

ENERGY PROJECT AGREEMENT

WHEREAS, The Brickyard on Main, LLC, a domestic limited liability company under the laws of the State of Ohio with offices at 2691 Berringer Road, Waldo, OH 43356 (the “Company”), has made application to the City of Marion, Ohio Energy Special Improvement District (the “Marion ESID”) and the Northwest Ohio Advanced Energy Improvement District (the “NW Ohio ESID”) for funding a certain special energy improvement project (“Energy Project”), more particularly described in Company’s application (“Application”); and

WHEREAS, the Energy Project has an overall estimated cost of One Hundred Fifty-Four Thousand Dollars and Zero Cents (\$154,000.00) (excluding interest and other transactional and carrying costs, all of which shall be included in the Special Assessments described below) as shown in **Exhibit B**, which the NW Ohio ESID has agreed to fund; and

WHEREAS, the Company requests that the Energy Project be funded through special assessments (“Special Assessments”) upon the real property upon which the Energy Project will be constructed and exist (“the Property”) as allowed under Ohio Revised Code Chapters 1710 and 727; and

WHEREAS, the NW Ohio ESID agrees to undertake the funding of the Energy Project through Special Assessments upon the condition that the Company agrees to impose the Special Assessments upon the Property and provide full cooperation with and assistance to the NW Ohio ESID, Marion ESID, City of Marion, Ohio (the “City”), and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the NW Ohio ESID to provide the funds for the Energy Project, the Company agrees to provide all such cooperation and assistance necessary for the imposition of the Special Assessments upon the Property.

NOW THEREFORE, in consideration of the mutual promises set forth herein, effective the 22 day of May 2019, the Company, the Marion ESID, and the NW Ohio ESID do hereby enter into this Energy Project Agreement (“Agreement”) as follows:

1. **Consent to Special Assessments.** The Company consents to the imposition of Special Assessments upon the Property, which is commonly referred to as 135 S. Main Street, Marion, Oh 43302, and which consists of the following permanent parcel numbers in the records of the Fiscal Officer of Marion County, Ohio (the “Fiscal Officer”): Parcel Numbers/PPNs: **12-3010001800**. A legal description of the Property is attached hereto as Exhibit A and incorporated herein by reference. In the event there are additional or other parcels of property that are not listed but which are benefitted by the Energy Project, the Borrower consents to the imposition of the Special Assessments with respect to those parcels as well. The Borrower acknowledges that the Special Assessments will constitute a lien upon the Property and may be enforced and collected in accordance with law, including the provisions of Chapter 727 of the Ohio Revised Code. The Special Assessments shall be in an amount sufficient to finance all of the cost of the Energy Project, as determined by and in the sole discretion of the District, including but not limited to the cost of: labor, materials, equipment, engineering, design, audits,

interest, carrying costs, taxes, filing fees, recording charges and all other costs incident to the Energy Project. Borrower acknowledges that the estimated cost of the Energy Project is only an estimate and that the actual cost of the Energy Project may be more or less than the estimate and that such estimate does not limit the amount of the Special Assessments; provided, however, that the sum total of all Special Assessments will not exceed the amount listed on Exhibit B. The Borrowers agrees that one hundred percent (100%) of the Special Assessments shall be imposed upon the Property and that the Property is being specially benefitted to the full extent of the Special Assessments. The Special Assessments may continue for such period of time as allowed by law and shall continue for the full period of time required to pay the Marion ESID and NW Ohio ESID for all costs, including financing costs, for the Energy Project. Borrowers shall be jointly and severally liable for the Special Assessment payments.

2. **Agreement to Cooperate.** The Company agrees to provide full and timely cooperation to the Marion ESID and the NW Ohio ESID and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the City, the Toledo-Lucas County Port Authority, Fiscal Officer, and the Treasurer of Marion County, Ohio (the "Treasurer"), so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Company agrees that pursuant to a Petition for Special Assessments for Special Energy Improvement Projects (the "Petition"), it has submitted its Energy Project for admission as a special energy improvement project to be undertaken by the Marion ESID. The Company therefore shall be a member of the Marion ESID. The Company further agrees that it shall cause a representative to appear at any necessary hearings or legal proceedings involving the Special Assessments and cooperate in such hearings or legal proceedings so that the Special Assessments are approved and become binding upon the Property. The Company agrees to provide on-going cooperation with the Marion ESID, NW Ohio ESID, and all other agencies, entities and institutions involved in the special assessment process during the entire period of time any of the financing for the Energy Project remains outstanding.

