



PROGRAM GUIDELINES

AUGUST 2021

Welcome Letter



The Oklahoma C-PACE Program is proud to offer C-PACE to interested counties across the state. The Oklahoma C-PACE Program is offered at no cost to participating counties, streamlines the administrative process by offering a consistent set of program guidelines, keeps costs low for program participants, and allows broad participation from accredited capital providers and contractors.

C-PACE is a form of long-term financing enabled by state and local law. C-PACE drives private sector investment in local communities, improves commercial property values, reduces energy and water expenses, creates jobs, and provides environmental benefits by conserving natural resources. C-PACE is used to lower the upfront costs of energy-efficiency, water conservation, or resiliency improvements to commercial properties and allows the full cost of these improvements to be amortized over an extended repayment period.

As you consider whether C-PACE is the right tool for your project, there are several questions you can ask to determine if your project may be eligible for C-PACE financing:

- **Is my property an eligible property type?** C-PACE is available for commercial properties. Commercial properties may include industrial, agricultural, office, multifamily (with a minimum of five dwelling units), nonprofits, etc. Government-owned properties, single-family residential properties, and properties located in residential zones are not eligible for C-PACE in Oklahoma.
- **Is C-PACE authorized in the county where the project is located?** Participating counties are listed on the program website. To participate, a county must pass a resolution to enable C-PACE. If your county is not currently a participant, please look at the website www.oklahomacpace.org to find more information on how a county can join the program.
- **Are my planned improvements eligible?** Improvements must be permanently affixed energy sources (such as solar or batteries), energy-efficiency improvements, water conservation improvements, or resiliency improvements made on an eligible property.

If you answered yes to all of the above questions, we invite you to read on and learn more about Oklahoma C-PACE to further determine if this program can help bring your project to fruition.

This Program Guidelines is intended to provide a step-by-step guide to assist you in understanding and navigating the Oklahoma C-PACE process. If you have questions as you read through it, please feel free to reach out to our staff and we will be happy to assist.

On behalf of the team working to bring this innovative tool to Oklahoma, we thank you for your interest in the Oklahoma C-PACE Program!

Definitions

Act – The Oklahoma Energy Independence Act, 19 O.S. §§ 460.1 – 460.7, specifically, 19 O.S. § 460.5

Annual Assessment – The portion of the C-PACE financed amount that is due in a particular year inclusive of all accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or administrative expenses related to the C-PACE financing.

Certificate of Eligible Improvements – A form completed by a Qualified Professional and submitted as part of an application for C-PACE financing, confirming the eligibility of the measures being financed through C-PACE in the subject project.

C-PACE Assessment – The aggregate amount of all Annual Assessments of the C-PACE financed amount.

C-PACE Lien – The C-PACE Assessment is a lien on the property as provided in the Act and the Program Resolution that shall run with the improved property and shall have the same priority and status as a lien for unpaid ad valorem real property taxes.

C-PACE Assessment Contract – A contract among the participating county, the property owner, and the capital provider in which a property owner consents to the levying and collection of the C-PACE Assessment to repay C-PACE financing and for which a private capital provider agrees to collect the C-PACE assessments and enforce the lien for an unpaid C-PACE assessment.

INCOG – Indian Nations Council of Governments (INCOG), a voluntary association of local and tribal governments in the Tulsa metropolitan area in northeast Oklahoma.

Oklahoma C-PACE Program – The Oklahoma C-PACE Program is a C-PACE program offered statewide serving the counties, property owners, capital providers, and contractors of Oklahoma. The Oklahoma C-PACE Program is administered by INCOG and was developed with the support of the Oklahoma Department of Commerce.

Program Guidelines – The Program Guidelines defines project eligibility in the Oklahoma C-PACE Program and describes the application process for eligible properties wishing to access C-PACE financing. The Program Guidelines was developed through a stakeholder process inclusive of the construction, real estate, and energy industries, state and local government, and the C-PACE industry.

Program Resolution – As authorized by the Act, participating counties must enact a resolution enabling C-PACE financing and opting into the Oklahoma C-PACE Program.

Qualified Professional – An individual holding appropriate certification (as described in this Program Guidelines) are considered a Qualified Professional for the preparation and submission of a Certificate of Eligible Improvements for energy efficiency, water conservation, building resilience, or energy source improvements.

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For fillable copies of the Exhibits, please visit www.oklahomacpace.org

About C-PACE

Commercial Property Assessed Clean Energy (C-PACE) financing is a form of long term, low-interest rate financing enabled by state and local law. C-PACE financing drives private sector investment in local communities, improves commercial property values, reduces energy and water expenses, creates jobs, and provides environmental benefits by conserving natural resources.

Enabled through the Oklahoma Energy Independence Act, 19 O.S. §§ 460.1 – 460.7, specifically, 19 O.S. § 460.5 (the “Act”), counties may establish a C-PACE program within the boundaries of their jurisdiction and allow qualifying property owners to voluntarily request that the county impose and levy an assessment on their property to secure private financing from a private capital provider to fund eligible improvements. In the C-PACE financing structure, private capital providers finance up to 100% of all direct and indirect costs associated with eligible improvements, which include permanently affixed energy sources or energy-efficiency, water conservation, or resiliency improvements made to an eligible property. Financing is repaid over the full useful life of the improvements, typically fifteen years or longer.

The terms of C-PACE financing are set between the property owner and the capital provider. Unpaid assessment payments constitute a lien that runs with the property and has the same priority and status as a lien for unpaid ad valorem property taxes. The C-PACE lien is not extinguished by virtue of a sale by the county for delinquent property taxes or other special assessments. As a result, the C-PACE repayment obligation can transfer smoothly to the next owner if the property is sold. In the event of default, only the payments in arrears come due.

With C-PACE, property owners renovating their building can immediately enjoy the operating savings from C-PACE projects and spread the costs of installation over an extended period. For developers, C-PACE can provide a lower cost of funds and help close financing gaps. For landlords whose tenants have a triple-net lease, certain leases allow the pass through of assessments, solving the issue of split-incentives between tenants and landlords. Finally, while C-PACE assessments are transferable to future owners, they are viewed as secure investments by private capital providers because the payment is tied to the property as an assessment, a secure payment stream.

Benefits of C-PACE for Property Owners

C-PACE is a reliable source of affordable financing for property owners to make money-saving and energy-saving improvements to their buildings. For example, C-PACE financing can be used to procure and install energy-efficient, triple-glazed windows for their storefronts that reduce heat transmission, high-efficiency HVAC models, interrelated systems that synergize temperature control and lighting, and much more. C-PACE is an effective tool for defraying upfront cash expenses. Fixed interest rates for C-PACE financing are competitively set by the market, typically requiring no down payment. No personal or corporate guarantees are required for C-PACE financing.

Benefits of C-PACE for Local Governments

C-PACE boosts the economy and creates jobs by stimulating private investment in C-PACE-enabled communities. Many architectural and development trends point to the marketability of “green buildings.” and older buildings require renovation or redevelopment. Oklahoma C-PACE requires no government funding with minimal administrative lift from local governments because the participating capital providers bill, collect as well as enforce any delinquent assessment payments.

