project, and all necessary permits, licenses, consents and permissions necessary for the Project have been or will be obtained.

(j) The plans and specifications for the Project are satisfactory to the Owner, have been reviewed and approved by the general contractor for the Project, the tenants under any leases which require approval of the plans and specifications, the purchasers under any sales contracts which require approval of the plans and specifications, any architects for the Project, and, to the extent required by applicable law or any effective restrictive covenant, by all Governmental Authorities and the beneficiaries of any such covenants; all construction of the Project, if any, already performed on the Property has been performed on the Property in accordance in all material respects with such approved plans and specifications and the restrictive covenants applicable to the plans and specifications; there are no structural defects in the Project or violations of any requirement of any Governmental Authorities with respect to the Project; the planned use of the Project complies with applicable zoning ordinances, regulations, and restrictive covenants affecting the Property as

well as all environmental, ecological, landmark and other applicable laws and regulations; and all requirements for such use have been satisfied.

(k) The Owner has the Required Insurance Coverage and will maintain the Required Insurance Coverage at all times during the term of this Agreement, while any principal of or interest on the Project Advance remains outstanding, and while any Special Assessments remain to be paid. Any return of insurance premium or dividends based upon the Required Insurance Coverage shall be due and payable solely to the Owner or its Lender pursuant to any agreements between the Owner and its Lender, unless such premium shall have been paid by the Investor, in accordance with the distribution priority specified in Section 4.3.

(l) Each Disbursement Request Form presented to the Investor, and the receipt of the funds requested by the Disbursement Request Form, shall constitute an affirmation that the representations and warranties contained in this Agreement remain true and correct as of the date of the Disbursement Request Form and the receipt of the funds requested by the Disbursement Request Form.

(m) Each of the Property and the Project are, and at all times during the term of this Agreement, while any principal of or interest on the Project Advance remain outstanding, and while any Special Assessments remain to be paid, used solely for the commercial purposes disclosed by the Owner to the Investor in writing.

(n) The Project and the plans and specifications for the Project have been developed pursuant to an energy audit prepared by Continental Building Co., which energy audit demonstrates that the Project is expected to generate $16,800 in annual energy savings.

(o) Each of the components of the Project is a qualified "special energy improvement project" pursuant to the definition of that term in Ohio Revised Code Section 1710.01(I).

(p) The entire $1,178,488 cost attributed to "PACE Engineering and architect fees" on Attachment B to the Supplemental Plan constitute costs of planning, designing and implementing the special energy improvement projects set forth on Attachment B to the Supplemental Plan, including payment of architectural, engineering, consulting, energy auditing, and planning fees and expenses.

(q) At all times during the term of this Agreement, while any principal of or interest on the Project Advance remain outstanding, and while any Special Assessments remain to be paid, the Owner shall comply in all respects with the Special Assessment Act, and shall take any and all action necessary to remain in compliance with the Special Assessment Act.

Section 3.4. The Owner's Additional Agreements. The Owner agrees that:

(a) It shall not transfer or convey any right, title, or interest, in or to the Property and the Project, except after giving prompt notice of any such transfer or conveyance

to the Investor; provided, however, that the foregoing restrictions shall not apply to the grant or conveyance of any leasehold interests, mortgage interest, lien interest, or easements granted in the normal course of real estate development, except as may be otherwise provided in this Agreement. Before or simultaneous with any such transfer or conveyance, the Owner shall (i) execute, cause the transferee or purchaser to execute, and deliver to the Investor, the City, and the ESID a fully executed "Assignment and Assumption of Energy Project Cooperative Agreement" in the form attached to, and incorporated into, this Agreement as **Exhibit G;** and (ii) if such transfer occurs prior to substantial completion of the Project, execute, cause the transferee or purchaser to execute, and deliver to the Investor, an assignment of all construction contracts related to the Project. The Parties acknowledge and agree that the Assignment and Assumption of Energy Project Cooperative Agreement includes the assignment and assumption of the Special Assessment Agreement, the Owner Consent, and the PACE Note.

(b) It shall pay when due all taxes, assessments, service payments in lieu of taxes, levies, claims and charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Property, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on any portion of the Property. The Owner shall furnish the Investor, upon reasonable request, with proof of payment of any taxes, governmental charges, utility charges, insurance premiums or other charges required to be paid by the Owner under this Agreement. The Parties acknowledge and agree that the foregoing obligation is in addition to the Owner's obligation to pay the Special Assessment.

(c) It shall not, without the prior written consent of the Investor, cause or agree to the imposition of any special assessments, other than the Special Assessments, on the Property for the purpose of paying the costs of "special energy improvement projects," as that term is defined in Ohio Revised Code Section 1710.01(I), as amended and in effect at the time.

(d) It shall promptly pay and discharge all claims for labor performed and material and services furnished in connection with the acquisition, installation, equipment, and improvement of the Project. Notwithstanding the foregoing, nothing shall preclude the Owner from contesting such charges or claims provided any liens arising as a result of such charges or claims are adequately bonded over in the Investor's reasonable discretion.

(e) It promptly shall notify the Investor of any material damage or destruction to the Project.

(f) Upon the reasonable request of the Investor, it shall take any actions and execute any further certificates, instruments, agreements, or documents as shall be reasonably necessary in connection with the performance of this Agreement and with the transactions, obligations, and undertakings contained in this Agreement.

(g) It shall not cause the Property to be subdivided, platted, or otherwise separated into any additional parcels in the records of the County Auditor.

(h) It does not and will not engage in operations that involve the generation, manufacture, refining, transportation, treatment, storage or handling of hazardous materials or hazardous wastes, as defined in applicable state law, or any other federal, state or local environmental laws or regulations. Except as disclosed in the Environmental Reports, the Property has not been so used previously. There are no underground storage tanks located on the Property. Except as disclosed in the Environmental Reports, there is no past or present non-compliance with environmental laws, or with permits issued pursuant thereto, in connection with the Property, which has not been fully remediated in accordance with environmental laws. Except as disclosed in the Environmental Reports, there is no environmental remediation required (or anticipated to be required) with respect to the Property. Except as disclosed in the Environmental Reports, the Owner does not know of, and has not received, any written or oral notice or other communication from any person (including but not limited to a governmental entity) relating to hazardous substances or remediation of hazardous substances, of possible liability of any person pursuant to any environmental law, other environmental conditions in connection with the Property, or any actual or potential administrative or judicial proceedings in connection with the foregoing. Owner has or shall diligently complete the recommendations of Geotechnical Consultants Inc. found in the Environmental Reports.

ARTICLE IV: PROJECT ADVANCE; CONSTRUCTION OF PROJECT; REPAYMENT

Section 4.1. Project Advance. The Investor has made available to the Owner the Project Advance in the amount of $16,253,553.31. The Investor shall hold $15,295,000 of the total Project Advance in a segregated account established in the custody of the Investor, which account shall be referred to as the "Project Account." The Investor shall retain the remaining $958,553.31 of the Project Advance and use it to pay capitalized interest in the amounts and on the dates set forth on the Repayment Schedule attached as **Exhibit B**. Subject to the terms and conditions of this Agreement, the Investor, upon the direction of the Owner, shall disburse amounts on deposit in the Project Account to the Owner or to such parties as may be named by the Owner in order to pay the costs of the Project.

If the Project Advance is insufficient to pay the costs of the Project pursuant to this Agreement, the Owner, nevertheless, shall complete the acquisition, installation, equipment, and improvement of its Project, and the Owner shall pay all such additional costs of its Project from its own funds. The Owner shall not be entitled to reimbursement for any such additional costs of its Project, nor shall it be entitled to any abatement, diminution, or postponement of the Special Assessments.

Section 4.2. Disbursements. In order to cause disbursement of amounts on deposit in the Project Account to pay or reimburse the costs of the Project, the Owner shall submit Disbursement Request Forms (a form of which is attached to this Agreement as **Exhibit C**) to the

Investor, which Disbursement Request Forms each shall, in part, set forth the payments or reimbursements requested, and shall be accompanied by invoices or other appropriate documentation supporting the payments or reimbursements requested. In addition, the following shall occur:

(a) With each Disbursement Request Form:

(i) The Owner shall deliver to the Investor copies of all related receipts and invoices;
(ii) The Owner shall deliver to the Investor, as necessary, bank information for wiring the amounts requested for disbursement.

