

2016-448

EXHIBIT A

SPECIAL ASSESSMENT AGREEMENT

by and among

THE COUNTY OF SUMMIT, OHIO
("County"),

And

CITY OF AKRON, OHIO
("City"),

And

AKRON ENERGY SPECIAL IMPROVEMENT DISTRICT
("District"),

And

CASCADE PLAZA ASSOCIATES, L.L.C.
("Lessee")

And

GREENWORKS LENDING, LLC
("Investor")

Dated as of [DATE], 2016

SPECIAL ASSESSMENT AGREEMENT

THIS SPECIAL ASSESSMENT AGREEMENT (this “Agreement”) is made effective as of [DATE], 2016, by and among the County of Summit, Ohio (the “County”), through its Executive for and on behalf of the County and the County Fiscal Officer, the City of Akron, Ohio (the “City”), the Akron Energy Special Improvement District (“District”), Cascade Plaza Associates, L.L.C. (the “Lessee), and Greenworks Lending, LLC (together with its permitted successors and assigns, the “Investor”).

BACKGROUND:

WHEREAS, the District was created under Ohio Revised Code Chapters 1702 and 1710 and established pursuant to Resolution [Resolution Number] of the Council of the City (the “Council”) approved on [DATE], 2016; and

WHEREAS, the Lessee has determined that it is in its best interests to cause the acquisition and installation and subsequent operation of certain improvements, including but not limited to the acquisition, construction, installation, improvement, and equipping of high-efficiency LED lighting, energy efficient boilers, building controls, VFD upgrades and other related improvements (collectively, the “Project”) on the real property located within the County and the City, and as more fully described in Exhibit A to this Agreement (the “Assessed Lands”); and

WHEREAS, the costs of the Project are being funded in part through an advance in the amount of \$4,743,658.16 (the “Project Advance”) to the Lessee pursuant to an Energy Project Cooperative Agreement dated as of [DATE], 2016 (the “Energy Project Cooperative Agreement”) between the District, Greenworks Lending, LLC (the “Investor”), the Lessee, and the City; and

WHEREAS, to secure the repayment of the principal of, and the payment of any premium, fees, and unpaid interest on the Project Advance used to finance the Project (the “Project Costs”), (i) the Lessee has signed and delivered to the Clerk of the Council a Petition for Special Assessments for Special Energy Improvement Projects (the “Petition”), for the acquisition, construction, installation, equipment and improvement of the Project and evidencing the Lessee’s agreement to the levy and collection of special assessments by the City (the “Special Assessments”) on the Assessed Lands, which are located within the District, in amounts sufficient to pay the Project Costs, and (ii) the City (a) has taken all the necessary actions required by Chapter 727 of the Ohio Revised Code, including, without limitation, the passage of the assessing ordinance pursuant to the requirements of Ohio Revised Code Section 727.25, for the levying of the Special Assessments and has caused or will cause the Special Assessments to be certified to the County Fiscal Officer of the County (the “County Fiscal Officer”) for collection by the County Fiscal Officer in annual installments, and (b) hereby has agreed to transfer to the Investor the payments of Special Assessments received to pay the Project Costs; and

WHEREAS, the Lessee agrees that its delivery of the Petition and the requests and agreements made in the Petition are irrevocable and that the parties to this Agreement have acted and will act in reliance on the agreements contained in the Petition; and

WHEREAS, pursuant to the Petition, the Special Assessments have been levied against the Assessed Lands as described in the Petition and pursuant to this Agreement the Lessee is willing to agree to make Special Assessment payments in accordance with the Petition; and

WHEREAS, Chapters 323 and 5721 of the Ohio Revised Code set forth certain parameters and timing requirements for the foreclosure of property on which taxes and assessments, including the Special Assessments, are due and owing and remain unpaid; and

WHEREAS, upon the occurrence of an Event of Default pursuant to the Energy Project Cooperative Agreement, it may be necessary for the District to foreclose on the lien of the Special Assessments with respect to the Assessed Lands as set forth in Section 2 of this Agreement; and

WHEREAS, in consideration of the Project Advance, the Lessee is willing to consent to an expedited foreclosure process with respect to the lien of the Special Assessments, the form of the consent being attached hereto as Exhibit B (the “Lessee Consent”) and the Lessee Consent with respect to the foreclosure of the Special Assessments as soon as possible (as referenced in Section 2 hereof) shall be a covenant running with Assessed Lands and binding upon the Lessee and upon future lessees of the Assessed Lands until the Project Costs are paid in full; and