Benefits of C-PACE for Capital Providers

Capital providers see in C-PACE a highly reliable, long-term investment. Capital for C-PACE projects routinely runs into the hundreds of thousands to millions of dollars. The capital provider's investment is secured by the value of the real estate through a senior assessment lien on the property. Assessments are billed and collected directly from the borrower by the capital provider using an established repayment schedule agreed upon by both parties.

Benefits of C-PACE for Mortgage Holders

C-PACE projects typically boost net operating income by funding improvements that reduce a building's operating costs. The resultant operational savings typically exceed the annual assessment. Increased cash flow from C-PACE projects can improve debt service coverage ratios for mortgage holders and boost asset value. For new construction, C-PACE financing offers lower interest rates than preferred equity or mezzanine debt, with longer maturities, helping projects to fill gaps in the capital stack and achieve a lower overall blended cost of capital. C-PACE assessments are non-accelerating in the event of a payment default or delinquency. Only past-due assessments are enforced through the C-PACE lien. The remaining payments are the obligation of the titleholder to the property, and those payments come due on the original payment schedule.

Benefits of C-PACE for Contractors

C-PACE finances 100% of all direct and indirect costs associated with eligible energy improvement projects, inclusive of a contractor's time and resources to design and install those improvements. For contractors, C-PACE financing is a way to pitch deeper energy retrofits and to sell green building design features that may otherwise be value-engineered out of a development project.

Program Information

About the Oklahoma Commercial PACE Program (“Oklahoma C-PACE”)

The Oklahoma C-PACE Program was designed by INCOG in partnership with PACE Financial Servicing and Oklahoma stakeholders from local government, the commercial real estate industry, energy and building construction trades, and the lending industry. The Oklahoma C-PACE Program provides a blueprint for Oklahoma’s counties to establish C-PACE in their jurisdiction in a uniform manner by utilizing standard enabling ordinances, form contracts, applications, and this Program Guidelines. Uniform C-PACE programs foster commercial uptake. As property owners and contractors operate across county lines, one set of contracts and program rules encourages participation and reduces market barriers.

About the Program Sponsor & Administrator: INCOG

INCOG is a voluntary association of local and tribal governments in the Tulsa metropolitan area in northeast Oklahoma. Established in 1967, INCOG is one of 11 Councils of Governments in the State of Oklahoma. INCOG provides planning and coordination services to assist in creating solutions to local and regional challenges in such areas as comprehensive planning, transportation, community and economic development, environmental quality and energy programs, public safety, and services for older adults. INCOG serves Creek, Osage, Rogers, Tulsa, and Wagoner counties, more than 50 cities and towns located in those counties, and the Cherokee, Muscogee (Creek), and Osage Nations.

Partnering with the Oklahoma Department of Commerce, the Oklahoma Office of the Secretary of Energy & Environment, and other stakeholders, INCOG has developed the Oklahoma C-PACE Program (including a uniform set of enabling legal documents and best practice program administrative procedures) that can be adopted by any county in Oklahoma.

This Program Guidelines is the product of input from INCOG’s Steering Committee, and over 175 stakeholders from County governments, commercial real estate owners and developers, energy and construction firms, private capital providers, and other partners.

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Eligibility Requirements for Oklahoma C-PACE

Eligible Property Owners

The Oklahoma C-PACE Program is a voluntary program available to property owners with eligible properties located within a participating county. Only property owners who voluntarily participate in the program and enter into a C-PACE assessment contract will have a C-PACE assessment imposed on their property. To be eligible to participate in the program, a property owner will be required to provide evidence or certify that:

- The applicant for C-PACE financing is the legal owner of the property seeking financing. Additionally:
 - If the applicant will become the owner of the property concurrently upon closing of the C-PACE financing, evidence showing such anticipated transfer reasonably satisfactory to the program administrator will be required. An example of such evidence may include a title insurance policy documenting the requisite conditions of sale and conveyance of the property that are consistent with eligibility requirements of the Program). A C-PACE Assessment Contract will not be recorded against a property for which the property owner subject to such C-PACE Assessment Contract is not the legal owner of the property).
- No proceedings are pending in which the property owner may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from all of the property owner's debts or obligations, or be subjected to a reorganization or readjustment of the property owner's debts. The property owner must also certify that the property owner is not currently involved in bankruptcy proceedings.
- The property owner is not a party to any litigation or administrative proceeding of any nature that, if successful, would challenge or question the validity or enforceability of the C-PACE assessment and financing agreement or any other documents executed by property owner in connection with the property owner's participation in the Oklahoma C-PACE Program.

Note: Leasehold interests are not currently eligible for C-PACE financing.

Eligible Properties

C-PACE financing is available only on commercial properties (office, retail, multifamily, warehouse, hospitality, agricultural, industrial, mixed use, etc.) located within a participating county. This includes for-profit businesses and non-governmental, tax-exempt properties such as those owned by nonprofit agencies, private schools, religious institutions, and hospitals. Publicly owned properties and properties zoned as residential¹ are not eligible for C-PACE at this time. Condominiums must meet zoning requirements and the conditions outlined in "Multiple Parcel IDs" (below).

Eligible Property Location

¹ To determine whether a property is zoned as residential, please visit the assessor's website or contact the office of the county assessor for the county in which the property is located. Most assessor's websites have a property search function.

To be eligible, the property must be located in a participating county and have a property parcel number.

Ineligible Property Types

Single-family residential property and property owned by local, state, or federal government is not eligible. Property located in areas zoned as residential is ineligible at this time.

Multiple Parcel Numbers

For C-PACE projects encompassing multiple parcel numbers, the application must list all parcels that are intended to secure the assessment. The application materials and supporting documents must be provided for or cover all assessed parcels. Properties with multiple parcel numbers may not qualify for C-PACE financing if any one parcel number does not meet the eligibility requirements of the program.

Property Taxes and Other Obligations

To be eligible for C-PACE financing, the property owner must be current in the payment of all obligations secured by the subject property, including property taxes, special assessments, special taxes or any other tax liens. Evidence must be provided of current property taxes and assessments or public records may be reviewed to verify compliance with this requirement.

Eligible C-PACE Projects

All eligible C-PACE projects must meet the following criteria:

- C-PACE financing terms shall not exceed the expected life of the proposed improvement. For projects that include multiple improvements, the term of C-PACE financing may not exceed the weighted average useful life of the improvements financed.
- C-PACE financed improvements must be permanently affixed to the real property and the property owner must leave the improvements with, affixed, or attached to, the property during the term of the C-PACE assessment contract.

Note: Energy sources subject to third-party ownership contracts, such as power purchase agreements (PPAs) or leases, are not currently eligible for C-PACE financing.

C-PACE projects are eligible for existing buildings or the construction of new buildings, subject to the eligibility requirements described below.

C-PACE projects can qualify for and receive additional rebates and incentives from utility-based clean energy and water conservation programs, and other sources. Applicants are encouraged but not required to obtain all available government, utility provider or manufacturer rebates, and incentives to reduce the project cost.

Eligible Improvements

The types of improvements listed below are eligible for C-PACE financing. Examples of each improvement type are provided for context only and do not exhaustively list all such eligible improvements. Additional project-specific eligibility requirements are described in the Certificate of Eligible Improvements described below.

