



CAPITAL PROVIDER QUALIFICATIONS AGREEMENT

Purpose

Clark County, Nevada and its Program Administrator are implementing a Commercial Property Assessed Clean Energy (C-PACE) program entitled Clark County C-PACE to assist property owners in making capital investments in qualifying energy efficiency, renewable energy and water conservation and efficiency improvements in non-residential facilities including commercial, hospitality, industrial, multi-family (5 or more units) and affordable housing (5 or more units), each an “Eligible Property”.

Clark County operates an “Open Market” C-PACE Program (the “Program”) whereby property owners located in the County have the flexibility to select their preferred C-PACE Capital Provider for a C-PACE Project on their Eligible Property. The open market model gives property owners access to a range of private capital providers who offer competitive rates and financing terms and conditions.

To become a Qualified Capital Provider (“QCP”) authorized to participate in the Program, a prospective capital provider must have completed a Capital Provider Qualifications Agreement and signed the Associated Terms and Conditions. The Program Administrator (“PA”), on behalf of the County, will confer QCP status on an applicant pursuant to the terms and conditions set forth below.

This document defines the terms and conditions to which all QCPs must adhere (“Terms and Conditions”). In addition, the details of the Program are outlined in the Clark County C-PACE Program Guide (“Program Guide”) will be posted on the program website and in the Project Center. A copy of the Program Guide is also available upon request. Requests can be made by email to clarkcocpace@slipstreaminc.org or phone 608-210-7184.

A Capital Provider shall be any organization who in the ordinary course of business extends credit based on a lien, mortgage or security interest in real property or an encumbrance of real property, or relies upon a lien, mortgage or security interest in real property or an encumbrance of real property to secure a current, contingent, or future payment obligation. A Capital Provider must meet the following criteria:

1. Shall be and remain licensed, authorized to conduct business, and in good standing in all jurisdictions in which it conducts business, including the State of Nevada and Clark County.
2. Shall have the legal authority and power to finance the Qualified Improvement Project (“QIP”).
3. Shall comply with all applicable state, local and federal laws, and regulations in the financing of the QIP.
4. Shall be an entity that:
 - a. is a federal or state-chartered bank or credit union;
 - b. is rated at an investment grade level by AM Best, Standard & Poor’s, Moody’s, KBRA, Fitch or other equivalent rating service, or at 3.5 or above by Bauer Financial or other widely accepted and acknowledged rating provider;
 - c. has successfully completed the financing of two or more C-PACE projects as the sole or primary Capital Provider within the last 5 years;
 - d. is registered as a Capital Provider for C-PACE programs in three or more States; or
 - e. is approved by the Program Administrator as a lender of high quality after considering the following:
 - i. Whether the Capital Provider is rated by AM Best, Standard & Poor’s, Moody’s, KBRA, Fitch or other equivalent rating service, or by Bauer Financial or other widely accepted and acknowledged rating provider, with such ratings reflecting that the entity is a lender of high quality.
 - ii. The capital structure, income statement and balance sheet of the entity
 - iii. The lending criteria of the entity.
 - iv. Whether the entity is currently registered as a C-PACE lender in states other than Nevada with C-PACE.
 - v. Whether the entity has financed a previous C-PACE transaction in another United States (U.S.). jurisdiction where C-PACE financing is authorized.
 - vi. Other factors deemed relevant by the Program Administrator that would assist in providing evidence that the entity is a lender of high quality.

This document seeks to identify those financial institutions interested in becoming a C-PACE Capital Provider to originate and fund C-PACE financings for qualifying properties within the jurisdiction of Clark County C-PACE. The process for becoming a qualified C-PACE Capital Provider is as follows:

1. The interested capital provider must submit this Qualifications Agreement for consideration by the Program Administrator.

2. Upon approval by the Program Administrator and execution of the Qualified C-PACE Capital Provider Qualification Agreement the Capital Provider has the option to be listed on C-PACE 's website.

The information provided by C-PACE Capital Providers will be used to link capital providers, project developers, energy service companies, installers and contractors, energy auditors, engineering firms, utility companies, property owners, and others to develop and fund qualified C-PACE Projects.

In addition to any financing agreements required by the C-PACE Capital Provider, the Property Owner , County and C-PACE Capital Provider are required to execute the Notice of Assessment and Assessment Lien; and Assignment of Assessment and Assessment Lien.