WHEREAS, based on the Lessee Consent and other considerations, at the request of the District, upon the occurrence of an Event of Default under the Energy Project Cooperative Agreement, the County and the City have agreed to foreclose the lien of the Special Assessments as soon as possible as described herein; and

WHEREAS, if any assessments, including, without limitation, the Special Assessments, payments in lieu of taxes, real property taxes, or other governmental charges levied on the Assessed Lands are not paid when due and thereafter remain delinquent, the County, through the County Fiscal Officer, pursuant to Ohio Revised Code Sections 5721.30 through 5721.41 (the “Delinquent Tax Lien Sale Act”), specifically Ohio Revised Code Section 5721.33, may, in its discretion, but is not required to, negotiate with one or more persons the sale of any number of tax certificates (“Tax Certificates”) which evidence the liens (the “Tax Liens”) of the State of Ohio (the “State”) and its applicable taxing districts for such delinquent assessments, including Special Assessments, real property taxes, payments in lieu of taxes, governmental charges, or penalties and interest on such Assessed Lands; and

WHEREAS, pursuant to the Delinquent Tax Lien Sale Act, the County, through the County Fiscal Officer, in its discretion, may sell such Tax Certificates at a discount from the full amount of the general real estate taxes, assessments, including the Special Assessments, penalties and interest that have become delinquent; and

WHEREAS, if the County, through the County Fiscal Officer, were to sell such Tax Certificates at a discount (other than in accordance with the provisions of this Agreement), the proceeds of such sale representing the delinquent Special Assessments might be insufficient to pay the Project Costs; and

WHEREAS, the County does not desire to take any action with respect to the collection of the Special Assessments that might adversely affect the repayment of the Project Advance without the consent of the District or adversely affect the payment of the Project Costs without the consent of the District; and

WHEREAS, the County has agreed to remit to the District, in the event of a default under the Energy Project Cooperative Agreement, as set forth in this Agreement, amounts collected by the County, through the County Fiscal Officer, and relating to the Special Assessments, including without limitation amounts collected by the County, through the County Fiscal Officer, as a result of foreclosure of the lien of the Special Assessments on the Assessed Lands and including amounts received from a sale of Tax Certificates pursuant to the Delinquent Tax Lien Sale Act;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and desiring to be legally bound hereunder, the parties hereto covenant and agree as follows:

Section 1. Special Assessments.

1.1 The Lessee, prior to the execution and delivery of this Agreement, has signed and delivered to the Clerk of the Council the Petition for the acquisition, construction, installation, equipment and improvement of the Project and evidencing the agreement of the Lessee to the levy of the Special Assessments as security for the Project Advance. The Lessee agrees that its delivery of the Petition and the requests and agreements made therein are irrevocable and that the parties hereto have acted and will act in reliance on the agreements contained in that Petition. The City shall take all necessary actions required by Chapter 727 of the Ohio Revised Code to levy and collect the Special Assessments on the Assessed Lands. On [DATE], 2016 the City passed the Assessing Ordinance pursuant to the requirements of Section 727.25 of the Ohio Revised Code (the "Assessing Ordinance") for the levying of the Special Assessments. The Clerk of the Council certified (or caused to be certified) the Assessing Ordinance to the County Fiscal Officer as set forth in the Petition.

1.2 The City shall cause the Special Assessments, as set forth in the Assessment Schedule attached to the Petition, to be certified to the County Fiscal Officer on or before the last date for the certification of special assessments to the County Fiscal Officer of each year during which the Special Assessments are to be levied pursuant to the Assessment Schedule. The parties acknowledge that pursuant to such certification, the Special Assessments are expected to be collected and paid to the City pursuant to Ohio Revised Code Chapters 319, 321, 323, and 727.

1.3 In the event the Project Advance is prepaid or redeemed in accordance with the Energy Project Cooperative Agreement, in whole or in part, the parties shall, in cooperation with the Lessee, and to the extent permitted by law, cause the aggregate lien of the Special Assessments to be no greater than the remaining principal of and interest and premium, if any, on the Project Advance through maturity.

1.4 To the extent that the Lessee prepays any of the required payments to the Investor pursuant to the Energy Project Cooperative Agreement, then the amounts of the Special Assessments shall be reduced in accordance with the appropriate Assessment Schedule attached to the Petition, and the District shall provide written notice to the parties by January 15 of each calendar year that the Assessment Schedule remains in effect or the same has been modified, as long as the Project Advance remains outstanding.