Energy Efficiency

Permanently affixed appliances or improvements that reduce a property's energy consumption or that enable the property to operate more energy efficiently are eligible for financing. Examples of eligible energy efficiency improvements include:

- High-efficiency lighting;
- Heating ventilation air conditioning (HVAC) upgrades;
- New automated building and HVAC controls;
- Variable speed drives (VSDs) on motors, fans and pumps;
- High-efficiency chillers, boilers and furnaces;
- High-efficiency water heating systems;
- Combustion and burner upgrades;
- Heat recovery and steam traps;
- Building enclosure/envelope improvements; and
- Building automation (energy management) systems.

Energy Sources

Permanently affixed appliances or improvements, including a product, device, or interacting group of products that uses energy technology to generate electricity, provide thermal energy, or regulate temperature; are eligible for financing. Examples of eligible energy source improvements include:

- Solar photovoltaic array;
- Solar thermal capture system;
- Wind Power systems;
- Geothermal energy systems;
- Fuel Cell technologies and combined heat and power applications;
- Systems to capture and/or utilize methane from wastewater treatment facilities, landfills, food waste, and similar processes;
- Biomass energy recovery systems and facilities or agricultural/anaerobic digesters; and
- Non-combustion-based equipment that converts biomass to energy.

Water Conservation

Permanently affixed appliances or improvements that reduce a property's water consumption or that enable the property to manage water more efficiently shall be eligible for financing. Examples of eligible water conservation improvements include:

- Cooling towers, condensers, and steam boilers;
- Technology that reduces/recycles industrial water consumption;
- Drought/heat tolerant or otherwise irrigation free landscaping, such as a Xeriscape;
- Pumping equipment; and
- Low flow toilets and shower heads.

Building Resiliency

Appliances or improvements that are permanently affixed to the property and that improve building resiliency shall be eligible for financing. Examples of eligible building resiliency improvements include:

- Tornado shelters and safe rooms, burying power lines, reinforcing doors, windows, and walls with large missile impact rated systems, and the installation of lightning protection systems;

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- Tornado community safe rooms (i.e. buildings or portions thereof that have been designed and constructed to the criteria set forth in FEMA P-361 Guidance for Community and Residential Safe Rooms;
- Storm/wind hardening measures qualifying under IBHS's IBHS' FORTIFIED Commercial™ Wind Standards, a set of building requirements to make new and existing commercial buildings stronger against severe weather, including high winds, derechos, thunderstorms, EF01 and EF1 tornados, and hail;
- Energy storage such as batteries, vehicle to grid projects, and other commercially available innovative projects;
- Flood resistance measures such as installing, re-routing, or increasing the capacity of a storm drainage system, installing generators, pumps and backflow devices, securing above ground tanks, waterproofing exterior walls and windows, adding measures to equilibrate hydraulic loading on walls, and elevating structures, utilities, mechanical devices and appliances;
- Stormwater management using low-impact development (LID) methods to reduce the volume of runoff or improve water quality such as permeable pavement, green roofs, rain gardens, cisterns, or bioswales;
- Modifications to allow for use of buildings during public health emergencies or pandemics; and
- Earthquake and seismic hardening such as updating to the International Building Code (IBC), bracing and securing cabinets, generators, elevators and vital equipment, installing emergency shutoff valves on gas and water lines, installing window film and shatterproof glass, and anchoring roof mounted equipment (i.e., HVAC, antennas, etc.).

Eligible Improvements – Additional Requirements

Baseline Assumptions for Energy, Water, and Building Resilience

Property owners will be required to submit a Certificate of Eligible Improvements from a Qualified Professional certifying the eligibility of an improvement for a C-PACE project (see template in Exhibit E). The Qualified Professional must certify that the proposed improvements constitute the installation of an eligible energy source and/or an improvement over a baseline energy use, water use, or resiliency threshold, as applicable.

- For energy source or energy efficient retrofits to existing properties, the baseline threshold is the energy usage of the property or the efficiency level of the improvements that are being replaced. For energy source or energy efficiency improvements in new construction, the baseline threshold is the local building code where the property is located.
- For water conservation retrofits to existing properties, the baseline threshold is the water usage of the property or the efficiency level of the improvements that are being replaced. For water conservation improvements in new construction, the baseline threshold is the current building code required for the property.
- For resiliency retrofits to existing buildings, the baseline threshold is the current condition of the property as related to the resiliency improvement proposed, e.g. the proposed improvement is designed to enhance the resiliency of the building over its current condition. For resiliency improvements in new construction, the baseline threshold is the current building code required for the property.

Supporting Documentation for Retrofits and New Construction

Qualified Professionals must certify that they are in receipt of and have reviewed appropriate documentation (e.g. minimum code requirements; equipment specifications or building design drawings/modeling; permit applications; or ASHRAE Level 1 assessment/energy assessment, as applicable) to determine that each proposed improvement meets the eligibility criteria of this Program Guidelines. Such underlying documents and analysis will **not** be submitted as part of the application. General parameters and best practices for such requisite documentation and analyses are included in the “General Resources” at the end of this document.

For all energy sources, water conservation improvements, and energy efficiency improvements in **new construction projects**, a Qualified Professional must:

1. Specify that he or she has reviewed documentation demonstrating each proposed improvement independently exceeds the local building code; 100% of the eligible costs – as defined below – for such itemized improvements may be funded under the Oklahoma C-PACE Program **OR**
2. Specify that they are in receipt of and have reviewed a whole building energy model prepared following a methodology consistent with ASHRAE 90.1 Appendix G guidelines and calculated using a U.S. Department of Energy-approved building energy modeling software or detailed engineering calculations demonstrating that the whole building exceeds the local building code; for buildings designed to exceed the minimum baseline requirements for energy and/or water on a whole building basis, 100% of all eligible costs – as defined below – associated with energy or water-related (respectively) building construction may be funded under the Oklahoma C-PACE Program.

For building resiliency improvements in new construction projects, the Qualified Professional must follow the first method described above. This may include the use of such resilience standards and model codes as have been developed by ASCE, FEMA, ICC, IBHS, NIBS, NSSA or other nationally recognized professional engineering or building science research organizations.

Program Impact

The Qualified Professional is encouraged to provide energy, water, and monetary savings to be achieved by the C-PACE project, as further described in the Certificate of Eligible Improvements. Such information is for the purposes of Oklahoma C-PACE program reporting and will not be made public for any particular property.

Accreditation Requirement for Qualified Professionals

Any Certificate of Eligible Improvements must be prepared by a Qualified Professional as defined herein. Individuals holding one or more of the following certifications are considered a Qualified Professional for the preparation and submission of a Certificate of Eligible Improvements for energy efficiency, water conservation, or energy source improvements:

- Building Energy Assessment Professional (BEAP);
- Building Energy Modeling Professional (BEMP);
- Certified Building Energy Assessment Professional (BEAP) (offered by ASHRAE);
- Certified Energy Auditor (CEA) (offered by Association of Energy Engineers [AEE]);
- Certified Energy Manager (CEM) (offered by AEE);
- Certified FORTIFIED Commercial™ Evaluator (offered by IBHS);

- Certified GeoExchange Designer (CGD);
- Certified High-Performance Building Design Professional (HBDP) (offered by ASHRAE);
- Certified Measurement and Verification Professional (CMVP) (offered by AEE and Efficiency Valuation Organization);
- Investor Confidence Project (ICP) Quality Assurance Assessor;
- Investor Confidence Project (ICP) Project Developer;
- LEED Accredited Professional;
- Licensed Architect;
- Licensed Professional Engineer (P.E.); and
- North American Board of Certified Energy Practitioners (NABCEP) (for solar PV only, a design specialist certification is acceptable).