(b) With the first Disbursement Request Form submitted, in addition to the documents required under Section 4.2(a):

(i) The Owner shall deliver to the Investor certificates of insurance evidencing the Required Insurance Coverage is in place;
(ii) The construction plans and specifications shall have been submitted to and approved by the Investor;
(iii) The budget shall have been submitted to and approved by the Investor;
(iv) The Owner shall deliver to the Investor the written consent of its existing mortgage lender to the levying, assessment, and collection of the Special Assessments, in the form attached to this Agreement as **Exhibit F**;
(v) The Owner shall provide to the Investor evidence acceptable to the Investor, in its sole discretion, that the City Council and the ESID have approved the Project;
(vi) The Investor shall receive the executed Special Assessment Agreement and Owner Consent;
(vii) The Owner and the ESID shall provide to the Investor original executed copies of this Agreement and any related certificates;
(viii) The Owner shall have furnished to the Investor evidence, satisfactory to the Investor of completion of construction of the Project; and
(ix) The Owner shall provide to the Investor a list of authorized representatives on whose instructions and directions the Investor may rely until such time as an updated list has been provided, as set forth in **Exhibit I**, attached hereto.
(x) The Owner shall deliver to the Investor the executed certificate substantially in the form attached as **Exhibit D** to this Agreement;
(xi) The Owner shall deliver to the Investor copies of a certificate of occupancy.

Upon its receipt of each completed Disbursement Request Form, the Investor shall approve within 10 business days all or a portion of the payment or reimbursements requested to be disbursed from the Project Account. To the extent the Investor approves the payment or reimbursements requested to be disbursed from the Project Account, the Investor shall pay within five business days the Owner or such other parties as are indicated on the Disbursement Request Form the amounts described on such Disbursement Request Form which have been approved by the Investor.

Additionally, on the date this Agreement becomes effective, the Investor shall disburse to the ESID for closing costs related to the financing described in this Agreement in an amount not to exceed $295,000.00, as detailed in **Exhibit E** to this Agreement. Without limiting the generality of the foregoing, disbursements made pursuant to this paragraph may be for fees to the Investor, fees to the ESID, legal fees, fees to the City, and other closing costs or contingencies.

Section 4.3. Casualties and Takings. The Owner shall promptly notify the Investor if the Project is damaged or destroyed by fire, casualty, injury or any other cause (each such occurrence, a "Casualty"). Upon the occurrence of such Casualty, the Owner's Lender, if any, may elect, in its sole discretion and judgment, to restore the Property and the Project or to terminate the construction of the Project, and in either case, to direct the application of the insurance proceeds pursuant to the terms of Owner's Lender's agreement with the Owner, provided that if the insurance proceeds are not used to restore the Property and the Project, insurance proceeds will be distributed first to Owner's Lender in total satisfaction of the disbursement requirements in its agreements with the Owner, and next to the Investor for repayment of the outstanding balance of the Special Assessments and any related fees, and any excess proceeds will be paid to the Owner.

Upon the occurrence of a Casualty, if no Person is a Lender at the time of such Casualty, the insurance proceeds shall be applied, at the Owner's election, to pay the costs of the restoration of the Project or to the repayment of the outstanding balance of the Special Assessments, and in which case the Investor shall remain obligated to make disbursements of up to the total amount of the Project Advance in accordance with this Agreement.

In the event restoration of the Project or the Property is pursued, the Owner shall immediately proceed with the restoration of the Project in accordance with the plans and specifications. If, in the Investor's reasonable judgment, said insurance proceeds are insufficient to complete the restoration, the Owner shall provide proof of deposit with the Owner's Lender (or if deposit with Owner's Lender is not required, deposit with the Investor) of such amounts as are necessary, in the Investor's reasonable judgment, to complete the restoration in accordance with the plans and specifications.

In the event any part of the Property or the Project shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (a "Taking"), the Owner's Lender, if any, may elect, in its sole discretion and judgment, not to restore the Property or the Project or to restore the Property or the Project, and in either case, to direct the application of the proceeds of the Taking pursuant to the terms of its agreements with the Owner. If the Lender determines not to restore the Property or the Project and release funds related thereto to the Owner, the Investor's obligation to make disbursements under this Agreement shall be terminated and the Investor and the City shall promptly cause the lien of the Special Assessment to be reduced to an amount equal to the amount necessary to pay, as and when due, the remaining outstanding principal of the Project Advance theretofore disbursed to Owner, together with interest at the annual rate of 6.30%, and a $3,275.68 semi-annual administrative fee to the ESID. If the Lender determines to restore the Property and the Project, the Owner shall promptly proceed with the restoration of the Project in accordance with the plans and specifications. If, in the Investor's

reasonable judgment, the Taking proceeds available to the Owner and the Investor are insufficient to complete the restoration, the Owner shall provide proof of deposit with the Owner's Lender (or if deposit with the Owner's Lender is not required, deposit with the Investor) of such amounts as are necessary, in the Investor's reasonable judgment, to complete the restoration in accordance with the plans and specifications.

In the event that no Person is a Lender at the time of such Taking, the Investor's obligation to make disbursements under this Agreement shall be terminated (and the Investor and the City shall promptly cause the lien of the Special Assessments to be reduced to an amount equal to the amount necessary to pay, as and when due, the remaining outstanding principal of the Project Advance theretofore disbursed to Owner, together with interest at the annual rate of 6.30%, and a $3,275.68 semi-annual administrative fee to the ESID) unless the Property and the Project can be replaced and restored in a manner which will enable the Project to be functionally and economically utilized and occupied as originally intended. If the Property and the Project can be so restored, the Owner shall promptly proceed with the restoration of the Project in accordance with the plans and specifications, and the Investor shall release the funds for such purpose. If, in the Investor's reasonable judgment, the Taking proceeds available to the Owner and the Investor are insufficient to complete the restoration, the Owner shall deposit with the Investor such amounts as are necessary, in the Investor's reasonable judgment, to complete the restoration in accordance with the plans and specifications.

Section 4.4. Eligible Costs. The costs of the Project which are eligible for payment or reimbursement pursuant to this Agreement include the following:

(a) costs incurred directly or indirectly for or in connection with the acquisition, installation, equipment, and improvement of the Project, including without limitation, costs incurred in respect of the Project for preliminary planning and studies; architectural, legal, engineering, surveying, accounting, consulting, supervisory and other services; labor, services and materials; and recording of documents and title work;

(b) financial, legal, recording, title, accounting, and printing and engraving fees, charges and expenses, and all other fees, charges and expenses incurred in connection with the financing described in this Agreement;

(c) premiums attributable to any surety and payment and performance bonds and insurance required to be taken out and maintained until the date on which each Project is final and complete;

(d) taxes, assessments and other governmental charges in respect of the Project that may become due and payable until the date on which each Project is final and complete;

(e) costs, including, without limitation, attorney's fees, incurred directly or indirectly in seeking to enforce any remedy against any contractor or subcontractor in respect of any actual or claimed default under any contract relating to the Project; and

(f) any other incidental or necessary costs, expenses, fees and charges properly chargeable to the cost of the acquisition, installation, equipment, and improvement of the Project, including, without limitation, interest on the Project Advance.

Section 4.5. Completion of Project. The Owner (a) in accordance with the approved plans and specifications for the Project, which plans and specifications shall not be materially revised without the prior written approval of the Investor, which approval shall not be unreasonably withheld, has acquired, installed, equipped, and improved its Project with the Project Advance, (b) has paid all fees, costs and expenses incurred or payable by the Owner in connection with that acquisition, installation, equipment, and improvement from funds made available therefor in accordance with this Agreement or otherwise, and (c) shall ask, demand, sue for, levy, recover and receive all those sums of money, debts and other demands whatsoever which may be due, owing and payable to the Owner under the terms of any contract, order, receipt, writing or instruction in connection with the acquisition, installation, equipment, and improvement of the Project, and shall utilize commercially reasonable efforts to enforce the provisions of any contract, agreement, obligation, bond or other performance security with respect thereto. It is understood that the Project is owned by the Owner and any contracts made by the Owner with respect to the Project or any work to be done by the Owner on or with respect to the Project are made or done by the Owner on its own behalf and not as agent or contractor for the ESID.

