

ORIGINAL

ENERGY PROJECT AGREEMENT

WHEREAS, the Nancy K. Klewer Trust with an address of 138 S. Reynolds Road, Toledo, Ohio 43615 (“Owner”) and Asset Protection Corporation, an Ohio for profit corporation with offices at 5211 Renwyck Drive, Toledo, Ohio 43615 (“Lessee”) (jointly as “Parties”), have made application to the Northwest Ohio Advanced Energy Improvement District (“the District”) for financing a certain special energy improvement project (“Energy Project”), more particularly described in Parties’ application (“Application”); and

WHEREAS, the Energy Project has an overall estimated cost of One Hundred Ten Thousand Nine Hundred Eighty Dollars (\$110,980.00) (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 District has agreed to finance; and

WHEREAS, Parties request that the Energy Project be financed 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 District agrees to undertake the financing of the Energy Project through Special Assessments upon the condition that the Parties agree to impose the Special Assessments upon the Property and provide full cooperation with and assistance to the District and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the District to provide financing for the Energy Project, the Parties agree 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 12th day of November 2019, the Parties and the District do hereby enter into this Energy Project Agreement (“Agreement”) as follows:

1. Consent to Special Assessments. The Parties consent to the imposition of Special Assessments upon the Property, which is commonly referred to as 138 S. Reynolds, Toledo, Ohio 43615 which consists of the following county auditor parcel(s): 13-21837. 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 Parties consent to the imposition of the Special Assessments with respect to those parcels as well. The Parties acknowledge 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 Chapters 727 and 1710 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. Parties acknowledge 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 Parties agree 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 District for all costs, including financing costs, for the Energy Project.

2. Agreement to Cooperate. Parties agree to provide full and timely cooperation to the District and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the District, the Toledo-Lucas County Port Authority, the City of Toledo, the Lucas County Auditor, and the Lucas County Treasurer, so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Parties agree to apply to the District for approval of its Energy Project and for admission as a member of the District. The Parties 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 Parties agree to provide on-going cooperation with the District 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. In the event the Property is located in a political subdivision that is not, as of the date of this Agreement, within the jurisdiction of the District, the Parties will cooperate with the District in seeking to expand that jurisdiction of the District to include the political subdivision in which the Property is located, including petitioning for such expansion.

3. Execution of Documents; Appointment of Agent. Upon the request of the District, the Parties shall execute 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 Parties hereby irrevocably appoint the District's Chairperson, or such other individual as the District may name from time to time, as the Parties' attorney-in-fact and agent with full and complete authority to execute all such Documents, including but not limited to the petition for Special Assessments, on behalf of the Parties and to bind the Parties and the Property to the Special Assessments, including making all waivers of hearings and notices concerning the Special Assessments; provided principal portion of the Special Assessments shall not exceed the Loan Amount (as defined in the Loan and Security Agreement) and such Special Assessments shall not exceed the amount of the Special Assessments described on Exhibit B.

Without limiting the generality of the foregoing grant of authority, the Parties grant the District full irrevocable power and authority in the place of Parties and in the name of Parties or in District'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 Parties' 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 District the full benefit of this Agreement, in each

case as District may from time to time deem advisable, Parties hereby agreeing that District shall owe no duty whatever to Parties 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, Parties hereby irrevocably authorize District, 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 Parties' behalf, at Parties' expense and without Parties' 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 District 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 District 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 Parties.

4. **Waiver of Certain Rights.** The Parties acknowledge 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, the Toledo City Charter and the Toledo Municipal Code (collectively, "Assessment Rights"). The Parties hereby irrevocably waive all Assessment Rights and consent to the imposition of the Special Assessments immediately or at such time as the District determines to be appropriate, and the Parties expressly request the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessment upon the Property. The Parties further waive: 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 acting thereunder; and the right to file a claim for damages as provided in Revised Code section 727.18 and Toledo Charter section 201.

5. **Representations and Warranties.** The Parties represent and warrant that:

- A. The Parties consist of an existing trust and a for profit corporation in good standing;
- B. The Parties own the Property in fee simple absolute, and has the full legal authority to subject the Property to the Special Assessments;
- C. The Parties 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 Parties are a party, either jointly or individually; and
- E. All of the factual statements concerning the Parties contained in the Application and in this Agreement are true and accurate to the best of the Parties' knowledge and belief and if there is a material change in the accuracy or truthfulness of any such factual statement, the Parties will promptly disclose the same to the District.

6. **Assignment; Third Party Beneficiaries.** The Parties may assign this Agreement without the consent of the District, in accordance with the terms and conditions set forth in that certain Loan and Security Agreement by and between the parties of even date herewith. The District may assign this Agreement, or any portion of its benefits or obligations, freely to another party, with or without the consent of the Parties.

7. **Default.** If any of the following events shall occur, it shall be deemed a default (“Default”) under this Agreement and the District shall be entitled to avail itself of any rights or remedies under this Agreement and any rights or remedies provided under law:

- A. The Parties fail to pay an installment of any Special Assessment when due.
- B. The Parties fail to perform any other obligation under this Agreement and the failure continues for a period of ten (10) days after written notice from the District.
- C. The Parties are in breach of any of its representations or warranties under this Agreement.
- D. The Parties abandon the Property.
- E. The Parties commit waste upon the Property.
- F. The Parties become 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.