Upon full repayment of the C-PACE Financing, the C-PACE Capital Provider must submit a certified statement to the Program Administrator that the C-PACE Capital Provider's loan has been satisfied.

The County does not recommend or endorse any specific Capital Provider or warrant the reliability of any such Capital Provider. Property Owner is responsible for conducting its own due diligence, including consideration of finances, performance, and pricing, before selecting a Capital Provider.

Capital Provider Submission Process:

Financial institutions seeking to be Capital Providers in the Clark County C-PACE program must submit their Qualifications Agreement submission by email only.

Email: clarkcocpace@slipstreaminc.org

Additional inquiries shall be addressed and delivered to:

Clark County C-PACE Program Administrator
c/o Slipstream
431 Catalyst Way
Madison, WI 53719

- There are no deadlines for interested applicants to submit a Qualifications Agreement.
- The Program Administrator will inform respondents of their status within two weeks of receipt of their submission and at its discretion, the Program Administrator may contact respondents to schedule an interview to resolve any questions.
- Once financial institution has been determined to be a Qualified C-PACE Capital Provider, the Program Administrator will review and incorporate, at its sole discretion, selected marketing materials provided by the Qualified C-PACE Capital Provider on the C-PACE.
- The Qualified C-PACE Capital Provider may have its status rescinded according to the terms of the Qualified C-PACE Capital Provider Agreement.

Responses

Primary Contact for your Company to be Listed on the C-PACE website:

Name & Title:

Address:

Telephone #:

Email address:

Is your firm regulated? Principal regulator(s) of your institution,

If not a regulated firm or financial institution, provide the names, titles, emails, and direct telephone numbers of key professional references for the firm or, if recently formed, for the firm's principal partners.

Name & Title:

Address:

Telephone #:

Email address:

Name & Title:

Address:

Telephone #:

Email address:

Further background on your institution (including years in business and total assets) that demonstrate the capabilities and interest to provide financing for C-PACE projects.

Comments:

Does your institution currently provide financing for C-PACE programs in other states/ jurisdictions YES NO
If yes, provide the names of the C-PACE programs in which your institution participates.

Has your institution successfully completed the financing of two or more C-PACE financings as the sole or primary capital provider in the past 5 years?

QUALIFIED C-PACE CAPITAL PROVIDER AGREEMENT

This QUALIFIED CLARK COUNTY, NV C-PACE PROGRAM AGREEMENT (“Agreement”) is entered into by and between Slipstream Group Inc., a nonstock corporation (“PA”), and _____ (a _____ (“QCP and together with PA, the “Parties,” and each a “Party”).

RECITALS

WHEREAS PA is the Program Administrator for the Clark County, NV Property Assessed Clean Energy program (“Clark County C-PACE”) and is operating the Clark County C-PACE Program (as defined below) within the jurisdiction of the Clark County, Nevada; and

WHEREAS, QCP has completed a Qualification Agreement and desires to become a “Qualified C-PACE Capital Provider” for one or more energy efficiency, renewable energy, or water conservation improvement projects (each a “Project”) through the Clark County C-PACE Program (as defined below); and

WHEREAS PA seeks to designate QCP as a “Qualified C-PACE Capital Provider” in the Clark County C-PACE Program pursuant to the terms and conditions of this Agreement and any other requirements, terms or conditions PA may set forth related to “Qualified C-PACE Capital Providers” for the Clark County C-PACE Program;

WHEREAS, in consideration of being provided Project data and related information to formulate a financing proposal to an owner of certain real property (“Property Owner”) applying to access financing through the C-PACE Program, QCP and PA agree to the terms and conditions set forth in this Agreement.

GENERAL PROVISIONS

Term of the Agreement: QCP status shall commence on the date this Agreement is approved by the PA on behalf of Clark County and shall continue until terminated in writing by either QCP or the PA (each a “Party”).

No Guarantee of Additional Business: Neither Clark County nor the PA makes any representations or guarantees that QCP will obtain additional business opportunities through its participation in the Program.

Relationship of the Parties: QCP may hold itself out to the public as a QCP in the Clark County C-PACE Program. By submitting this Application, QCP does not become an agent, employee, or representative of Clark County, the PA, or the Program. The Parties shall not be joint venturers, partners, agents, servants, employees, fiduciaries, franchisors, or representatives of each other, and no Party shall have the right or power to bind or obligate any other Party or any third-party to these terms and conditions.