The Owner shall notify the ESID, the City, and the Investor of the Completion Date by a certificate in the form attached as **Exhibit D** to this Agreement, signed by the Owner stating: (a) the date on which the acquisition, installation, equipment, and improvement of the Project was substantially completed by the general contractor for the Project in accordance with the construction contract, and the Owner has no unresolved complaints regarding the work; (b) that the Project has been completed in all material respects in accordance with the plans and specifications, permits, and budget for the Project approved by the Investor; (c) that the Owner has complied, and will continue to comply with all applicable statutes, regulations, and resolutions or ordinances in connection with the Property and the construction of the Project; (d) that the Owner holds fee ownership of the Property; (e) that the general contractor for the project has not offered the Owner any payment, refund, or any commission in return for completing Project; and (f) that all funds provided to the Owner by the Investor for the Project have been used in accordance with this Agreement. The certificate shall be delivered on the date of this Agreement.

Section 4.6. Repayment. The Parties acknowledge that pursuant to this Agreement, the Project Advance is expected to be repaid by the Special Assessments. The Parties agree that the Special Assessments have been levied and certified to the County Auditor in the amounts necessary to amortize the Project Advance, together with interest at the annual rate of 6.30%, and a $3,275.68 semi-annual administrative fee to the ESID over 50 semi-annual payments to be collected beginning approximately on January 20, 2020 and continuing through approximately June 20, 2044. The Parties further acknowledge that in addition to the amount of the Special Assessments and other related interest, fees, and penalties, the County Auditor may charge and collect a County Auditor collection fee on each annual installment of the Special Assessments in an amount to be calculated, charged, and collected by the County Auditor pursuant to Ohio Revised Code Section 727.36, which fee is in addition to the amount of the Special Assessments and other related interest, fees, and penalties. Interest shall accrue on the entire amount of the Project Advance from the date of this Agreement; provided, however, that a portion of the Project Advance

may be used to pay interest accruing and due and payable on the Project Advance prior to the date on which the first installment of the Special Assessments is paid to the Investor by the City. The Owner agrees to pay, as and when due, all Special Assessments with respect to its Property. The Parties acknowledge and agree that, pursuant to the laws of the State, the Special Assessments to be collected by the County Treasurer which as of the relevant date are not yet due and payable never shall be accelerated, and the lien of the Special Assessments never shall exceed the amount of Special Assessments which, as of the relevant date, are due and payable but remain unpaid.

Section 4.7. Prepayment. The Project Advance may not be prepaid, in whole or in part, without payment of a "Pre-payment Premium." In the event the Project Advance is prepaid before the end of the third year after the date of this Agreement, the Pre-payment Premium is 3.00%, or the highest rate allowed by applicable law, whichever is less, of the principal amount of the Project Advance being prepaid. In the event, the Project Advance is prepaid after the end of the third year, but before the end of the sixth year after the date of this Agreement, the Pre-payment Premium is 2.25%, or the highest rate allowed by applicable law, whichever is less, of the principal amount of the Project Advance being prepaid. In the event, the Project Advance is prepaid after the end of the sixth year, but before the end of the ninth year after the date of this Agreement, the Pre-payment Premium is 1.50%, or the highest rate allowed by applicable law, whichever is less, of the principal amount of the Project Advance being prepaid. In the event, the Project Advance is prepaid after the end of the ninth year, but before the end of the twelfth year after the date of this Agreement, the Pre-payment Premium is 0.75%, or the highest rate allowed by applicable law, whichever is less, of the principal amount of the Project Advance being prepaid. There shall be no Pre-payment Premium if the Project Advance is prepaid after the end of the twelfth year after the date of this Agreement. In the event any partial pre-payments are made, such payments shall be credited against the installments last falling due under the Repayment Schedule attached as **Exhibit B** and the Note Payment Schedule attached as Appendix I to the PACE Note.

Immediately upon any prepayment pursuant to this Section 4.7, the Investor shall notify the City of the prepayment, and the Owner, the Investor, and the City shall cooperate to reduce the amount of Special Assessments to be collected by the County Auditor pursuant to Section 2.2(d) of this Agreement.

Section 4.8. Payment of Fees and Expenses. If an Event of Default on the part of the Owner should occur under this Agreement such that the ESID, the Investor, or the City should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement or the collection of sums due under this Agreement, the Owner shall reimburse the ESID, the Investor, and the City, as applicable, for any reasonable out-of-pocket expenses so incurred upon demand. If any such expenses are not so reimbursed, the amount of such expenses, together with interest on such amount from the date of demand for payment at an annual rate equal to the maximum rate allowable by law, shall constitute indebtedness under this Agreement, and the ESID, the Investor, and the City, as applicable, shall be entitled to seek the recovery of those expenses in such action except as limited by law or by judicial order or decision entered in such proceedings.

Section 4.9. Further Assurances. Upon the request of the Investor, the Owner shall take any actions and execute any further documents as the Investor deems necessary or appropriate to carry out the purposes of this Agreement.

ARTICLE V: EVENTS OF DEFAULT AND REMEDIES

Section 5.1. Events of Default. If any of the following shall occur, such occurrence shall be an "Event of Default" under this Agreement:

(a) The Owner shall fail to pay an installment of the Special Assessments when due, after taking into account all applicable extensions;

(b) The City shall fail to transfer, or cause the transfer of, any of the Special Assessments to the Investor within the time specified in this Agreement;

(c) Any Party is in material breach of its representations or warranties under this Agreement; provided, however, that upon the material breach of a Party's representations or warranties under this Agreement, such Party shall have the right to cure such breach within five business days of the receipt of notice, and, if so cured, such breach shall not constitute an Event of Default;

(d) The ESID, the Owner, or the City, shall fail to observe and perform any other agreement, term, or condition contained in this Agreement, and the continuation of such failure for a period of 30 days after written notice of such failure shall have been given to the ESID, the Owner, or the City, as applicable, by any other Party to this Agreement, or for such longer period to which the notifying Party may agree in writing; provided, however, that if the failure is other than the payment of money, and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the ESID, an Owner, or the City, as applicable, institutes curative action within the applicable period and diligently pursues that action to completion;

(e) The Owner abandons its Property or its Project;

(f) The Owner becomes bankrupt or insolvent or files or has filed against it (and such action is not stayed or dismissed within 90 days) a petition in bankruptcy or for reorganization or arrangement or other relief under the bankruptcy laws or any similar state law or makes a general assignment for the benefit of creditors;

(g) Any workmanship or materials constituting a portion of the Project or incorporated into the Project shall be materially defective and shall not be corrected within 30 days after notice, provided, however, that if Owner provides Investor with evidence that such correction is being diligently pursued in good faith (subject to Investor's reasonable discretion, then within 60 days after notice; or

The declaration of an Event of Default above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or

precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Promptly upon any non-defaulting Party becoming aware that an Event of Default has occurred, such Party shall deliver notice of such Event of Default to each other Party under this Agreement in accordance with the notice procedures described in Section 6.5 of this Agreement.

Section 5.2. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) Upon an Event of Default described in Section 5.1(a) only, the Investor shall become entitled to receive any Delinquency Amount actually received by the City.

(b) The ESID, the Investor, and the City, together or separately, may pursue all remedies now or later existing at law or in equity to collect all amounts due and to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of any of the Parties, as applicable, under this Agreement, including enforcement under Ohio Revised Code Chapter 2731 of duties resulting from an office, trust, or station upon the ESID or the City, provided that, Parties may only pursue such remedies against the Party responsible for the particular Event of Default in question; provided, however, that the ESID, the Investor, and the City shall not take any other action or exercise any remedy against the Property, the Project, or the Owner except to collect or remedy any outstanding damages or liability which shall have arisen due to the occurrence of an Event of Default.

(c) Any Party may pursue any other remedy which it may have, whether at law, in equity, or otherwise, provided that, Parties may only pursue such remedies against the Party responsible for the particular Event of Default in question; provided, however, that the ESID, the Investor, and the City shall not take any other action or exercise any remedy against the Property, the Project, or the Owner except to collect or remedy any outstanding damages or liability which shall have arisen due to the occurrence of an Event of Default.

Notwithstanding the foregoing, each of the ESID and the City shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to it at no cost or expense.