The Marion ESID and NW Ohio ESID agree to provide full and timely cooperation with each other for the financing of the Energy Project and the provision of the Energy Project pursuant to this Agreement, and the Petition.

3. **Execution of Documents; Appointment of Agent.** Upon the request of the NW Ohio ESID, the Company shall execute or cause to be executed by appropriate Company officials, all applications, petitions for special assessments, waivers, acknowledgements, and other instruments, documents and papers ("Documents") necessary or helpful to impose the Special Assessments upon the Property and to acknowledge the validity and binding nature of such Special Assessments. To facilitate that process, the Company hereby irrevocably appoints the NW Ohio ESID's Chairperson, or such other individual as the NW Ohio ESID may name from time to time, as the Company's attorney-in-fact and agent with full and complete authority to execute all such Documents, including but not limited to the Petition, on behalf of the Company and to bind the Company and the Property to the Special Assessments, including making all waivers of hearings and notices concerning the Special Assessments.

Without limiting the generality of the foregoing grant of authority, the Company grants the NW Ohio ESID full irrevocable power and authority in the place of Company and in the name of

Company or in NW Ohio ESID's own name, for the purpose of carrying out the terms of this Agreement, to perform, at any time and from time to time, each agreement contained in this Agreement that is on the Company's part to be complied with, and to take any and all actions and to execute and deliver any and all Documents which may be necessary or desirable to give the NW Ohio ESID the full benefit of this Agreement, in each case as the NW Ohio ESID may from time to time deem advisable, the Company hereby agreeing that the NW Ohio ESID shall owe no duty whatever to the Company to perform any such agreement, to take any such action, or to execute or deliver any such Document or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, the Company hereby irrevocably authorizes the NW Ohio ESID, at any time and from time to time, to (a) fill in any blank space contained in this Agreement or another Document, (b) correct patent errors, to complete and correct the description of the Property, and to complete the date herein or therein, (c) file and sign, on the Company's behalf, at the Company's expense and without the Company's signature, such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents as the NW Ohio ESID may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of this Agreement, and (d) to the extent the NW Ohio ESID filed any such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents prior to the date of this Agreement, all such actions and Documents are hereby ratified by the Company.

4. **Waiver of Certain Rights.** The Company 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, Chapter 727 of the Ohio Revised Code, (collectively, "Assessment Rights"). The Company hereby irrevocably waives all Assessment Rights and consents to the imposition of the Special Assessments immediately or at such time as the NW Ohio ESID or Marion ESID determine to be appropriate, and the Company expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessment upon the Property. The Company further waives: any and all questions as to the constitutionality of the law under which the Energy 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 Section 727.18 of the Ohio Revised Code and any similar provision of the Charter of the City of Marion, Ohio or the Codified Ordinances of Marion, Ohio.

5. **Representations and Warranties.** The Company represents and warrants that:
- A. The Company is a duly organized and validly existing Domestic Limited Liability Company under the laws of the State of Ohio;
 - B. The Company is the owner of the Property with the legal authority to subject the Property to the Special Assessments;
 - C. The Company and the individual executing this Agreement on behalf of the Company are duly authorized to enter into this Agreement;
 - D. Entering into this Agreement will not result in the breach of any other agreement to which the Company is a party;
 - E. All of the factual statements concerning the Company contained in the Application and in this Agreement are true and accurate to the best of the Company's knowledge and belief and if there is a material change in the accuracy or truthfulness of any such factual statement, the Company will promptly disclose the same to the Marion ESID and the NW Ohio ESID.
6. **Assignment; Third Party Beneficiaries.** The Company may not assign this Agreement without the consent of each of the Marion ESID and the NW Ohio ESID, which consent shall not be unreasonably withheld. Either of the Marion ESID or the NW Ohio ESID may assign this Agreement, or any portion of its benefits or obligations, freely to another party, with or without the consent of the Company.
7. **Default.** If any of the following events shall occur, it shall be deemed a default ("Default") under this Agreement and the Marion ESID and NW Ohio ESID shall be entitled to any rights or remedies under this Agreement and any rights or remedies provided under law:
- A. The Company fails to pay an installment of any Special Assessment when due.
 - B. The Company fails to perform any other obligation under this Agreement and the failure continues for a period of ten (10) days after written notice from the NW Ohio ESID.
 - C. The Company is in breach of any of its representations or warranties under this Agreement.
 - D. The Company abandons the Property.
 - E. The Company commits waste upon the Property.
 - F. The Company becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the bankruptcy laws or any similar state law or makes an assignment for the benefit of creditors, which remains undismissed or unstayed for ninety (90) days in connection with any involuntary or non-consensual bankruptcy, reorganization or assignment for the benefit of creditors.