1.5 To facilitate the repayment of the Project Advance, the City, pursuant to Section 2.2 of the Energy Project Cooperative Agreement, assigned to the Investor all of its right, title, and interest in and to the Special Assessments, the funds of the City established to collect and hold the Special Assessment, and any other property received or to be received from the City under the Energy Project Cooperative Agreement. The County, the City, the District, the Lessee, and the Investor each hereby acknowledges, agrees with, and consents to those assignments.

1.6 Pursuant to Section 2.5 of the Energy Project Cooperative Agreement, the District assigned to the Investor any and all of its right, title, and interest it may have in and to the Special Assessments related to the District actually received by or on behalf of the City under the Energy Project Cooperative Agreement. The County, the City, the District, the Lessee, and the Investor each hereby acknowledges, agrees with, and consents to those assignments.

1.7 Notwithstanding anything in this Agreement to the contrary, the County's obligations under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The County's obligations shall be limited to the moneys levied, collected and received in respect of the Special Assessments and any County-imposed collection fees, charges, or penalties. The County's obligations under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the County.

1.8 Notwithstanding anything in this Agreement to the Contrary, 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 obligation under this Agreement shall be limited to any moneys received from the County in respect of the Special Assessments and any County-imposed collection fees, charges, or penalties. The City's obligations under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the City.

Section 2. Foreclosure Process.

2.1 The County, the City and the Lessee each acknowledge that the Special Assessments are to secure payments relating to the Project Advance, including the Project Costs

and other amounts as provided under the Energy Project Cooperative Agreement. The County agrees that so long as the Project Advance is outstanding and the Project Costs and other amounts under the Energy Project Cooperative Agreement are secured, at least in part, by the revenues derived from the Special Assessments, upon the County's receipt of written notice from the Investor or the District, with a copy to the other of the Investor or the District, and to the Lessee and the City, that an Event of Default (as defined under the Energy Project Cooperative Agreement, as applicable) has occurred and is continuing and which notice directs the County, through the County Fiscal Officer, to foreclose on the lien of the Special Assessments, the County, through the County Fiscal Officer, will, not later than thirty (30) days from the date of the receipt of such notice, file and diligently prosecute a foreclosure action against the Assessed Lands, following the procedures for lien foreclosures established in Ohio Revised Code § 323.25 and related sections. The foreclosure action shall be to collect all Special Assessments then due and owing on the Assessed Lands in accordance with the Petition. Without the prior written consent of the District and the Investor, the County, through the County Fiscal Officer, will not confirm the sale of the Assessed Lands 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 Assessed Lands, as shall be certified by the District to the County Fiscal Officer pursuant to the records of the County Fiscal Officer. All fees and expenses of the County in collecting the Special Assessments are to be included and paid for by the Lessee.

2.2 The County hereby acknowledges that the City has assigned all of its right, title, and interest in and to the Special Assessments to the Investor, and that the District has assigned all of its right, title and interest it may have in and to the Special Assessments to the Investor, and the County hereby agrees that so long as the Project Advance is outstanding and the Project Costs and other amounts under the Energy Project Cooperative Agreement are secured, at least in part, by the revenues derived from the Special Assessments, the County will not sell or negotiate the sale of one or more Tax Certificates related to the Assessed Lands for an amount less than 100% of the amount levied and certified for collection without the prior written consent of the District and the Investor.

2.3 The County hereby covenants and agrees that if any of the general real estate taxes, payments in lieu of taxes, assessments, including the Special Assessments, governmental charges, or penalties and interest on the Assessed Lands are delinquent and the Delinquent Tax Lien Sale Act would permit the County, through the County Fiscal Officer, to negotiate the sale of Tax Certificates with respect thereto, the County, through the County Fiscal Officer, will, prior to giving any notice under the Delinquent Tax Lien Sale Act of a sale of Tax Certificates with respect to the Assessed Lands, give written notice to the District and the Investor regarding the same and state therein whether the County Fiscal Officer reasonably anticipates receiving no less than 100% of the general real estate taxes, payments in lieu of taxes, and assessments, including the Special Assessments, penalties and interest, originally levied and certified for collection plus other charges, including attorney's fees, or whether the County Fiscal Officer reasonably expects to receive less than 100% of the general real estate taxes, payments in lieu of taxes, and assessments, including the Special Assessments, penalties and interest, levied

and certified for collection plus other charges, including attorney's fees, and in accordance with this Agreement is requesting the consent of the District and the Investor for such a sale.