Section 5.3. Foreclosure. Pursuant to Section 2.1 of the Special Assessment Agreement by and among the County Treasurer, the City, the ESID, and the Owner and dated as of the date of this Agreement (the "Special Assessment Agreement"), the County Treasurer has agreed not to confirm the sale of the Property for an amount less than 100% of the amount of the Special Assessments and other general real estate taxes, payments in lieu of taxes, and assessments then due and owing with respect to the Property, as shall be certified by the ESID to the County Treasurer pursuant to the records of the County Treasurer without the consent of the ESID and the Investor. The ESID hereby agrees that in the event it is asked to provide its consent in accordance with Section 2.1, it will notify the Investor of such request, and it will not provide its consent

pursuant to Section 2.1 of the Special Assessment Agreement without the Investor's prior written direction.

Section 5.4. No Remedy Exclusive. No remedy conferred upon or reserved to the Parties by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or later existing at law, in equity or by statute; provided, however, that the ESID, the Investor, and the City shall not take any other action or exercise any remedy against the Property, the Project, or the Owner except to collect or remedy any outstanding damages or liability which shall have arisen due to the occurrence of an Event of Default. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power nor shall be construed to be a waiver, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Parties to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made in this Agreement.

Section 5.5. No Waiver. No failure by a Party to insist upon the strict performance by the other Parties of any provision of this Agreement shall constitute a waiver of such Party's right to strict performance; and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Parties to observe or comply with any provision of this Agreement.

Section 5.6. Notice of Default. Any Party to this Agreement shall notify every other Party to this Agreement immediately if it becomes aware of the occurrence of any Event of Default or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

ARTICLE VI: MISCELLANEOUS

Section 6.1. Owner Waivers. The Owner acknowledges that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Ohio Revised Code Chapter 727 and the resolutions or ordinances in effect in the City (collectively, "Assessment Rights"). The Owner irrevocably waives all Assessment Rights as to its Project and consents to the imposition of the Special Assessments as to its Project immediately or at such time as the ESID determines to be appropriate, and the Owner expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessments upon its Property as to its Project. The Owner further waives in connection with the Project: any and all questions as to the constitutionality of the laws under which the Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council of the City acting thereunder; and the right to file a claim for damages as provided in Ohio Revised Code Section 727.18 and any similar provision of the resolutions or ordinances in effect within the City.

Section 6.2. Term of Agreement. This Agreement shall be and remain in full force and effect from the date of execution and delivery until the payment in full of the entire aggregate amount of the Special Assessments shall have been made to the Investor, or such time as the Parties shall agree in writing to terminate this Agreement. Any attempted termination of this Agreement prior to the payment in full of the entire aggregate amount of the Special Assessments which is not in writing and signed by each of the Parties to this Agreement shall be null and void.

Section 6.3. Litigation Notice. Each Party shall give all other Parties prompt notice of any action, suit, or proceeding by or against the notifying Party, at law or in equity, or before any governmental instrumentality or agency, of which the notifying Party has notice and which, if adversely determined would impair materially the right or ability of the Parties to perform their obligations under this Agreement. The notifying Party's prompt notice shall be accompanied by its written statement setting forth the details of the action, suit, or proceeding and any responsive actions with respect to the action, suit, or proceeding taken or proposed to be taken by the Party.

Section 6.4. Indemnification. The Owner shall indemnify and hold harmless the ESID, the Investor, and the City (including any member, officer, director, or employee thereof) (collectively, the "Indemnified Parties") against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against an Indemnified Party arising or resulting from (i) Owner's financing, acquisition, construction, installation, operation, use or maintenance of the Project, (ii) any act, failure to act or misrepresentation solely by the Owner in connection with, or in the performance of any obligation on the Owner's part to be performed under this Agreement or related to the Special Assessments resulting in material actual damages, or (iii) (a) a past, present or future violation or alleged violation of any environmental laws in connection with the Property by any person or other source, whether related or unrelated to the Owner, (b) any presence of any hazardous, toxic or harmful substances, materials, wastes, pollutants or contaminants defined as such in or regulated under any environmental law ("Materials of Environmental Concern") in, on, within, above, under, near, affecting or emanating from the Property, (c) the failure to timely perform any investigation, inspection, site monitoring, containment, clean–up, removal, response, corrective action, mitigation, restoration or other remedial work of any kind or nature because of, or in connection with, the current or future presence, suspected presence, Release (as defined below) or threatened Release in or about the air, soil, ground water, surface water or soil vapor at, on, about, under or within all or any portion of the Property of any Materials of Environmental Concern, including any action to comply with any applicable environmental laws or directives of any governmental authority with regard to any environmental laws, (d) any past, present or future activity by any person or other source, whether related or unrelated to the Owner in connection with any actual, proposed or threatened use, treatment, storage, holding, existence, disposition or other release, generation, production, manufacturing, processing, refining, control, management, abatement, removal, handling, transfer or transportation to or from the Property of any Materials of Environmental Concern at any time located in, under, on, above or affecting the Property, (e) any past, present or future actual generation, treatment, use, storage, transportation, manufacture, refinement, handling, production, removal, remediation, disposal, presence or migration of Materials of Environmental Concern on, about, under or within all or any portion of the Property (a "Release") (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) to, from, on, within, in, under, near or affecting the Property by any person or other source, whether related or unrelated to the Owner,

(f) the imposition, recording or filing or the threatened imposition, recording or filing of any lien on the Property with regard to, or as a result of, any Materials of Environmental Concern or pursuant to any environmental law, or (g) any misrepresentation or failure to perform any obligations related to environmental matters in any way pursuant to any documents related to the Special Assessments.

In the event any action or proceeding is brought against any Indemnified Party by reason of any such claim, such Indemnified Party will promptly give written notice thereof to the Owner. The Owner shall be entitled to participate at its own expense in the defense or, if it so elects, to assume at its own expense the defense of such claim, suit, action or proceeding, in which event such defense shall be conducted by counsel chosen by the Owner; but if the Owner shall elect not to assume such defense, it shall reimburse such Indemnified Party for the reasonable fees and expenses of any counsel retained by such Indemnified Party. If at any time the Indemnified Party becomes dissatisfied, in its reasonable discretion, with the selection of counsel by the Owner, a new mutually agreeable counsel shall be retained at the expense of the Owner. Each Indemnified Party agrees that the Owner shall have the sole right to compromise, settle or conclude any claim, suit, action or proceeding against any of the Indemnified Parties. Notwithstanding the foregoing, each Indemnified Party shall have the right to employ counsel in any such action at their own expense; and provided further that such Indemnified Party shall have the right to employ counsel in any such action and the fees and expenses of such counsel shall be at the expense of the Owner, if: (i) the employment of counsel by such Indemnified Party has been authorized by the Owner, (ii) there reasonably appears that there is a conflict of interest between the Owner and the Indemnified Party in the conduct of the defense of such action (in which case the Owner shall not have the right to direct the defense of such action on behalf of the Indemnified Party) or (iii) the Owner shall not in fact have employed counsel to assume the defense of such action. The Owner shall also indemnify the Indemnified Parties from and against all costs and expenses, including reasonable attorneys' fees, lawfully incurred in enforcing any obligations of the Owner under this Agreement. The obligations of the Owner under this Section shall survive the termination of this Agreement and shall be in addition to any other rights, including without limitation, rights to indemnity which any Indemnified Party may have at law, in equity, by contract or otherwise. Notwithstanding anything in this Agreement to the contrary, the Owner shall not indemnify the Indemnified Parties as provided above to the extent that any liability, claim, cost, or expense arises out of or results from the gross negligence or willful misconduct of, or breach of this Agreement or the Special Assessment Agreement by, the Indemnified Parties.

None of the Investor, the City, or the ESID shall have any liability to the Owner or any other Person on account of (i) the Owner engaging a contractor from the list of contractors submitted by the ESID or the Investor to the Owner, if any (it being understood and agreed that the Owner is not required to use a specific contractor or subcontractor), (ii) the services performed by the contractor, or (iii) any neglect or failure on the part of the contractor to perform or properly perform its services. None of the Investor, the City, or the ESID assumes any obligation to the Owner or any other Person concerning contractors, the quality of construction of the Project or the absence of defects from the construction of the Project. The making of a Project Advance by the Investor shall not constitute the Investor's approval or acceptance of the construction theretofore completed. The Investor's inspection and approval of the budget, the construction work, the improvements, or the workmanship and materials used in the improvements, shall impose no

liability of any kind on the Investor, the sole obligation of the Investor as the result of such inspection and approval being to make the Project Advances if, and to the extent, required by this Agreement. Any disbursement made by the Investor without the Investor having received each of the items to which it is entitled under this Agreement shall not constitute breach or modification of this Agreement, nor shall any written amendment to this Agreement be required as a result.