No Further Agreements Hereunder: Clark County shall not be under any obligation to enter into any further agreements with the QCP of any nature whatsoever as a result of this Agreement. Clark County

reserves the right, in its sole discretion, to decline, retract, or reject at any time any proposal or tentative agreement which has not yet become legally binding and shall have no obligation to proceed with any Project until such time as final agreements are executed. Nothing in these Terms and Conditions shall obligate the PA or its representatives to provide any specific information that Clark County otherwise desires to withhold.

No Representations and Warranties: No representations or warranties express or implied, of any kind, including without limitation with respect to the suitability, accuracy or completeness of any information provided by PA or Clark County, exist under the Terms and Conditions. Any representations or warranties shall be made, if at all, only in a separate definitive written agreement entered between QCP and Clark County.

Program Fee and Annual Fee: Clark County and/or the PA charge(s) certain Program fees in conjunction with its operation and administration of the Program, as set forth in the Clark County C-PACE Program Guide. QCP understands that these fees are non-negotiable, shall be collected from the QCP or the property owner, as applicable, and in the methods as set forth in the Clark County C-PACE Program Guide and any final C-PACE Voluntary Assessment Agreement and Assignment of Assessment and Assessment Liens (as defined in the Program Guide), and are subject to change as set forth in subsequent updates to the Program Guide, as approved by Clark County.

Non-interference: For any Property Owner that submits an application to PA, on behalf of Clark County, with respect to a C-PACE Project designating QCP as the Qualified C-PACE Capital Provider, a different QCP shall not enter into a C-PACE Voluntary Assessment Agreement with such Property Owner for the same Project for a period of six months (measured from the date of submission of all required documents outlined in the Program Guide) without written notice from the Property Owner to QCP (with a copy to the PA) that Property Owner has chosen to seek additional financing term sheets from another QCP. Each QCP by its execution and delivery of these Terms and Conditions is deemed to have agreed to the foregoing limitation for the mutual benefit of itself and all other QCPs. A violation of the foregoing agreement will result in immediate termination of QCP status including with respect to any C-PACE financing that may be pending at the time of such termination. Further, neither PA nor Clark County will disclose (subject to the Nevada Public Record Law, as hereinafter defined) any information contained in an application submitted by a Property Owner designating the QCP with any other QCP. This section does not apply if 1) the same Property Owner requests funding or financing for a materially different Project or 2) QCP fails to submit all required documents pursuant to the Program Guide within a commercially reasonable time.

No Endorsement; No Exclusivity: Nothing in the Terms and Conditions shall constitute an endorsement by PA or Clark County of QCP for any particular Project or financing, nor shall the Terms and Conditions obligate PA or the to endorse or recognize QCP for any purpose other than to recognize QCP as a “Qualified C-PACE Capital Provider” in the C-PACE Program, subject to these Terms and Conditions and the Program Guide. Neither Clark County nor PA verifies, evaluates, endorses, or ranks QCPs. QCP understands that Clark County may recognize as many applicants as “Qualified C-PACE Capital Providers” as it deems appropriate and in its sole discretion. Notwithstanding the foregoing, in the event

that there is any conflict or inconsistency between this section and “Exclusivity” section, the “Exclusivity” section shall control and govern the rights and obligations of the Parties.

Use of “C-PACE” Logo: QCP may include the Clark County C-PACE logo (“Logo”) and Program name in its marketing materials and may provide Program materials to its customers. QCP may not imply or state that it is a representative of Clark County or the Program or that it has been endorsed by the Program. If the Program Administrator terminates QCP’s status as a QCP, the QCP must immediately discontinue the use of the Logo and Program name in its marketing materials.

Compliance with Program Guide: QCP has been provided with a copy of the Clark County C-PACE Program Guide and understands its terms. QCP agrees to offer its financing and other products in accordance with the terms and conditions of the Program Guide. QCP understands that Clark County may approve revisions or updates to the Program Guide and shall provide notice to QCP of the same. No such revisions or updates shall apply to any C-PACE financing pending at the time such notice is given.

Governing Law: These Terms and Conditions constitute a binding contract between QCP and Clark County subject to, and shall be construed and enforced exclusively under, the laws of the State of Nevada, without giving regard to conflict of laws or choice of law principles.