A Qualified Professional reviewing stormwater management and most resiliency measures for project eligibility must be a licensed professional engineer (P.E.). Analysis of specific floodproofing or other types of flood mitigation measures may be performed by a company specialized in this kind of work if approved by the program administrator in advance.

The name, firm name, and credentials of all professionals shall be included in the Certificate of Eligible Improvements. Other professionals may be approved for preparation of the Certificate of Eligible Improvements, at the discretion of the program administrator.

Refinancing Using C-PACE

Completed installations of eligible improvements are eligible for C-PACE refinancing. C-PACE refinancing is C-PACE financing that closes *after* the property owner completes the installation of an eligible improvement. Typically, property owners can access permanent financing either as a source of construction funds or after completion and stabilization of the project. C-PACE financing is eligible at both phases.

C-PACE refinancing is subject to the following requirements:

1. Projects must satisfy the same eligibility requirements and application requirements as other C-PACE projects.
2. All such C-PACE refinancing must close within twenty-four (24) months of the installation of the eligible improvements.
3. For any such C-PACE refinancing project, the term of the C-PACE financing will account for any of the eligible improvement's life that has elapsed between the time of installation and the close of C-PACE financing. For example, if C-PACE financing is funded one year after installation of the improvement(s), the eligible term of the financing will be reduced by one year.

Eligible C-PACE Project Costs

C-PACE financing may cover direct costs required to install eligible improvements included in the C-PACE project as well as indirect costs required to develop and finance the installation.

Eligible direct costs include all improvement costs necessary to complete the installation, such as the installation/construction contract amount (materials, labor and overhead) and any required ancillary cost incurred in order to complete the installation of an improvement. Examples of eligible ancillary costs are

roof structural improvements necessary to allow the installation of a roof mounted solar PV array and building electrical upgrades necessary to install an efficient HVAC system or efficient lighting. All such ancillary costs are subject to the Program review and approval.

Eligible indirect costs may include the cost of the following: engineer's energy survey, other required design and engineering, project development fees, program fees, permit fees, surveys, legal fees, capital provider fees, other third-party reports, financing fees, interest reserves, and capitalized interest.

Participating C-PACE Capital Providers

The Oklahoma C-PACE Program operates an open market program whereby property owners have the flexibility to select their preferred C-PACE capital provider. The open market model gives property owners access to a range of private capital providers that offer competitive rates and financing terms and conditions. No exclusivity will be provided to C-PACE capital providers, and the applicants will retain the right to choose the type and provider of financing that works best for their business needs.

All capital providers should have the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment billing and collection. **Capital providers will be required to bill annual C-PACE assessment payments and collect those payments. Counties will not bill and collect C-PACE assessment payments on behalf of the capital provider.**

Any capital provider interested in offering C-PACE financing is required to register as a C-PACE capital provider to participate in the Oklahoma C-PACE Program. The process for becoming a qualified C-PACE capital provider is described in detail on the Oklahoma C-PACE website at www.oklahomacpace.org.

Mortgage Lender Consent

The Oklahoma C-PACE Program requires property owners to provide to the program administrator a copy of the written consent of the current holder of any existing mortgages secured by the subject property in a form substantively similar to that of Exhibit D prior to closing. The program administrator may provide conditional approval of an application submitted without requisite executed mortgage lender consent forms subject to receipt by the program administrator of any such consent forms prior to closing. The purpose of the mortgage lender consent is to:

- Provide notice to the existing mortgage holder that the property owner is proposing the property participate in the Oklahoma C-PACE Program and obtain the existing mortgage holder's consent to such participation.
- Request confirmation from the existing mortgage holder that the levy of the C-PACE assessment, subject to the C-PACE assessment contract, will not trigger an event of default or the exercise of any remedies under the mortgage loan documents or other security documents held by the existing mortgage holder.
- Advise the existing mortgage holder that the C-PACE financing will be enforceable by a lien on the property that has the same priority and status as a lien for unpaid ad valorem taxes, collected and enforced pursuant to the terms of an C-PACE Assessment Contract.

The property owner should consult with its C-PACE capital provider before approaching an existing mortgage holder. Many traditional lenders are not familiar with C-PACE financing and may misunderstand

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how it functions. In seeking existing mortgage holder consent, the property owner may find it helpful to inform existing mortgage holder(s) that in the event of C-PACE assessment payment default and enforcement action, the outstanding balance of the assessment will not accelerate and only the delinquent assessment payment amounts are enforced by the C-PACE lien. Property owners are encouraged to have the C-PACE capital provider attend the meeting with the existing mortgage holder.

Program Fees

The Oklahoma C-PACE Program reserves the right to modify the following fee structure at any time due to changes to program requirements or market factors.

Application Fee

INCOG charges the following fees to cover the basic administrative service to complete an Oklahoma C-PACE project as well as the ongoing oversight and program reporting to counties that enact Oklahoma C-PACE:

- A \$250 nonrefundable fee is due at the time the application is submitted to INCOG for review. This fee is to be paid before the program administrator will begin review of the final application.
- Closing fee of 1.25% of the sum of eligible costs financed through C-PACE, not including closing fees of the capital provider or capitalized interest, with a minimum required fee of \$2,500 and a maximum of \$50,000. The \$250 nonrefundable fee may be counted towards this closing fee.

Note: The \$250 application fee is waived for non-profit entities.

Application Fees are to be sent to INCOG. Checks should be made payable to Indian National Council of Governments, denoting Oklahoma C-PACE in the memo line, and sent to:

2 West 2nd Street, Suite 800
Tulsa OK, 74103

Wiring information available upon request.

Note: The foregoing fees generally cover the regular costs of the administration of the Oklahoma C-PACE Program. These costs and expenses do not include any specialized or extraordinary professional services that may be necessary should the circumstances of a particular C-PACE project require them. For example (and without limitation), should any participant in a C-PACE project submit substantive comments to the Oklahoma C-PACE program documentation (including but not limited to the C-PACE Assessment Contract, requesting a legal opinion from Oklahoma C-PACE counsel, or requiring other time and resource intensive review of a transaction), the property owner for such C-PACE project shall be responsible for covering such expenses at cost. These expenses may be paid out of the proceeds of the C-PACE financing. The program administrator will require evidence that such expenses will be paid before closing of C-PACE financing may proceed.

Applicants that have not identified a Qualified Professional to prepare the Certificate of Eligible Improvements may request INCOG to engage a Qualified Professional. INCOG will negotiate a fee for engaging such service directly with the applicant commensurate with the scope of proposed improvements.