Section 6.5. Notices. All notices, certificates, requests or other communications under this Agreement shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address. The Parties, by notice given under this Agreement to the others, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 6.6. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the ESID and the City contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the ESID, the Board, the Owner, the City, the City Council, or the Investor in other than his or her official capacity; and none of the members of the Board or the City Council, nor any official of the ESID, the Owner, the City, or the Investor executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of the ESID, the Owner, the City, or the Investor contained in this Agreement.

Section 6.7. Binding Effect; Assignment; Estoppel Certificates. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Parties. Except as specifically provided below, this Agreement shall not be assigned by the any of the Parties except as may be necessary to enforce or secure payment of the Special Assessments.

Notwithstanding anything in this Agreement to the contrary, the Owner freely may sell the Property and the Project or any portion of the Property and the Project from time to time and may assign this Agreement to an arms-length, good faith purchaser of the Property but only after notice of such assignment is given to the Investor, and only upon (i) the execution and delivery to the City, the Investor, and the ESID of an "Assignment and Assumption of Energy Project Cooperative Agreement" in the form attached to, and incorporated into, this Agreement as **Exhibit G**; and (ii) if the transfer occurs prior to substantial completion of the Project, the execution and delivery to the Investor of an assignment of all construction contracts for the Project. The Parties acknowledge and agree that the Assignment and Assumption of Energy Project Cooperative Agreement includes the assignment and assumption of the Special Assessment Agreement, the Owner Consent, and the PACE Note. Following any assignment by the Owner as described above, all obligations of the Owner contained in this Agreement, the Special Assessment Agreement, the Owner Consent, and the PACE Note shall be obligations of the assignee, and the assigning Owner shall be released of its obligations to a corresponding extent.

Notwithstanding anything in this Agreement to the contrary, the Investor shall have the unrestricted right at any time or from time to time, and without the Owner's consent, to assign all or any portion of its rights and obligations under this Agreement, and may sell or assign any and all liens received directly or indirectly from the City to any Person (each, an "Investor Assignee"),

and the Owner agrees that it shall execute, or cause to be executed, such documents, including without limitation, amendments to this Agreement and to any other documents, instruments and agreements executed in connection with this Agreement as the Investor shall deem reasonably necessary to effect the foregoing so long as such amendment does not materially adversely impact the Owner's rights and obligations under this Agreement. Any Investor Assignee shall be a party to this Agreement and shall have all of the rights and obligations of the Investor under this Agreement (and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement) to the extent that such rights and obligations have been assigned by the Investor pursuant to the assignment documentation between the Investor and such Investor Assignee, and the Investor shall be released from its obligations under this Agreement and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement to a corresponding extent. If, at any time, the Investor assigns any of the rights and obligations of the Investor under this Agreement (and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement) to an Investor Assignee, the Investor shall give prompt notice of such assignment to the other Parties.

In addition, the Investor shall have the unrestricted right at any time and from time to time, and without the consent of or notice of the Owner, to grant to one or more Persons (each, a "Participant") participating interests in Investor's obligation to make Project Advances under this Agreement or to any or all of the loans held by Investor under this Agreement. In the event of any such grant by the Investor of a participating interest to a Participant, whether or not upon notice to the Owner, the Investor shall remain responsible for the performance of its obligations under this Agreement, and the Owner shall continue to deal solely and directly with the Investor in connection with the Investor's rights and obligations under this Agreement. The Owner agrees that the Investor may furnish any information concerning the Property or the Owner in its possession from time to time to prospective Investor Assignees and Participants; provided, however, that any disclosure of any information under this sub-section shall be subject to a non-disclosure agreement between the Investor and the party with whom the information is shared.

This Agreement may be enforced only by the Parties, their permitted assignees, and others, who may, by law, stand in their respective places.

Any Party shall at any time and from time to time, upon not less than 15 days' prior written notice by the other party, execute, acknowledge and deliver to such party a statement in writing certifying that: (i) this Agreement is unmodified and in full force and effect (or, if there has been any modification of this Agreement, that the same is in full force and effect as modified and stating the modification or modifications); (ii) to the best of such Party's actual knowledge (without any duty of inquiry) there are no continuing Events of Default (or, if there is a continuing Event of Default, stating the nature and extent of such Event of Default); (iii) that, to the best of such Party's actual knowledge (without any duty of inquiry) there are no outstanding damages or liability arising from an Event of Default (or, if there is any outstanding damages or liability, stating the nature and extent of such damages or liability); (iv) if such certificate is being delivered by the Owner, the dates to which the Special Assessments have been paid; and (v) if such certificate is being delivered by the Investor, the dates to which the Special Assessments have been paid to the Investor. It is expressly understood and agreed that any such certificate delivered pursuant to this

Section 6.7 may be relied upon by any prospective assignee of the Owner or any prospective Investor Assignee.

Section 6.8. Amendments and Supplements. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated except by unanimous written agreement signed by each of the Parties materially affected by such proposed amendment, change, modification, alteration, or termination. For purposes of this Section, a materially affected Party is a Party with respect to which a material right or obligation under this Agreement is proposed to be amended, changed, modified, altered, or terminated. Any attempt to amend, change, modify, alter, or terminate this Agreement except by unanimous written agreement signed by all of the materially affected Parties or as otherwise provided in this Agreement shall be void.

Section 6.9. Execution Counterparts. This Agreement may be executed in counterpart and in any number of counterparts, each of which shall be regarded as an original and all of which together shall constitute but one and the same instrument.

Section 6.10. Severability. If any provision of this Agreement, or any covenant, obligation, or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Agreement. That invalidity or unenforceability shall not affect any valid and enforceable application of the provision, covenant, obligation, or agreement, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

Section 6.11. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be duly executed in their respective names, all as of the date first written above.

BEXLEY, COLUMBUS, DUBLIN, GROVE CITY, HILLIARD, [MARBLE CLIFF,] PERRY TOWNSHIP, WHITEHALL, WORTHINGTON REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., D/B/A:

COLUMBUS REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., as the ESID

By: _____

Name: _____

Title: _____

UPH HOLDINGS, LLC, as Owner

By: _____

Name: _____

Title: _____

PETROS PACE FINANCE, LLC, as the Investor

By: _____

Name: _____

Title: _____

CITY OF COLUMBUS, OHIO, as the City

By: _____

Name: _____

Title: _____

CITY FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of the City of Columbus, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2018 under the foregoing Energy Project Cooperative Agreement have been lawfully appropriated by the City Council of the City of Columbus, Ohio for such purpose and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

_____

Fiscal Officer
City of Columbus, Ohio

Dated: [_____], 2018

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following words have the following meanings:

"*Agreement*" means this Energy Project Cooperative Agreement, dated as of December [___], 2018, by and between the ESID, the Owner, the Investor, and the City, as the same may be amended, modified, or supplemented from time to time in accordance with its terms.

"*Board"* means the Board of Directors of the ESID.

"*City*" means the City of Columbus, Ohio.

"*City Council*" means the Council of the City of Columbus, Ohio.

"*Completion Date*" means the latest date on which substantial completion of the Project, in accordance with the Plans occurs, which date shall be established by the Completion Certificate attached to this Agreement as **Exhibit D**.

"*County*" means the County of Franklin, Ohio.

"*County Auditor*" means the Auditor of the County.

"*County Prosecutor*" means the Prosecuting Attorney of the County.

"*County Treasurer*" means the Treasurer of the County.

"*Disbursement Request Form*" means the form attached to this Agreement as **Exhibit C**, which form shall be submitted by the Owner in order to receive disbursements from the Project Account.

"*Environmental Reports*" means (i) Updated Phase I Environmental Site Assessment Report, prepared by Geotechnical Consultants Inc., dated January 22, 2018, (ii) Phase II Environmental Site Assessment Report prepared by Geotechnical Consultants Inc., April 19, 2017, and (iii) the Supplemental Phase II Environmental Site Assessment prepared by Geotechnical Consultants Inc., dated January 9, 2018.