In the event of a Default, then, in addition to any other remedy the District may have, the District may recover from Parties all damages it incurs by reason of the Default, including its 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 Parties acknowledge 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 herein, 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 parties.
- D. The Parties acknowledge that they have had an opportunity to review this Agreement and to be advised by an attorney of their choosing as to the Agreement’s terms, conditions and provisions. The Parties are entering into this Agreement knowingly and voluntarily.
- E. The District and the Parties are, in relation to one another, independent contractors and not agents of one another, except to the extent the District is authorized to act

on behalf of the Parties 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 Parties acknowledge that the District has been created under provisions of the Revised Code and that the District's authority, as well as the authority of its employees, agents and representatives is limited under law.
- G.** The District may cause this Agreement to be recorded in the office of the Lucas County Recorder. 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 District.
- H.** The Parties will provide written notice to the District of any sale or transfer of the Property.
- I.** The Parties 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.
- J.** The Parties acknowledge 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 Auditor of Lucas County, as provided by law, to be placed by the Auditor on the tax list and duplicate and collected as other taxes are collected in such number of semi-annual installments as determined by the District 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 Parties waive and authorize the District 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 District having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the District will provide a release of this Agreement and cause the same to be recorded in the office of the Lucas County Recorder.
- 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.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

PARTIES:

Nancy K. Klewer Trust

By: Nancy K Klewer

Date: 11/12/19

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the 12th day of November, 2019 personally appeared before me, a notary public in and for the State of Ohio, Nancy K. Klewer, Trustee of the Nancy K. Klewer Trust who acknowledged that she will execute the foregoing Energy Project Agreement on behalf of the Nancy K. Klewer Trust and that the same was the free act and deed of said Nancy K. Klewer Trust.



JODI M. RABQUER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 07-22-2024

Jodi M Rabquer
Notary Public

Asset Protection Corporation

By: Kim Klewer

Date: 11/12/2019

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the 12th day of November, 2019 personally appeared before me, a notary public in and for the State of Ohio, Kim Klewer, President and CEO of Asset Protection Corporation who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of Asset Protection Corporation, and that the same was the free act and deed of said Asset Protection Corporation.



JODI M. RABQUER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 07-22-2024

Jodi M Rabquer
Notary Public

DISTRICT:

The Northwest Ohio Advanced Energy Improvement District

By: 
Kevin Moyer, Chairperson

Date: 11/12/19

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the 12th day of November, 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.


Notary Public



JODI M. RABQUER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 07-22-2024

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Situated in the City of Toledo, County of Lucas, State of Ohio, described as follows:

Lots 12 and 13 in Renwyck Amended Plat, as recorded in Plat Volume 75, Page 9, City of Toledo, Lucas County, Ohio.

EXCEPTING THEREFROM:

A parcel of land being part of Lot 13 in Renwyck Amended Plat, as recorded in Plat Volume 75, Page 9, City of Toledo,

Lucas County, Ohio, bounded and described as follows:

Beginning at the Northwest corner of said Lot 13;

Thence South 89 degrees, 49 minutes, 04 seconds East along the North line of said Lot 13, a distance of 30.00 feet to a point;

Thence South 00 degrees, 12 minutes, 00 seconds West along a line that is parallel with the West line of said Lot 13, a distance of 200.00 feet to a point on the South line of said Lot 13;

Thence North 89 degrees, 49 minutes, 04 seconds West along the South line of said Lot 13, a distance of 30.00 feet to the Southwest corner of said Lot 13;

Thence North 00 degrees, 12 minutes, 00 seconds East along the West line of said Lot 13, a distance of 200.00 feet to the point of beginning; said exception containing 6,000 square feet of land, more or less.

Parcel No. 13-21837

EXHIBIT B

Project Plan for the Nancy K. Klewer Trust

The real property owned by the Nancy K. Klewer Trust, at 138 S. Reynolds Road, Toledo, Ohio 43615, serves as a personal residence. The legal description of the property is set forth on the attached Exhibit A. The property will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The energy efficiency savings for the project are expected to be 15% or more annually and consist of the following energy efficiency elements:

1. LED Lights
2. (4) Roof Top Units

Total project cost: \$110,980.00

Total cost including financing and other charges: \$131,324.33

Total assessment payments to be collected: \$147,687.30

Total direct payments to be collected: \$11,635.69

Annual assessment payment: \$ 16,409.70

Estimated semi-annual special assessments for 9 years: \$ 8,204.85

Number of semi-annual installments: 18

First annual installment due: January 31, 2021

**Note: Lucas County will add 1% processing charge to the annual assessment amount.*

County Taxable Year	Total Annual Assessment Parcel 13-21837	Year Payments Are Due	1st Half (Due 1/31)	2nd Half (Due 7/31)
2020	\$ 16,409.70	2021	\$8,204.85	\$8,204.85
2021	\$ 16,409.70	2022	\$8,204.85	\$8,204.85
2022	\$ 16,409.70	2023	\$8,204.85	\$8,204.85
2023	\$ 16,409.70	2024	\$8,204.85	\$8,204.85
2024	\$ 16,409.70	2025	\$8,204.85	\$8,204.85
2025	\$ 16,409.70	2026	\$8,204.85	\$8,204.85
2026	\$ 16,409.70	2027	\$8,204.85	\$8,204.85
2027	\$ 16,409.70	2028	\$8,204.85	\$8,204.85
2028	\$ 16,409.70	2029	\$8,204.85	\$8,204.85
Total Assessment	\$147,687.30		\$147,687.30	

* Pursuant to Chapter 323 of the Ohio Revised Code, the Special Assessment Payment Dates identified in this Schedule of Special Assessments are subject to adjustment by the Auditor of Lucas County, Ohio, Ohio under certain conditions.

** The Auditor of Lucas County, Ohio may impose a special assessment collection fee with respect to each Special Assessment payment. If imposed, this special assessment collection fee will be added by the County Fiscal Officer of Lucas County, Ohio to each Semiannual Assessment payment.