2.4 The County agrees not to utilize the authority contained in Ohio Revised Code Chapter 5722 to transfer any of the Assessed Lands to the county land reutilization corporation, to sell or convey any of the Assessed Lands to any political subdivision under the authority contained in Ohio Revised Code Chapter 5722, or to clear the liens and encumbrances applicable to the Assessed Lands under the authority contained in Ohio Revised Code Chapter 5722 without the express written consent of the District and the Investor.

2.5 Nothing in this Agreement shall, or shall be construed to, prevent the County, through the County Fiscal Officer, from selling one or more Tax Certificates with respect to the Assessed Lands to a third party without the consent of the District if the price received for the Tax Certificate or Tax Certificates equals or exceeds 100% of the delinquent general real estate taxes, assessments, including the Special Assessments, penalties and interest on the Assessed Lands outstanding against the Assessed Lands at the time of such sale.

2.6 The District and the Investor each hereby agrees that upon written notice from the County, through the County Fiscal Officer, pursuant to Section 2.3 of this Agreement, it, within thirty (30) days of receipt of the County's notice, shall give a written response to the County Fiscal Officer indicating therein whether it consents to the request for sale of a Tax Certificate or Tax Certificates.

2.7 No delay or failure of the District or the Investor to give a written response shall be construed to be a consent to such request or to be a waiver of the right to give such consent. No consent or refusal thereof by the District or the Investor in response to a request by the County shall extend to or affect any subsequent request of the County or shall impair the rights of the District or the Investor with respect to any such subsequent request.

2.8 So long as the Project Costs are outstanding, the County hereby covenants and agrees (a) to remit to the City all Special Assessments collected from the Assessed Lands in annual installments in the same manner and at the same time as real property taxes are paid to the City in accordance with Chapter 323 of the Revised Code, including any delinquency procedures, penalties, and interest provided for therein; (b) to the extent the County receives amounts collected from Tax Certificates, as provided for in Chapter 323 of the Revised Code, after payment of reasonable fees and expenses of the County, all amounts collected by the County from Tax Certificates shall be remitted to the City; and (c) to the extent the County seeks and is appointed as receiver for the Assessed Lands, as provided for in Chapter 323 of the Revised Code, after payment of reasonable fees and expenses of the County, all amounts collected by the County, as receiver for the Assessed Lands and collected as a result of the Special Assessments, shall be remitted to the City.

2.9 The County hereby agrees that it shall not charge or collect a special assessment collection fee in excess of 1% per installment of the Special Assessments.

Section 3. Indemnification by Lessee

3.1 The Lessee hereby releases, the District, the City, the County, the County Fiscal Officer, the Investor and their respective officers, directors and employees (the "Indemnified Parties"), from, agrees that the Indemnified Parties shall not be liable for, and indemnifies the Indemnified Parties against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against Indemnified Parties, on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquisition, construction, installation, equipment, improvement maintenance, operation and use of the Lessee's Project; (ii) any breach or default on the part of the Lessee in the performance of any covenant, obligation or agreement of the Lessee under the Energy Project Cooperative Agreement, or arising from any act or failure to act by the Lessee, or any of the Lessee's agents, contractors, servants, employees or licensees; (iii) the Lessee's failure to comply with any requirement of this Agreement; (iv) the efforts of the City and the County to collect Special Assessments; (v) any legal costs or out-of-pocket costs incurred by the District specifically related to additional approvals or actions that may be required by the District arising after the date of the Energy Project Cooperative Agreement (and in the case of such legal costs or out-of-pocket costs, agrees to pay such costs directly to the District); and (vi) any claim, action or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv), or (v) above, provided, however that the Lessee shall not indemnify the Indemnified Parties as provided above to the extent that any liability, claim, cost or expenses arises out of or results from the gross negligence, willful misconduct, or breach of this Agreement or the Energy Project Cooperative Agreement of the Indemnified Parties.

3.2 The Lessee agrees to indemnify and further agrees to pay and hold each of the Indemnified Parties harmless from and against all liabilities, and all reasonable costs and expenses, including out-of-pocket expenses and attorneys' fees, arising out of any federal, state or local environmental laws, regulations or ordinances, incurred by any of the Indemnified Parties as a result of the existence on, or release from, the Lessee's Project Site of Hazardous Materials which in any way result from any act of omission or commission of the Lessee or any of its agents, employees, independent contractors, invitees, licensees, successors, assignees, or tenants.