"*ESID*" means the Bexley, Columbus, Dublin, Grove City, Hilliard, [Marble Cliff,] Perry Township, Whitehall, Worthington Regional Energy Special Improvement District, Inc., doing business under the registered trade name Columbus Regional Energy Special Improvement District, Inc., a nonprofit corporation and energy special improvement district organized under the laws of the State of Ohio.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive,

legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"*Investor*" means Petros PACE Finance, LLC, a limited liability company duly organized and validly existing under the laws of the State of Texas, together with any Investor Assignee.

"Lender" means any Person which has loaned money to the Owner to pay or refinance the costs of acquiring, financing, refinancing, or improving the Property and which loan is secured by a mortgage interest in the Property, or any permitted successors or assigns of such Person.

"*Notice Address*" means:

(a)	As to the City:	City of Columbus, Ohio 50 West Gay Street Columbus, Ohio 43215 Attention: Director of Development
(b)	As to the ESID:	Columbus Regional Energy Special Improvement District, Inc. c/o Columbus-Franklin County Finance Authority 350 East First Avenue, Suite 120 Columbus, Ohio 43201 Attention: Jeremy Druhot
	With a Copy To:	Caleb Bell Bricker & Eckler LLP 100 South Third Street Columbus, Ohio 43215
(c)	As to the Owner	UPH Holdings, LLC 150 East Broad Street, Suite 1100 Columbus, Ohio 43215 Attention: _____
(d)	As to the Investor	Petros PACE Finance, LLC 300 West Sixth Street, Suite 150 Austin, Texas 78701 Attention: Legal Department

"*Ordinance Levying Assessments*" means any resolution or ordinance passed, enacted, or adopted by the City pursuant to Ohio Revised Code Section 727.25 with respect to levying special assessments on real property within the ESID.

"*Ordinance to Proceed*" means any resolution or ordinance passed, enacted, or adopted by the City pursuant to Ohio Revised Code Section 727.23 with respect to levying special assessments on real property within the ESID.

"*Owner*" means UPH Holdings, LLC, a limited liability company duly organized and validly existing under the laws of the State of Ohio, and any permitted successors or assigns.

"*Owner Consent*" means the Owner Consent dated as of the date of this Agreement by the Owner and recorded in the records of the Franklin County Recorder with respect to the Property.

"*PACE Note*" means the Secured Promissory Note dated as of the date of this Agreement from the Owner to the Investor in the amount of the Project Advance.

"*Parties*" means the ESID, the Owner, the Investor, and the City.

"*Person*" or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, political subdivisions, other legal entities, and natural persons.

"*Plan*" means the Columbus Regional Energy Special Improvement District Program Plan adopted by the City of Columbus, Ohio by its Resolution No. 0261X-2015 of November 23, 2015, and any and all supplemental plans approved by the ESID and the City, including, without limitation, the Supplemental Plan.

"*Project*" means the special energy improvement project described in the Supplemental Plan with respect to the Property, for which Special Assessments are to be levied by the City, all in accordance with the Supplemental Plan.

"*Project Account*" means the segregated account in the custody of the Investor for the benefit of the Owner which contains the Project Advance, and out of which disbursements may be made in accordance with Article IV of this Agreement.

"*Project Advance*" means the amount of immediately available funds to be transferred, set over, paid to, and held in the Project Account established pursuant to Section 4.1 of this Agreement for the benefit of the Owner.

"*Property*" means the real property subject to the Supplemental Plan.

"*Repayment Schedule*" means the schedule attached to, and incorporated into, this Agreement as **Exhibit B**, which schedule establishes the dates and amounts for the repayment of the Project Advance by the Special Assessments paid by the Owner.

["*Required Builder's Risk Insurance Coverage*" means at any time insurance coverage maintained with generally recognized, responsible insurance companies qualified to do business in the State in the minimum amount of the full replacement value of the Project insuring the Project against loss or damage during construction and containing loss deductible provisions not to exceed $25,000, which insurance coverage shall name the Investor as lender loss payee.]

["*Required Business Interruption Insurance Coverage*" means at all times after the Completion Date, business interruption and rent loss insurance maintained with generally recognized, responsible insurance companies qualified to do business in the State in a commercially reasonable minimum amount, which insurance coverage shall name the Investor as lender loss payee.]

"Required Flood Insurance Coverage" means, as applicable, (i) if the Property or any part of the Property is identified by the United States Secretary of Housing and Urban Development as being situated in an area now or subsequently designated as having special flood hazards (including, without limitation, those areas designated as Zone A or Zone V), flood insurance in an amount equal to the lesser of: (a) the minimum amount required, under the terms of coverage, to compensate for any damage or loss on a replacement basis (or the unpaid balance of the Project Advances if replacement cost coverage is not available for the type of building insured); or (b) such lesser amount as may be required by the Investor, and containing a loss deductible with respect not in excess of $25,000 per occurrence; and (ii) earthquake insurance in amounts and in form and substance satisfactory to the Investor in the event the Property is located in an area with a high degree of seismic activity, provided that the insurance pursuant to this section shall be on terms consistent with the Required Public Liability Insurance Coverage.

["*Required Insurance Coverage*" means, collectively, the Required Builder's Risk Insurance Coverage, the Required Business Interruption Insurance Coverage, the Required Flood Insurance Coverage (if any), the Required Property Insurance Coverage (after completion of the construction of the improvements on the Property of which the Project is a part) and the Required Public Liability Insurance Coverage, each of which, in addition to the requirements described in their respective definitions, (i) must provide for 10 days' notice to the Investor in the event of cancellation or nonrenewal and (ii) must name as an additional insured (mortgagee/loss payee) the Investor.]

["*Required Property Insurance Coverage*" means at any time insurance coverage evidenced on Acord 27 and maintained with generally recognized, responsible insurance companies qualified to do business in the State in the amount of (i) the then full replacement value of the Project and Property, insuring the Project against loss or damage by fire, windstorm, tornado and hail and extended coverage risks on a comprehensive all risk/special form insurance policy and containing loss deductible provisions of not to exceed $25,000, which insurance coverage shall name the Investor as loss payee/mortgagee.]

["*Required Public Liability Insurance Coverage*" means at any time commercial general accident and public liability insurance coverage evidenced on Acord 25 and maintained with generally recognized, responsible insurance companies qualified to do business in the State with coverage limits in the maximum amount of $2,000,000 per occurrence for death or bodily injury and property damage liability combined, with loss deductible provisions of not to exceed $25,000, which insurance coverage shall name the Investor as additional insureds.]

"*Resolution of Necessity*" means any resolution or ordinance passed, enacted, or adopted by the City pursuant to Ohio Revised Code Section 727.12 with respect to levying special assessments on real property within the ESID.

"*Special Assessment Act*" means, collectively, Ohio Revised Code Section 727.01 *et seq.*, Ohio Revised Code Section 1710.01 *et seq.*, Ohio Revised Code Section 323.01 *et seq.*, Ohio Revised Code Section 319.01 *et seq.*, Ohio Revised Code Section 5721.01 *et seq.*, and related laws, Resolution No. [____]X-2018 approving the Petition and Supplemental Plan and the Plan and declaring the necessity of the Project passed on December 3, 2018, Ordinance No. [____]-2018 determining to proceed with the Project adopted on December 3, 2018, and Ordinance No. [____]-2018 levying the Special Assessments adopted on December 3, 2018, all with respect to levying special assessments on real property within the ESID.

"*Special Assessments*" means the special assessments levied pursuant to the Special Assessment Act by the City with respect to the Project, a schedule of which is attached to, and incorporated into, the Plan.

"*State*" means the State of Ohio.

"*Supplemental Plan*" means the Columbus Regional Energy Special Improvement District Project Plan Supplement to Plan for 3100 Olentangy River Road, Columbus, Ohio Projects adopted by the City Council by its Resolution No. [___]X-2018 on December 3, 2018.