County Fee

Pursuant to the enabling resolutions adopted by counties participating in the Oklahoma C-PACE program, County Treasurers that choose to enforce delinquent C-PACE assessments may collect fees for costs incurred related to such enforcement in an amount to be fixed by the Board of County Commissioners and deposited with the County Treasurer as required by law. Such fees shall be charged and collected separately from delinquent and outstanding C-PACE assessments.

Recording, Amendment & Assignment Fee

The capital provider will be responsible for payment of statutory filing and recording fees for the Assessment Contract. INCOG will specify these fees for each application and such fees will be distinct from the Application Fee and County Fee. After the initial recordation of a C-PACE Assessment Contract in the Oklahoma C-PACE program, capital providers and/or property owners will be responsible for the cost of recording subsequent assignments and amendments of the C-PACE Assessment Contract, as well as any release fees required by the County.

Capital Provider Fee

C-PACE capital providers may charge an origination fee to cover their cost of arranging the C-PACE financing. Any such fee shall be arranged and agreed to in an agreement between the capital provider and applicant. If applicable, a debt service reserve may be required.

Application, Closing, and Assessment Servicing

Application Process

To proceed with a C-PACE project, a property owner must complete the application process outlined below. Approval of the final application by the program administrator is a requirement prior to closing C-PACE financing.

1. Determine Eligibility

Property owners verify that their property is eligible for financing per the guidelines described in this Program Guidelines. If a property owner has any concerns about eligibility, he or she may contact the program administrator.

2. Identify Capital Provider, Develop Certificate of Eligible Improvements,

Applicants contact eligible C-PACE capital providers to secure acceptable C-PACE financing terms and conditions. Applicants are free to work with any capital provider that will provide financing in accordance with the program's eligibility requirements (see section on "Eligible C-PACE Capital Providers," above). The C-PACE capital provider will conduct its own review of the C-PACE project according to its underwriting requirements. The C-PACE capital provider can assist in obtaining mortgage holder consent and preparing other components of the application, such as obtaining a title summary.

Property owners develop and define an eligible C-PACE project. Applicants should engage a Qualified Professional at this point in the process, as previously described above and complete the Certificate of Eligible Improvements in a form substantively similar to that of Exhibit E. Applicants will work with their project development team to determine the final scope of improvements and eligible costs.

3. Obtain Mortgage Lender Consent

The property owner shall obtain written consent in a form substantively similar to that of Exhibit D from any mortgage holder prior to the issuance of C-PACE financing. See the section on "Mortgage Lender Consent" described above.

4. Submit Application with Supporting Documentation

The C-PACE application is accessible through the Oklahoma C-PACE website, and a PDF version is attached as Exhibit A of this Program Guidelines. The property owner may submit an application for C-PACE financing at any point after agreeing to financing terms from a private capital provider.

Along with a complete application form, property owners will be required to submit supporting documentation listed on the C-PACE application checklist (see Exhibit A), as applicable:

- Printout of current property search demonstrating legal ownership and parcel number for the property;
- Title report disclosing all current mortgage and mortgage holders on the property (the title report must be issued not more than 60 days prior to closing of the C-PACE financing And the applicant and capital provider are responsible for obtaining the report);
- Certification of eligibility executed by the property owner, certifying that no relevant proceedings are pending against the property owner, and that the property owner is not a party to any

litigation or administrative proceeding of any nature that would challenge or question the validity or enforceability of the C-PACE assessment (see: Exhibit B);

- Executed disclosure of risk affidavit, confirming the property owner’s understanding of the risks involved in accessing C-PACE financing (see: Exhibit C);
- Mortgage holder consent evidenced by written consent from all existing mortgage holders on the eligible property for the proposed C-PACE project (see: Exhibit D);
- Certificate of Eligible Improvements submitted by a Qualified Professional drafted in accordance with the requirements of this Program Guidelines (see: Exhibit E); and
- Capital provider offer to fund: applicant must provide documentation indicating that a capital provider has offered to provide C-PACE financing for the applicant’s C-PACE project (such documentation may be evidenced by a signed term sheet or commitment letter).

Once a complete application is received, the program administrator will review it for completeness and accuracy of the information and documents enclosed to ensure they comply with this Program Guidelines. The Program will provide the property owner with written notice of approval (or conditional approval) or written request for more information. If the property owner’s final application is incomplete, the Program will notify the property owner who will have the opportunity to complete any missing information. Upon resubmission of a completed application, the Program will complete its review and respond in writing with the results of its review of the final application.

5. Appeal Process

If an application is rejected because some portion of the C-PACE application is missing, incomplete, or insufficient, the program administrator will notify the applicant about which items were not provided or are insufficient or inaccurate on their face. If the project application and supporting documents comply with the Oklahoma C-PACE Program’s requirements and application checklist, the project application will be approved, and the approval communicated to the applicant.

If a project is rejected on technical grounds, the property owner may have a Qualified Professional prepare a letter of appeal, describing why the improvement(s) that has been rejected ought to qualify per this Program Guidelines. The program administrator will review this letter and will issue a final approval or rejection of the technical scope of the project.

6. Close Financing & Execute C-PACE Assessment Contract and Financing Agreement

Upon the approval of the application by the program administrator, a notice of approval will be sent to the property owner and its private capital provider. Upon receipt of the notice of approval, the property owner, and capital provider will provide the program administrator with the following documentation:

- A final, unexecuted copy of the financing agreement, as prepared by the C-PACE capital provider; if application fees are not included here as financed costs, the program administrator will request a sources and uses of funds or some other documentation reasonably satisfactory to the program administrator that the application fees will be paid;
- A final, unexecuted version of a power purchase agreement or lease, if applicable to the project; and
- A final, unexecuted C-PACE Assessment Contract using template Oklahoma C-PACE form.

The program administrator will review these documents to confirm that they comport with the Program Guidelines. Upon receiving such confirmation, the property owner and capital provider may proceed with closing of the C-PACE financing.

7. Recordation

The program administrator will submit the C-PACE Assessment Contract executed by the property owner to the County for signature and recording in the office of the County Clerk.

8. C-PACE Project Implementation

Following closing of the C-PACE financing and receipt of the proof of recording of the C-PACE Assessment Contract, the property owner and its agents may initiate construction of the C-PACE project or otherwise fund the C-PACE financing in accordance with the agreements with the C-PACE capital provider, the C-PACE Assessment Contract, and the installation contractor's contract.

9. Change Orders

All change orders that result in a substantial alteration of C-PACE funded improvements or related anticipated energy and water savings or resiliency benefits Program Guidelines are required to be pre-approved by the program administrator to ensure that the changes to the C-PACE project remain consistent with the requirements as set forth in this Program Guidelines. The property owner shall provide the following documentation:

- Narrative description of the change in C-PACE project scope and purpose for such a change;
- Revised C-PACE project budget to account for changes in C-PACE project cost;
- A letter from a Qualified Professional certifying that the revised improvements remains eligible for C-PACE financing; and
- Approval of the change by the C-PACE capital provider.

[Assessment Administration](#)

Repayment of the C-PACE Financing

Repayment of the C-PACE financing will commence according to the terms of the C-PACE Assessment Contract. Property owners pay the installments directly to the C-PACE capital provider or its servicer.