Section 4. Additional Agreements and Covenants.

4.1 The agreements of the parties hereafter with respect to the foreclosure process shall be a covenant running with the Assessed Lands and, so long as Project Costs are payable from or secured, at least in part, by the revenues derived from the Special Assessments, such covenant shall be binding upon the Assessed Lands (except as released as provided in the Lessee Consents), the Lessee, and any future lessee of all or any portion of the Assessed Lands. This Agreement, the Lessee Consents, and all other required documents and agreements, shall be recorded with the County Fiscal Officer, so that the agreements of the parties hereafter with

respect to the foreclosure process established pursuant to this Agreement is a covenant running with, and is enforceable against, the Assessed Lands.

4.2 If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4.3 This Agreement shall inure to the benefit of each of the parties, and each of their successors and assigns, all subject to the provisions of this Agreement. This Agreement may be amended only by a written instrument of the parties, and any attempt to amend or modify this Agreement without a written instrument signed by all of the parties to this Agreement shall be null and void. Notices given hereunder shall be in writing and shall be effective when actually received if delivered by hand or overnight courier, or three days after being sent by registered or certified mail, postage prepaid, the certification receipt therefore being deemed the date of such notice, and addressed to the parties as follows:

If to City:	City of Akron, Ohio 161 South High Street, Suite 202 Akron, Ohio 44308 Attention: Law Director
If to County:	Summit County Fiscal Officer The County of Summit, Ohio 175 S. Main Street, Fourth Floor Akron, Ohio 44308
With a Copy To:	Summit County Executive Attn: Director of Law 175 S. Main St., Eighth Floor Akron, Ohio 44308
If to the District:	Akron Energy Special Improvement District, Inc. c/o [Entity] [Address] [City, State ZIP] Attention: [Officer]
With a Copy To:	Caleb Bell Bricker & Eckler LLP 100 South Third Street Columbus, Ohio 43215
If to the Lessee:	Cascade Plaza Associates, L.L.C. 1500 One Cascade Plaza

Akron, Ohio 44308

With a Copy To: Arthur Goldner & Associates, Inc.
707 Skokie Boulevard, Suite 100
Northbrook, Illinois 60062

And To: Arthur H. Evens
Arnstein and Lehr LLP
120 South Riverside Plaza, Suite 1200
Chicago, Illinois 60606

If to the Investor: Greenworks Lending, LLC
28 Thorndal Circle, Third Floor
Darien, Connecticut 06820
Attention: Chief Compliance Officer

With a Copy To: Caleb Bell
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

4.4 (a) The Investor shall have the unrestricted right at any time or from time to time, and without the County, the City, the District, or the Lessee'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 Lessee 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 necessary to effect the foregoing. 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 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.

(b) The Investor shall have the unrestricted right at any time and from time to time, and without the consent of or notice of the County, the City, the District, or the Lessee, to grant to one or more persons (each, a "Participant") participating interests in the Investor's obligation to make Project Advances under the Energy Project Cooperative Agreement or any or all of the loans held by Investor under the Energy Project Cooperative 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 County, the City, the District, and the Lessee, the Investor shall remain responsible for the performance of its obligations under the Energy Project Cooperative Agreement and the Lessee shall continue to deal solely and directly with the Investor in connection with the Investor's rights and obligations under the Energy Project Cooperative Agreement.

(c) The Investor may furnish any information concerning the Lessee in its possession from time to time to prospective Investor Assignees and Participants which is reasonably necessary in order to allow the Investor to the assignment or participation of this Agreement.

4.5 This Agreement shall be construed in accordance with the laws of the State of Ohio.

4.6 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(Signature Pages Immediately Follow)

IN WITNESS WHEREOF, each party to this Agreement has caused this Agreement to be executed in its respective name and capacity by its respective duly authorized officers, all as of the day and the year first written above.

Approved as to form on behalf of
The County of Summit, Ohio:

“COUNTY”
THE COUNTY OF SUMMIT, OHIO

Deborah S. Matz, Director of Law

Kristen M. Scalise CPA, CFE, Fiscal Officer

Ilene Shapiro, Executive

STATE OF OHIO)
)
COUNTY OF SUMMIT)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named SUMMIT COUNTY FISCAL OFFICER, KRISTEN M. SCALISE CPA, CFE, who acknowledged that such officer did sign the foregoing instrument and the same is such officer’s free act and deed as such officer of Summit County, Ohio.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