EXHIBIT B

REPAYMENT SCHEDULE

Borrower Payment Date	Date of Payment to Investor	Period	Total Payment	Annual Program Fee	Beginning Loan Balance	Loan Payment	Principal Payment	Interest Payment	Ending Loan Balance
12/13/2018	12/13/2018	0	-	-	(16,253,553.31)	-	-	-	(16,253,553.31)
1/31/2019	5/15/2019	0	-	-	(16,253,553.31)	-	-	-	(16,253,553.31)
7/20/2019	11/15/2019	0	-	-	(16,253,553.31)	-	-	-	(16,253,553.31)
1/31/2020	5/15/2020	1	658,412.09	3,275.68	(16,253,553.31)	655,136.41	136,038.55	519,097.86	(16,117,514.76)
7/20/2020	11/15/2020	2	658,412.09	3,275.68	(16,117,514.76)	655,136.41	140,383.28	514,753.13	(15,977,131.48)
1/31/2021	5/15/2021	3	658,412.09	3,275.68	(15,977,131.48)	655,136.41	144,866.77	510,269.64	(15,832,264.71)
7/20/2021	11/15/2021	4	658,412.09	3,275.68	(15,832,264.71)	655,136.41	149,493.46	505,642.95	(15,682,771.25)
1/31/2022	5/15/2022	5	658,412.09	3,275.68	(15,682,771.25)	655,136.41	154,267.90	500,868.51	(15,528,503.35)
7/20/2022	11/15/2022	6	658,412.09	3,275.68	(15,528,503.35)	655,136.41	159,194.83	495,941.58	(15,369,308.52)
1/31/2023	5/15/2023	7	658,412.09	3,275.68	(15,369,308.52)	655,136.41	164,279.12	490,857.29	(15,205,029.40)
7/20/2023	11/15/2023	8	658,412.09	3,275.68	(15,205,029.40)	655,136.41	169,525.78	485,610.63	(15,035,503.62)
1/31/2024	5/15/2024	9	658,412.09	3,275.68	(15,035,503.62)	655,136.41	174,940.01	480,196.40	(14,860,563.61)
7/20/2024	11/15/2024	10	658,412.09	3,275.68	(14,860,563.61)	655,136.41	180,527.16	474,609.25	(14,680,036.45)
1/31/2025	5/15/2025	11	658,412.09	3,275.68	(14,680,036.45)	655,136.41	186,292.75	468,843.66	(14,493,743.70)
7/20/2025	11/15/2025	12	658,412.09	3,275.68	(14,493,743.70)	655,136.41	192,242.47	462,893.94	(14,301,501.23)
1/31/2026	5/15/2026	13	658,412.09	3,275.68	(14,301,501.23)	655,136.41	198,382.21	456,754.20	(14,103,119.02)
7/20/2026	11/15/2026	14	658,412.09	3,275.68	(14,103,119.02)	655,136.41	204,718.05	450,418.36	(13,898,400.97)
1/31/2027	5/15/2027	15	658,412.09	3,275.68	(13,898,400.97)	655,136.41	211,256.23	443,880.18	(13,687,144.74)
7/20/2027	11/15/2027	16	658,412.09	3,275.68	(13,687,144.74)	655,136.41	218,003.22	437,133.19	(13,469,141.52)
1/31/2028	5/15/2028	17	658,412.09	3,275.68	(13,469,141.52)	655,136.41	224,965.70	430,170.71	(13,244,175.82)
7/20/2028	11/15/2028	18	658,412.09	3,275.68	(13,244,175.82)	655,136.41	232,150.54	422,985.87	(13,012,025.28)
1/31/2029	5/15/2029	19	658,412.09	3,275.68	(13,012,025.28)	655,136.41	239,564.85	415,571.56	(12,772,460.43)
7/20/2029	11/15/2029	20	658,412.09	3,275.68	(12,772,460.43)	655,136.41	247,215.96	407,920.45	(12,525,244.47)
1/31/2030	5/15/2030	21	658,412.09	3,275.68	(12,525,244.47)	655,136.41	255,111.41	400,025.00	(12,270,133.06)
7/20/2030	11/15/2030	22	658,412.09	3,275.68	(12,270,133.06)	655,136.41	263,259.04	391,877.37	(12,006,874.02)
1/31/2031	5/15/2031	23	658,412.09	3,275.68	(12,006,874.02)	655,136.41	271,666.87	383,469.54	(11,735,207.15)
7/20/2031	11/15/2031	24	658,412.09	3,275.68	(11,735,207.15)	655,136.41	280,343.23	374,793.18	(11,454,863.92)
1/31/2032	5/15/2032	25	658,412.09	3,275.68	(11,454,863.92)	655,136.41	289,296.69	365,839.72	(11,165,567.23)
7/20/2032	11/15/2032	26	658,412.09	3,275.68	(11,165,567.23)	655,136.41	298,536.11	356,600.30	(10,867,031.12)
1/31/2033	5/15/2033	27	658,412.09	3,275.68	(10,867,031.12)	655,136.41	308,070.60	347,065.81	(10,558,960.52)
7/20/2033	11/15/2033	28	658,412.09	3,275.68	(10,558,960.52)	655,136.41	317,909.61	337,226.80	(10,241,050.91)
1/31/2034	5/15/2034	29	658,412.09	3,275.68	(10,241,050.91)	655,136.41	328,062.85	327,073.56	(9,912,988.06)
7/20/2034	11/15/2034	30	658,412.09	3,275.68	(9,912,988.06)	655,136.41	338,540.35	316,596.06	(9,574,447.71)
1/31/2035	5/15/2035	31	658,412.09	3,275.68	(9,574,447.71)	655,136.41	349,352.49	305,783.92	(9,225,095.22)
7/20/2035	11/15/2035	32	658,412.09	3,275.68	(9,225,095.22)	655,136.41	360,509.93	294,626.48	(8,864,585.29)
1/31/2036	5/15/2036	33	658,412.09	3,275.68	(8,864,585.29)	655,136.41	372,023.72	283,112.69	(8,492,561.57)
7/20/2036	11/15/2036	34	658,412.09	3,275.68	(8,492,561.57)	655,136.41	383,905.22	271,231.19	(8,108,656.35)
1/31/2037	5/15/2037	35	658,412.09	3,275.68	(8,108,656.35)	655,136.41	396,166.20	258,970.21	(7,712,490.15)
7/20/2037	11/15/2037	36	658,412.09	3,275.68	(7,712,490.15)	655,136.41	408,818.76	246,317.65	(7,303,671.39)
1/31/2038	5/15/2038	37	658,412.09	3,275.68	(7,303,671.39)	655,136.41	421,875.40	233,261.01	(6,881,795.99)
7/20/2038	11/15/2038	38	658,412.09	3,275.68	(6,881,795.99)	655,136.41	435,349.05	219,787.36	(6,446,446.94)
1/31/2039	5/15/2039	39	658,412.09	3,275.68	(6,446,446.94)	655,136.41	449,253.01	205,883.40	(5,997,193.93)
7/20/2039	11/15/2039	40	658,412.09	3,275.68	(5,997,193.93)	655,136.41	463,601.03	191,535.38	(5,533,592.90)
1/31/2040	5/15/2040	41	658,412.09	3,275.68	(5,533,592.90)	655,136.41	478,407.29	176,729.12	(5,055,185.61)
7/20/2040	11/15/2040	42	658,412.09	3,275.68	(5,055,185.61)	655,136.41	493,686.42	161,449.99	(4,561,499.19)
1/31/2041	5/15/2041	43	658,412.09	3,275.68	(4,561,499.19)	655,136.41	509,453.53	145,682.88	(4,052,045.66)
7/20/2041	11/15/2041	44	658,412.09	3,275.68	(4,052,045.66)	655,136.41	525,724.20	129,412.21	(3,526,321.46)
1/31/2042	5/15/2042	45	658,412.09	3,275.68	(3,526,321.46)	655,136.41	542,514.52	112,621.89	(2,983,806.94)
7/20/2042	11/15/2042	46	658,412.09	3,275.68	(2,983,806.94)	655,136.41	559,841.08	95,295.33	(2,423,965.86)
1/31/2043	5/15/2043	47	658,412.09	3,275.68	(2,423,965.86)	655,136.41	577,721.00	77,415.41	(1,846,244.86)
7/20/2043	11/15/2043	48	658,412.09	3,275.68	(1,846,244.86)	655,136.41	596,171.96	58,964.45	(1,250,072.90)
1/31/2044	5/15/2044	49	658,412.09	3,275.68	(1,250,072.90)	655,136.41	615,212.21	39,924.20	(634,860.69)
7/20/2044	11/15/2044	50	658,412.23	3,275.68	(634,860.69)	655,136.55	634,860.69	20,275.86	-

EXHIBIT C

DISBURSEMENT REQUEST FORM

STATEMENT NO. [___] FOR UPH HOLDINGS, LLC, REQUESTING AND AUTHORIZING DISBURSEMENT OF FUNDS PURSUANT TO SECTION 4.2 OF THE ENERGY PROJECT COOPERATIVE AGREEMENT DATED AS OF [_____], 2018.