If any Annual Assessment remains unpaid for six (6) months after payment is due, the capital provider may file an action in the district court of the county where the property is located to foreclose the C-PACE Lien of the unpaid Annual Assessment inclusive of accrued statutory delinquent interest, which shall accrue at the same rate as a late payment penalty for delinquent ad valorem taxes, and reasonable legal fees. Annual Assessments shall continue to be levied notwithstanding property owner's failure to pay all or part of any past Annual Assessment, such that the capital provider shall continue to bill Annual Assessments, including default interest to be paid to capital provider, until the financing amount, including all accrued and unpaid interest, is paid in full. Judgement in an action to enforce the C-PACE Lien shall order the property to be sold in the manner and form as foreclosure of mortgages on real estate, with appraisal. The sale shall be subject to existing taxes and special assessments, as well as additional Annual Assessments and related accrued interest which remain unpaid at the time of such sale. Any such action shall not accelerate repayment of the unpaid balance of the C-PACE Assessment which has not yet come due on the property.

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Additional guidance surrounding the process for repayment of the C-PACE financing will be set forth in the C-PACE Assessment Contract and financing agreement related to the applicable C-PACE financing. Nothing in this Program Guidelines may supersede or alter the terms and conditions contained in the aforementioned documents.

Once C-PACE Financing Has Been Paid in Full

Upon written confirmation from the Capital Provider that the C-PACE Assessment has been repaid in full, the County will release the C-PACE Assessment by recording a release of C-PACE Lien with the County Clerk's Office.

Exhibit A: C-PACE Application Cover Sheet and Checklist



Proposed C-PACE Project: Supporting Documentation Checklist

Required Documents		Indicate if included in application
1	Current Property Search	
2	Title Report	
3	Ground Lease (if applicable)	
4	Certification of Eligibility	
5	Disclosure of Risks Affidavit	
6	Mortgage Holder Consent (if applicable)	
7	Certificate of Eligible Improvements	
8	Capital Provider Offer to Fund	

Please direct application questions to Adriane Jaynes at AJaynes@incog.org



Proposed C-PACE Project: Application Form

Property Owner Details	
1	Legal name(s) of owner(s)
	Name of contact person
	Phone number
	Email address

Property Details	
2	Property address
	Property parcel #
	Property type
	If a ground lease exists, please provide ownership details
	Is the property current on property taxes?
	If a mortgage exists, what is the outstanding mortgage amount?
	Are the improvements sought for an existing building or new construction?

Please direct application questions to Adriane Jaynes at AJaynes@incog.org



Qualifying Improvement Details	
3	Are energy efficiency improvements being financed through C-PACE?
	Are energy sources being financed through C-PACE?
	Is a power purchase agreement involved in the transaction?
	Are water efficiency improvements being financed through C-PACE?
	Are building resiliency improvements being financed through C-PACE?
	If resiliency is involved, please provide a brief description of the improvement(s).

C-PACE Financing Details	
4	Total amount of C-PACE financing
	Assessment term
	Is the C-PACE financing being used to fund measures that have already been installed and/or financed by another source of funds? If yes, please explain.

Please direct application questions to Adriane Jaynes at AJaynes@incog.org



Capital Provider Details	
5	Legal name
	Name of contact person
	Phone number
	Email address

Please direct application questions to Adriane Jaynes at AJaynes@incog.org



Proposed C-PACE Project: Signature Page

By signature below, the applicant affirms that the information and documentation are true and correct to the best of your ability and that they have read the disclosures and disclaimers attached to this application and understand the risks of participating in the OK C-PACE Program; further, that the applicant affirms that neither the county, its governing body, executives, nor employees are personally liable as a result of exercising any rights or responsibilities granted under this program.

APPLICATION FORM SIGNED AND DATED

On behalf of property owner: _____

Name and title: _____

Date: _____

On behalf of capital provider: _____

Name and title: _____

Date: _____

TO BE COMPLETED BY PROGRAM ADMINISTRATOR

Application (*approved/conditionally approved/denied*): _____

On behalf of program administrator: _____

Name and title: _____

Date: _____

Exhibit B: Certificate of Eligibility



Certificate of Eligibility

I, the undersigned, hereby certify the following facts and make the following certifications with respect to the project described in the attached Project Application (the "Project") under the Oklahoma C-PACE Program:

- 1) No proceedings are pending in which the property owner may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from all of the property owner's debts or obligations, or be subjected to a reorganization or readjustment of the property owner's debts.
- 2) The property owner is not currently undergoing bankruptcy proceedings.
- 3) The property owner is not a party to any litigation or administrative proceeding of any nature that, if successful, would challenge or question the validity or enforceability of the C-PACE assessment and financing agreement or any other documents executed by property owner in connection with the property owner's participation in the Oklahoma C-PACE Program.
- 4) The property owner is current with all ad valorem taxes and assessments on the property, including special assessments, special taxes or any other tax liens.

SIGNED AND DATED

ON BEHALF OF BORROWER/PROPERTY OWNER: _____

NAME: _____

TITLE: _____

DATE: _____

Exhibit C: Disclosure of Risk Affidavit



Disclosure of Risk Affidavit

As a property owner participating in the Oklahoma C-PACE Program, and pursuant to the Oklahoma C-PACE Program, INCOG and _____ (the "County") make the following disclosures and set forth potential risks associated with accepting C-PACE financing and the C-PACE assessment on your property as follows:

DISCLOSURES

- 1) The C-PACE assessment will be paid through a bill issued by the C-PACE capital provider and will be due and payable on the same date as the real property taxes.
- 2) Assessments are secured by and attached to the real property. At resale, the potential purchaser of the property will be responsible for continuing to pay the assessment.
- 3) The assessment will continue as a lien on the property ("C-PACE Lien") from the date it becomes payable until the assessment, interest, and penalties on the assessment are paid in full, regardless of a change in ownership of the property, whether voluntary or involuntary.
- 4) The C-PACE Lien constitutes a first lien on the property that has priority over prior or subsequent liens in favor of private parties.
- 5) If Property Owner fails to pay all or part of any annual assessment when due, the C-PACE Lien shall be enforced in the same manner and with the same priority as the enforcement by a holder of any bond or coupon related to a lien for unpaid assessments, as provided by Oklahoma law, the Act and the Program Resolution.
- 6) The property owner should carefully review the financing agreement and all terms related to the C-PACE assessment financing and should consult with competent legal counsel prior to execution.
- 7) Neither INCOG nor the County have any liability for payment of the C-PACE assessment, nor for its assessment, levy and collection, or any costs associated with the assessment, levy and collection of amounts due under the C-PACE assessment.
- 8) Neither INCOG nor the County is your capital provider. INCOG's role in this transaction is to administer the Oklahoma C-PACE Program and meet all of INCOG's statutory obligations. If the proposed Oklahoma C-PACE Program project is approved by both INCOG and the C-PACE capital provider, and the property owner meets all of the Oklahoma C-PACE Program and C-PACE capital provider requirements, then the capital provider will finance the C-PACE eligible project.
- 9) The property owner has been made aware of the effective interest rate on the assessment, including fees charged by INCOG to administer the Oklahoma C-PACE Program.