Notary Public

STATE OF OHIO)
)
COUNTY OF SUMMIT)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named SUMMIT COUNTY EXECUTIVE, ILENE SHAPIRO, who acknowledged that such officer did sign the foregoing instrument and the same is such officer’s free act and deed as such officer of Summit County, Ohio.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

Notary Public

Approved as to form:

“CITY”
CITY OF AKRON, OHIO

City Attorney

Name: _____
Title: _____

STATE OF OHIO)
)
COUNTY OF SUMMIT)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named CITY OF AKRON, OHIO by _____, its _____, who acknowledged that such officer did sign the foregoing instrument and that the same is the free act and deed as such officer of such city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

“DISTRICT”
AKRON ENERGY SPECIAL IMPROVEMENT
DISTRICT

By: _____

Name: _____

Title: _____

STATE OF OHIO)
)
COUNTY OF _____)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named AKRON ENERGY SPECIAL IMPROVEMENT DISTRICT by _____, its _____, who acknowledged that such officer did sign the foregoing instrument and that the same is such officer’s free act and deed as such officer and of said district.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

Notary Public

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the City of Akron, Ohio, hereby certifies that the City has established a special assessment fund, into which the Special Assessments (as that term is defined in the foregoing Agreement) received by the City shall be deposited, free from any previous encumbrances. The City shall use the moneys deposited in such special assessment fund to meet its obligations under the foregoing Agreement. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44

Dated: _____, 2016

Fiscal Officer
City of Akron, Ohio

EXHIBIT A

DESCRIPTION OF ASSESSED LANDS

[INSERT LEGAL DESCRIPTION]

EXHIBIT B

LESSEE CONSENT

This consent is given by Cascade Plaza Associates, L.L.C., an Ohio limited liability company (the “Lessee”) pursuant to the Special Assessment Agreement dated as of [DATE], 2016 (the “Agreement”) by and among the County of Summit, Ohio (the “County ”), the City of Akron, Ohio (the “City”), the Akron Energy Special Improvement District (the “District”), Greenworks Lending, LLC (together with its permitted successors and assigns under the Agreement, the “Investor”) and the Lessee. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

The Agreement provides for an accelerated foreclosure process with respect to the Special Assessments on the Assessed Lands, such Assessed Lands being described in Exhibit A to the Agreement. The Agreement further provides that if an event of default occurs and is continuing with respect to a required annual payment of Special Assessments or an “Event of Default” (as that term is defined in the Energy Project Cooperative Agreement, as appropriate) under the Energy Project Cooperative Agreement occurs and is continuing, the County, through the County Fiscal Officer, will pursue an accelerated foreclosure of the lien of the Special Assessments, all as provided in the Agreement. In consideration of the Project Advance to finance the Project, the Lessee hereby consents to the accelerated foreclosure process with respect to the lien of the Special Assessments then due and owing with respect to the Assessed Lands, as provided in the Agreement.

The Lessee is the lessee of the Assessed Lands. The Lessee covenants and agrees that so long as the Project Advance remains outstanding, except as the covenant may be released by the District and the Investor, as applicable, in writing, the accelerated foreclosure process established pursuant to the Agreement shall be a covenant on and running with, and shall be binding upon, the Assessed Lands, the Lessee and all future lessees of the Assessed Lands. Any release, modification or waiver of the covenant running with the land by the District, or the Investor, as applicable, shall be filed of record with the County Fiscal Officer. The Lessee agrees that this Lessee Consent shall be recorded with the County Fiscal Officer and the Lessee covenants and agrees to record such documents and to take such reasonable steps as are necessary, so that the accelerated foreclosure process with respect to the lien of the Special Assessments is a covenant on and running with the Assessed Lands and is binding on the Lessee and any and all future lessees of all or any portion of the Assessed Lands.

Anything in this Lessee Consent to the contrary notwithstanding, this Lessee Consent shall in no way be construed as a waiver by the Lessee of its statutory right of redemption, including the full applicable redemption period.

(Signature Page Immediately Follows)

IN WITNESS WHEREOF, the Lessee has executed and delivered this Lessee Consent as of this first day of _____, 2016.

“LESSEE”

CASCADE PLAZA ASSOCIATES, L.L.C.

By: _____

Name: _____

Title: _____

STATE OF _____)

) SS:

COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Cascade Plaza Associates, L.L.C. by _____, its _____, who acknowledged that he did sign the foregoing instrument and that the same is such officer’s free act and deed as such officer and of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

Notary Public

Description of Real Property

[Insert Legal Description of Lessee's Property]