Pursuant to Section 4.2 of the Energy Project and Cooperative Agreement dated as of [_____], 2018 (the "Agreement") among the ESID, the Owner, and the Investor, the undersigned authorized representative of UPH Holdings, LLC, as an Owner under the Agreement, hereby requests the Investor, having custody of the Project Account, to pay to the Owner or the other person(s) listed on the disbursement schedule attached hereto as Appendix I (the "Disbursement Schedule"), the respective amounts specified in the Disbursement Schedule out of the moneys on deposit in the Project Account for the advances, payments and expenditures made in connection with the costs of the Project described in the Disbursement Schedule, all in accordance with Section 4.2 of the Agreement (capitalized words and terms not otherwise defined herein having the meanings assigned to them in the Agreement).

In connection with this request and authorization (the "Disbursement Request"), the undersigned hereby certifies that:

(i) each of the representations and warranties made by the Owner in the Agreement remains true and correct, in all material respects, as of the date of this Disbursement Request and no Event of Default by the Owner under the Agreement exists;

(ii) each item for which disbursement is requested by this Disbursement Request is properly payable out of the Project Account in accordance with the terms and conditions of the Agreement and, except as otherwise noted, none of those items has formed the basis for any disbursement heretofore made from the Project Account;

(iii) to the extent any portion of the payment requested is for construction work, the Owner has received and herewith delivers to the Investor, conditional waivers of any mechanics' or other liens with respect to such work;

(iv) this Disbursement Request and all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Investor for its actions taken pursuant hereto; and

(v) this Disbursement Request constitutes the approval of the Owner of each disbursement hereby requested and authorized.

Dated: _____

_____
Authorized Representative of
Owner

Approved in accordance with the Agreement:

Petros PACE Finance, LLC, as the Investor:

By:_____

Name:_____

Title:_____

Dated: _____

EXHIBIT D
COMPLETION CERTIFICATE

UPH Holdings, LLC (the "Owner") hereby certifies that the Project, as such term is defined in the Energy Project Cooperative Agreement entered into by and between the Owner, the Columbus Regional Energy Special Improvement District, Inc., the City of Columbus, Ohio, and Petros PACE Finance, LLC ("Investor") dated [_____], 2018 (the "Energy Project Cooperative Agreement") has been completed in all material respects at 3100 Olentangy River Road, Columbus, Ohio (the "Property") in strict compliance with the requirements of the Energy Project Cooperative Agreement and the Construction Contract entered into by and between the Owner and _____ (the "Contractor") dated _____ (the "Construction Contract").

Note: Capitalized terms used but not defined in this Completion Certificate have the meaning assigned to them in the Energy Project Cooperative Agreement to which this Completion Certificate is attached and of which it forms a part.

THE OWNER HEREBY CERTIFIES:

1. As of _____, the Contractor has completed the work in accordance with the terms of the Construction Contract that the Owner has entered into and executed. The Owner has no service requests and no unresolved complaints regarding the work performed.

2. The Project has been completed in all material respects in accordance with the plans and specifications, permits, and budget approved by Investor.

3. The Owner has complied, and will continue to comply with, all applicable statutes, regulations and ordinances in connection with the Property and construction of the Project.

4. The Owner holds fee ownership in the Property on which the Project was completed.

5. The Contractor has not offered the Owner any payment, refund, or any commission in return for completing the Project.

6. All funds provided to the Owner by the Investor for this Project have been used in accordance with the Energy Project Cooperative Agreement are correct.

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NOTICE: DO NOT SIGN THIS COMPLETION CERTIFICATE UNLESS YOU AGREE TO EACH OF THE ABOVE STATEMENTS.

UPH Holdings, LLC

By: _____

Name: _____

Title: _____

EXHIBIT E
CLOSING COSTS DETAIL

Pursuant to Section 4.2 of the foregoing Energy Project Cooperative Agreement, the Investor, on the date on which the Energy Project Cooperative Agreement becomes effective, shall disburse to the ESID or to the respective payee set forth below, the following closing costs:

Payee	Amount	Reason
Columbus Regional ESID	$37,500.00	District closing administrative fee
Bricker & Eckler LLP	100,000.00	District transaction counsel fee
Petros PACE Finance, LLC	7,500.00	Investor legal fee
Petros PACE Finance, LLC	150,000.00	Investor origination fee
TOTAL:	**$295,000.00**	

EXHIBIT F
CONSENT OF MORTGAGEE

[See Attached]

EXHIBIT G

FORM OF ASSIGNMENT AND ASSUMPTION OF ENERGY PROJECT COOPERATIVE AGREEMENT

ASSIGNMENT AND ASSUMPTION
OF
ENERGY PROJECT COOPERATIVE AGREEMENT

_____ ("Assignor"), in consideration of the sum of $_____ in hand paid and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Assignor's execution of this Assignment and Assumption of Energy Project Cooperative Agreement ("Assignment"), assigns, transfers, sets over, and conveys to _____ ("Assignee") all of Assignor's right, title, and interest in and to that certain Energy Project Cooperative Agreement dated as of December [___], 2018 between the Bexley, Columbus, Dublin, Grove City, Hilliard, [Marble Cliff,] Perry Township, Whitehall, Worthington Regional Energy Special Improvement District, Inc., d/b/a Columbus Regional Energy Special Improvement District, Inc. (the "ESID") Assignor, Petros PACE Finance, LLC, (together with its successors and assignees, the "Investor") and the City of Columbus, Ohio (the "Energy Project Cooperative Agreement").

By executing this Assignment, Assignee accepts the assignment of, and assumes all of Assignor's duties and obligations under, the Energy Project Cooperative Agreement. Assignee further represents and warrants that it has taken title to the "Property," as that term is defined in the Energy Project Cooperative Agreement, subject to the Special Assessment Agreement dated as of even date with the Energy Project Cooperative Agreement between the Franklin County Treasurer, the City of Columbus, Ohio, the ESID, UPH Holdings, LLC, and the Investor (the "Special Assessment Agreement") and to the "Owner Consent" dated as of December [__], 2018 by UPH Holdings, LLC and recorded in the records of the Franklin County Recorder with respect to the Property. By executing this Assignment, Assignee accepts the assignment of, and assumes all of Assignor's duties and obligations under, the Special Assessment Agreement, the Owner Consent, and the Secured Promissory Note dated as of the date of the Energy Project Cooperative Agreement from UPH Holdings, LLC to Petros PACE Finance, LLC in the original principal amount of $16,253,553.31.

Assignor and Assignee acknowledge and agree that executed copies of this Assignment shall be delivered to the City, the Investor, and the ESID, as each of those terms are defined in the Energy Project Cooperative Agreement, all in accordance with Sections 3.4(a) and 6.7 of the Energy Project Cooperative Agreement

In witness of their intent to be bound by this Assignment, each of Assignor and Assignee have executed this Assignment this _____ day of _____, _____, which Assignment is effective this date. This Assignment may be executed in any number of counterparts, which when taken together shall be deemed one agreement.

ASSIGNOR:

[_____]

By: _____

Name: _____

Title: _____

ASSIGNEE:

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT H
PAYMENT INSTRUCTIONS

Petros PACE Finance, LLC
Payment Instructions

Bank Name: [BANK NAME]
[BANK ADDRESS]

ABA: [NUMBER]
Beneficiary Name: [Petros PACE Finance, LLC]
[ADDRESS LINE 1]
[CITY, STATE ZIP]
Beneficiary Account: [NUMBER]

Reference: [NUMBER]

Contact: [Information]

If sending by check, please make checks payable to: [NAME/REFERENCE] and mail to:

[Petros PACE Finance, LLC]
[ADDRESS LINE 1]
[CITY STATE ZIP]
Attention: [NAME]

EXHIBIT I
OWNERS AUTHORIZED REPRESENTATIVES

Authorized Representatives for Owner

The following individuals are authorized to provide instructions and directions to the Investor on behalf of the Owner until such time as an updated list has been provided. Owner may change, modify, or amend, the list of authorized individuals by providing five (5) days prior written notice to the Investor. Instructions may be provided via electronic mail and are valid so long as one of the individuals below are copied thereto.

Name: _____	Name: _____
Title: _____	Title: _____
Email: _____	Email: _____
Name: _____	Name: _____
Title: _____	Title: _____
Email: _____	Email: _____