POTENTIAL RISKS

- 1) The capital provider, the County, and INCOG do not guarantee energy savings.
- 2) The improvements proposed to be installed on the property may not perform to specification. They may break down or underperform due to technical malfunction or improper installation. Project success often depends on third parties who are capable of installing and managing projects and structuring contracts that provide appropriate protection against these construction and operational risks. INCOG recommends borrowers have their installation and servicing contracts reviewed by competent legal counsel and engineering consultants prior to execution. Neither INCOG nor the County nor the C-PACE capital provider endorses the workmanship of any contractor nor guarantees, warranties, or in any way represents or assumes liability for any work proposed or carried out by a contractor. Additionally, neither INCOG nor the County nor the C-PACE capital provider is responsible for assuring the design, engineering, and construction of the project is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. Neither INCOG nor the County nor the C-PACE capital provider makes any representations of any kind regarding the results to be achieved by the project or the adequacy or safety of such measures.
- 3) Completed projects require ongoing maintenance to meet projected energy savings and sustain equipment performance. Such maintenance could be complex, costly, and/or be beyond the capabilities of “in-house” staff, requiring external expertise or specialized services over the life of the energy conservation or renewable energy measures.
- 4) Fluctuations in energy prices may increase or decrease the savings associated with your project. Your project’s estimated savings are based on assumptions about the future price of electricity and fuels. To the extent that future energy prices are lower than those assumed to occur, your future savings will be less than projected.
- 5) Changes in property occupancy may increase or decrease the savings associated with your project. Your project’s estimated savings are based on assumptions about the future occupancy and uses of your property. To the extent that occupancy decreases, or property uses shift in a manner not currently contemplated such that less energy will be used than expected, your future savings will be less than projected.
- 6) Oklahoma C-PACE Program financing is fixed rate financing. Although you will be able to prepay the remaining principal of your assessment at any time subject to any applicable prepayment penalties as may be contained in the financing agreement, you will not be able to refinance through the C-PACE capital provider or INCOG to achieve a lower rate.
- 7) The success of your project may depend in part on various Federal or State policies and incentives that support or enhance project economic feasibility. Such policies may include governmental initiatives, laws and regulations designed to reduce energy usage, encourage the use of clean energy or encourage the investment in



and the use of sustainable infrastructure. Incentives provided by the Federal government may include tax credits, tax deductions, bonus depreciation as well as federal grants and loan guarantees. Incentives provided by the State of Oklahoma may include renewable portfolio standards, which specify the portion of the power utilized by local utilities that must be derived from clean energy sources such as renewable energy, renewable energy credits, tariffs, tax incentives and other cash and non-cash payments. In addition, Federal and State may provide regulatory, tax and other incentives to encourage the development and growth of sustainable infrastructure. You may be depending on these policies and incentives to help defray the costs associated with, and to finance, your project. Government regulations also impact the terms of third-party financing provided to support these projects. If any of these government policies, incentives or regulations are adversely amended, delayed, eliminated, reduced or not extended beyond their current expiration dates, the economics of your project may be harmed.

The property owner hereby acknowledges the above described Oklahoma C-PACE Program Disclosures and transaction risks by and through its duly authorized undersigned representative.

SIGNED AND DATED

ON BEHALF OF BORROWER/PROPERTY OWNER: _____

NAME: _____

TITLE: _____

DATE: _____

Exhibit D: Mortgage Holder Consent Form



Mortgage Lender Consent Form

Notice of Proposed C-PACE Assessment

Property Owner: _____
Property Address: _____
Property City, State Zip _____
Parcel Number: _____
Bank Name: _____
Bank Address _____
Bank City, State, Zip _____
Loan Number (if applicable): _____

Why has the bank received this notice?

The property owner listed above is sending you this notice and request for Mortgage Lender Consent (“Consent”) with respect to the above-referenced property.

The property owner wishes to finance certain eligible energy improvements to the above-referenced property using the Commercial Property Assessed Clean Energy (C-PACE) financing mechanism established by the State of Oklahoma and seeks your consent to do so.

Background on the Oklahoma C-PACE (Oklahoma C-PACE) Program

Enabled through the Oklahoma Energy Independence Act, 19 O.S. §§ 460.1 – 460.7, specifically, 19 O.S. § 460.5, counties may establish a C-PACE program within the boundaries of their jurisdiction and allow qualifying property owners to voluntarily request that the county impose and levy an assessment on their property to secure private financing from a private capital provider to fund eligible improvements. In the C-PACE financial structure, private capital providers provide financing for up to 100% of all hard and soft costs associated with eligible improvements, which include permanently affixed energy sources or energy-efficiency, water conservation, or resiliency improvements made to an eligible property. The financing is repaid as an annual assessment by the property owner over the full useful life of the improvements, typically fifteen years or longer. Like other county assessments, C-PACE assessments must be current upon the sale of the property, remain with the property upon sale, and only assessment payments in arrears have a lien status senior to mortgages upon the sale of the property.

The Indian Nation Council of Governments (INCOG) administers the Oklahoma C-PACE Program (the “Program”). The Program has been designed to meet the needs and concerns of Oklahoma’s property owners and existing mortgage lenders. To qualify, the proposed project must meet the following basic criteria:



- The property is located in a county that has passed a resolution enabling C-PACE in its jurisdiction.
- The property is not owned by the government and is not a residential home of less than 5 units.
- The proposed measures improve energy or water efficiency and/or increase the production of on-site energy or improve building resiliency.
- The property is current on all property tax and assessment payments.
- The property owner receives consent of the current mortgage holder(s).

What should you know?

Pursuant to the Program, the property owner is intending to levy a C-PACE assessment lien (the "Assessment") on the property in the form of an assessment contract between the property owner, _____ (the County), and the funding source for the C-PACE improvements, _____ (the capital provider), to be recorded on the property in the office of the county clerk.

The related payment terms of the Assessment are proposed to consist of the following:

Total cost of improvements: _____

Term of repayment period: _____

Interest rate not to exceed: _____

Total estimated annual C-PACE installment: _____

Total C-PACE financing requested not to exceed: _____

Pursuant to the Oklahoma Energy Independence Act and the Assessment, the method of enforcing a lien for failure to pay a C-PACE assessment shall be in the same manner and with the same priority as the enforcement by the holder of any bond or coupon related to a lien for unpaid assessments. Unpaid assessments accrue statutory delinquent interest at the same rate as a late payment penalty for delinquent ad valorem taxes. If any C-PACE assessment remains unpaid for six months, C-PACE capital providers may file an action in district court to foreclose the lien of the assessment, statutory delinquent interest, and reasonable legal fees. Judgement in an action to enforce the lien shall order the property to be sold in the same manner and form as foreclosure of mortgages on real estate. The unpaid balance of the assessment will never be accelerated on account of a payment default or for any other reason. Any proceeding to enforce the lien shall be limited to the collection of the amount past due with respect to the assessment. Annual assessments shall continue to be levied until the financing amount is paid in full.

Execution and Return of Consent. Please execute the Mortgage Lender Consent to C-PACE Assessment on the following page and return it at your earliest convenience.