In the event of a Default, then, in addition to any other remedy the Marion ESID and NW Ohio ESID may have, the Marion ESID and the NW Ohio ESID each may recover from Company all damages they respectively incur by reason of the Default, including reasonable attorneys' fees and expenses.

8. General.

- A. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, such provision shall to that extent be deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.
- B. The Company acknowledges that it has read and understands this Agreement and is bound by its terms. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained in this Agreement, and supersedes all prior proposals and understandings between the parties.
- C. This Agreement shall not be modified or altered except as by a written instrument duly executed by all of the parties.
- D. The Company acknowledges that it has had an opportunity to review this Agreement and to be advised by an attorney of its choosing as to the Agreement's terms, conditions and provisions. The Company is entering into this Agreement knowingly and voluntarily.
- E. The Marion ESID, NW Ohio ESID and the Company are, in relation to one another, independent contractors and not agents of one another, except to the extent the NW Ohio ESID is authorized to act on behalf of the Company in accordance with paragraph 3 above. The parties have no fiduciary obligations to one another and are not, by entering into this Agreement, assuming any such fiduciary obligations.
- F. The Company acknowledges that the Marion ESID and NW Ohio ESID have been created under provisions of the Ohio Revised Code and that and that their authority, as well as the authority of their employees, agents and representatives, is limited under law.
- G. The Marion ESID or NW Ohio ESID may cause this Agreement to be recorded in the office of the Fiscal Officer. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owner of Property until duly released by the Marion ESID and NW Ohio ESID.
- H. The Company shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.
- I. The Company shall notify in writing Marion ESID and NW Ohio ESID of any transfer of the Property.
- J. The Company acknowledges that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Fiscal Officer, as provided by law, to be placed by the Fiscal Officer on the tax list and duplicate and collected as other taxes are collected in such number of semiannual installments as determined by the NW Ohio ESID and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the

Company waives and authorizes the NW Ohio ESID to waive on its behalf, the right to pay the Special Assessments in cash.

- K.** At such time as the Special Assessments are no longer necessary to finance the Energy Project, the NW Ohio ESID having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the NW Ohio ESID will provide a release of this Agreement and cause the same to be recorded in the office of the Fiscal Officer.
- L.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
- M.** Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Lucas County, Ohio.

[Signature Pages Follow]

COMPANY:

The Brickyard on Main, LLC

By: 

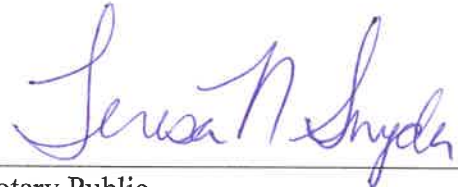
Name: Luke Henry

Title: Member

Date: 5/22/19

STATE OF OHIO)
) ss:
COUNTY OF MARION)

On the ___ day of May, 2019 personally appeared before me, a notary public in and for the State of Ohio, Luke Henry, Member, The Brickyard on Main, LLC, who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of The Brickyard on Main, LLC and that the same was the free act and deed of The Brickyard on Main, LLC and himself as such officer of The Brickyard on Main, LLC



Notary Public



Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021

NW OHIO ESID:

THE NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT DISTRICT

By: 
Kevin Moyer

Its: Chairperson

Date: 5/27/19

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

On the 21 day of May, 2019 personally appeared before me, a notary public in and for the State of Ohio, Kevin Moyer, the Chairperson of the Northwest Ohio Advanced Energy Improvement District who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the Northwest Ohio Advanced Energy Improvement District and that the same was the free act and deed of said Northwest Ohio Advanced Energy Improvement District and of himself as such officer of the Northwest Ohio Advanced Energy Improvement District.



Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021


Notary Public

MARION ESID:

CITY OF MARION, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT

By: Lois Fisher

Name: Lois Fisher

Title: Chairperson

Date: 5/22/19

STATE OF OHIO)
) ss:
COUNTY OF MARION)

On the 22 day of May 2019 personally appeared before me, a notary public in and for the State of Ohio, Lois Fisher, the Chairperson of the City of Marion, Ohio Energy Special Improvement District who acknowledged that she did execute the foregoing Energy Project Agreement on behalf of the City of Marion, Ohio Energy Special Improvement District and that the same was the free act and deed of said City of Marion, Ohio Energy Special Improvement District and of herself as such officer of the City of Marion, Ohio Energy Special Improvement District.

Teresa N Snyder
Notary Public



Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Situated in the City of Marion, County of Marion and State of Ohio, and more particularly described as follows:

Being 37.00 feet off of the North side of Lot Number 79 as marked on the Original Plat of the Town, now City, of Marion, Ohio.

Also, the following described premises, situated in the City of Marion, County of Marion and State of Ohio, and known as being part of Inlot No. 79, Old Plat, Marion, Ohio;

Beginning at a point in the East line of said Lot 79, 29.00 feet North from the Southeast corner of said Lot;

Thence West 40.00 feet, parallel with the South line of said Lot;

Thence South 6 inches, parallel with the East line of said Lot;

Thence East 40.00 feet, parallel with the South line of said lot to the East line of said lot;

Thence North on said East line of said lot 6 inches to the place of beginning.

TOGETHER WITH the wall thereon to be held in common with the premises adjacent thereto on the South.

Also being 16.5 feet off the entire South side of Lot Number 80 as marked on the Original Plat of the Town, now City, of Marion, Ohio.

135 S. Main Street Marion, Ohio

PPN: 123010001800 (part of Lot 79)

EXHIBIT B

Project Plan for The Brickyard on Main, LLC

The real property owned by The Brickyard on Main, LLC, the legal description of the property is set forth on the attached Exhibit A, will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The Project is expected to consist of the following energy efficiency elements:

1. Roofing
2. HVAC
3. Hot Water Tank
4. Windows
5. LED Lighting

Total project cost: \$154,000.00

Total cost including financing and other charges: \$183,278.79

Total direct loan payments to be collected: \$4,311.99

Total assessment payments to be collected: \$259,193.18

Estimated Annual assessment payment: \$18,513.80

Estimated semi-annual special assessments for 14 years*: \$9,256.90

Number of semi-annual installments: 28

First annual installment due: January 31, 2020

**Note: Marion County will add 2% processing charge to the annual assessment amount.*

County Taxable Year	Total Annual Assessment Parcel 12-301000-1800	Year Payments Are Due	1st Half (Due 1/31)	2nd Half (Due 7/31)
2019	\$18,513.80	2020	\$9,256.90	\$9,256.90
2020	\$18,513.80	2021	\$9,256.90	\$9,256.90
2021	\$18,513.80	2022	\$9,256.90	\$9,256.90
2022	\$18,513.80	2023	\$9,256.90	\$9,256.90
2023	\$18,513.80	2024	\$9,256.90	\$9,256.90
2024	\$18,513.80	2025	\$9,256.90	\$9,256.90
2025	\$18,513.80	2026	\$9,256.90	\$9,256.90
2026	\$18,513.80	2027	\$9,256.90	\$9,256.90
2027	\$18,513.80	2028	\$9,256.90	\$9,256.90
2028	\$18,513.80	2029	\$9,256.90	\$9,256.90
2029	\$18,513.80	2030	\$9,256.90	\$9,256.90
2030	\$18,513.80	2031	\$9,256.90	\$9,256.90
2031	\$18,513.80	2032	\$9,256.90	\$9,256.90
2032	\$18,513.80	2033	\$9,256.90	\$9,256.90
Total Assessment	\$259,193.18			

Pursuant to Ohio Revised Code Chapter 323, the Assessment Payment Dates identified in this Exhibit B to the Plan are subject to adjustment by the Marion County Fiscal Officer under certain conditions. The County Fiscal Officer of Marion County, Ohio may impose a special assessment collection fee with respect to each Semiannual Assessment payment. If imposed, this special assessment collection fee will be added by the County Fiscal Officer of Marion County, Ohio to each Semiannual Assessment payment.