Mortgage Lender Consent to C-PACE Assessment

This Mortgage Lender Consent to C-PACE Assessment (this "Consent") is given by the undersigned entity (the "Lender") with respect to the above-referenced assessment (the "Assessment") and the above-referenced property (the "Property").

The undersigned hereby represents that it is authorized to execute this Consent on behalf of the Lender.

The Lender hereby consents and confirms:

- A. Lender is in receipt of written notice from the above-referenced owner of the Property (the "Property Owner") intending to finance certain energy efficiency and/or energy source and/or resiliency and/or water conservation improvements that will be permanently fixed to the Property by participating in the Commercial Property Assessed Clean Energy financing program (the "Program"), sponsored by the County.
- B. Lender understands that the Assessment described in the notice will be recorded on the Property in the office of the county clerk and that the Assessment will be collected in installments and shall have the same priority and status as a lien for unpaid ad valorem property taxes.
- C. Lender understands that the method of enforcing a lien for failure to pay the Assessment shall be by the private capital provider in the same manner and with the same priority as the enforcement by the holder of any bond or coupon related to a lien for unpaid assessments.
- D. Lender agrees that the levy of the Assessment will not constitute an event of default or trigger the exercise of any remedies under the loan documents.
- E. Lender hereby acknowledges that the Property Owner, County, and INCOG will rely on the representation and Consent of the Lender set forth in this Consent.

SIGNED AND DATED

MORTGAGE LENDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Exhibit E: Certificate of Eligible Improvements



Certificate of Eligible Improvements

I, the undersigned, hereby certify the following facts and make the following certifications with respect to the project described in the attached project application (the "Project") under the Oklahoma C-PACE Program:

1. I am accredited by or belong to a firm with an accreditation from (check at least one):

Licensed Professional Engineer in the State of Oklahoma (individual certification);

Certified Building Energy Assessment Professional (BEAP) (individual certification offered by ASHRAE);

Certified Building Energy Modeling Professional (BEMP) (individual certification offered by ASHRAE);

Certified Energy Auditor (CEA) (individual certification offered by Association of Energy Engineers);

Certified Energy Manager (CEM) (individual certification offered by Association of Energy Engineers);

Certified FORTIFIED Commercial™ Evaluator (individual certification offered by Insurance Institute for Business & Home Safety);

Certified GeoExchange Designer (individual certification offered by Association of Energy Engineer);

Certified High-Performance Building Design Professional (HBDP) (individual certification offered by ASHRAE);

Certified Measurement and Verification Professional (CMVP) (individual certification offered by Association of Energy Engineer and Efficiency Valuation Organization);

Investor Confidence Project (ICP) Quality Assurance Assessor (firm-based certification);

Investor Confidence Project (ICP) Project Developer(firm-based certification);

LEED Accredited Professional;

Licensed Architect;



_____ North American Board of Certified Energy Practitioners (NABCEP) (for solar PV only, a design specialist certification is acceptable); or

Other: _____.

2. The application is for:
____ an existing building
____ new construction

3. Please describe your relationship to the project:
____ I am employed by the project applicant in my professional capacity OR
____ I am a contracted independent third-party reviewer

4. I reviewed the following information regarding the project (e.g., equipment specifications OR design drawings/modeling OR permit applications OR an ASHRAE Level 1 assessment/energy assessment):

5. I have determined that those proposed measures to be financed by C-PACE financing constitute reasonable Eligible Improvements as defined by the Oklahoma C-PACE Program, a description of which is attached to this Certificate.

6. The Eligible Improvements will be permanently affixed to the property, as described by the Oklahoma C-PACE Program.

IF FOR AN EXISTING BUILDING (check those that apply):

I CERTIFY:

- _____ The proposed Eligible Improvements will result in more efficient use or conservation of energy or water or the addition of eligible energy sources.
- _____ Prior to the installation of the Eligible Improvements, if the pre-existing product, device, or interacting group of products or devices did not conform to applicable code requirements, or the subject property as a whole did not conform to the currently applicable building energy or water code for the County, then after the Eligible Improvements are installed, the subject property will exceed the applicable code or codes.



_____ The Eligible Improvements will result in improved resilience, which may include, without limitation, seismic resilience, flood mitigation, stormwater management, wildfire and wind resistance, energy storage, and microgrids.

IF FOR NEW CONSTRUCTION (check those that apply):

I CERTIFY:

_____ Each proposed Eligible Improvement will enable the subject property to exceed the energy efficiency or water efficiency or renewable energy code requirements.

_____ The building as a whole, as a result of the Eligible Improvements, performs above or exceeds applicable building energy and/or water codes.

_____ The proposed resiliency Eligible Improvements will enable the subject property to improve resilience, which may include, without limitation, seismic resilience, flood mitigation, stormwater management, wildfire and wind resistance, energy storage, and microgrids.

SIGNATURE: _____

NAME: _____

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS CONTACT EMAIL: _____

BUSINESS CONTACT PHONE: _____

LICENSE OR CERTIFICATION NUMBER: _____

LICENSE CERTIFICATION TYPE: _____

ATTACHMENTS (Please attach to Certification):

Resource Guide

The following information provides additional resources for Qualified Professionals determining whether the technical scope of a project is eligible for C-PACE, per this Program Guidelines. The information contained herein is for informational purposes and is not required.

Energy Efficiency

For retrofit projects, the existing conditions of a building may be used to establish the baseline level of energy usage against which the performance of the improvements will be measured. Existing conditions may be determined based on nameplate efficiency ratings of currently installed equipment. Alternatively, the Qualified Professional may use modeled energy performance of the building or other professionally accepted methods of establishing energy efficiency performance of the existing building.

The energy analysis should adhere to one of the following:

- ASHRAE Energy Audit standards as defined by ANSI/ASHRAE/ACCA Standard 211-2018
- Pacific Northwest National Laboratory, A Guide to Energy Audits, PNNL-20956.
- Investor Ready Energy Efficiency (IREE) Certification. An IREE certification is an acceptable alternative to an Energy Survey.
- ASHRAE Standard 100
- ASHRAE Standard 90.1 Appendix G
- Other methodologies may be considered at the discretion of the program administrator

Energy Sources

For all C-PACE projects that include an energy source, the Qualified Professional should verify that the installation of the new energy source is expected to improve the energy efficiency of the property as compared to a baseline. The energy generation baseline for all energy systems is assumed to be zero energy generation; provided, however, if an energy system is a replacement of an existing energy system, the baseline shall be the performance and/or nameplate ratings of the existing system.

Allowable uses of an energy system or methane capture include generation of electricity to supply the on-site demand of the business.

Water Conservation

For retrofit projects, the existing conditions of a building may be used to establish the baseline level of water usage against which the performance of the improvements will be measured. Existing conditions may be determined based on nameplate efficiency ratings of currently installed equipment. Alternatively, the Qualified Professional may use modeled water performance of the building or other professionally accepted methods of establishing water efficiency performance of the existing building.

Building Resiliency

If a C-PACE project includes resiliency improvements, a Qualified Professional should have a narrative description of the project that verifies that the improvement creates resiliency in the building.