Right to Rescind: Any time and in its sole discretion, Clark County reserves the right to revoke the “Qualified C-PACE Capital Provider” status of any QCP. Notice of the determination to revoke QCP status shall be given in writing by the PA, on behalf of Clark County, to the QCP. If “Qualified C-PACE Capital Provider” status is revoked, PA and Clark County shall have no further obligations to the QCP hereunder or under the Program and QCP shall have no further right to hold itself out as a “Qualified C-PACE Capital Provider” under the Program. No such revocation shall apply to any C-PACE financing pending at the time such notice is given except as provided under “Non-interference,” above.

Non-Publicity: All major national media releases relating to any Project shall be coordinated with the PA, on behalf of Clark County, prior to release. In addition, the QCP shall include reference to the Clark County C-PACE program. Additionally, QCP shall refrain from removing any notices of copyright, trademark, logo or other proprietary identifications or notices of confidentiality, from any originals or copies of Clark County's, the Program Administrator's, or the Property Owner's Confidential Information.

Severability: Invalidation of any of the provisions of the Terms and Conditions or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this agreement.

Notices: Unless otherwise specifically required by the Terms and Conditions, any notice required or permitted by the Terms and Conditions shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

Public Records Law Compliance: Notwithstanding any term of the Terms and Conditions to the contrary, the QCP acknowledges that Clark County is an “authority” for purposes of the Nevada Public Records Law (“NPRL”) and that the Terms and Conditions, and any information received from the QCP (including without limitation any information relating to Property Owner or a C-PACE Project such as financial information, budgets, plans, etc.) will be considered public records and will be subject to disclosure under the NPRL, except for records and information falling within one of the exemptions therefrom. Clark County is required to and shall comply with all applicable laws including, without limitation, the NPRL in relation to any records, documents and information related to the C-PACE ’s and PA’s or the ’s dealings and relationship with the QCP and the Property Owner. Nothing in the Terms and Conditions shall be deemed or construed as a limitation on the County’s discretion relating to compliance with the NPRL or other applicable law. Nevertheless, Clark County will use reasonable efforts to provide notice to the QCP of any request under the NPRL but shall have no liability arising out of its failure to do so in a timely manner or at all.

CAPITAL PROVIDER RESPONSIBILITIES

True and Accurate Information: QCP is required to ensure, update, and maintain the truthfulness, accuracy and completeness of all information that it provides on its Capital Provider Application.

Licensing and Registration: QCP shall at all times be in compliance with all requirements of all laws, regulations, and ordinances of the jurisdictions in which the applicable Eligible Property is located, QCP shall be and remain licensed, authorized to conduct business, and in good standing in all jurisdictions in which it conducts business, including the State of Nevada.

QCP shall be and remain licensed, authorized to conduct business, and in good standing in all jurisdictions in which it conducts business, including the State of Nevada and Clark County. All QCPs must be licensed as a Financing & Consumer Lending (052-126) business in Clark County, Nevada.

[Clark County, NV \(clarkcountynv.gov\)](http://clarkcountynv.gov)

Financing & Consumer Lending businesses primarily engage in making loans. These businesses may make unsecured cash loans to customers or may provide sales financing or sales financing in combination with leasing. Sales finance businesses lend money through contractual installment sales agreements. This category also includes businesses that primarily: (1) provide working capital funds to U.S. exporters; (2) lend funds to foreign buyers of U.S. goods; and/or (3) lend funds to domestic buyers of imported goods. See also Clark County Code Section 6.12.515

As a condition of approval of QCP status or any time during QCP’s participation in the Program, the PA may request copies of all relevant licenses held by the Capital Provider. QCP agrees to promptly provide the requested copies of licenses to the PA.

Adherence to Laws, Regulations, and Program Guide: QCP shall comply with all laws, ordinances, regulations, and the Clark County C-PACE Program Guide, which defines the requirements and processes of the Program. The Clark County C-PACE Program Guide may be revised from time to time without notice by C-PACE, or its designee. It is QCP’s responsibility to verify current Program requirements and procedures and to comply with all laws, ordinances, regulations, and the Program Guide.

Financing: QCP assumes full responsibility for determining the financial ability of the Property Owner to repay the financing and for advancing the funds subject to limitations set forth in the Clark County C-PACE Program Guide and C-PACE Financing. Neither Clark County nor PA accepts any responsibility for any underwriting functions associated with QCP’s financing.

ACKNOWLEDGMENTS

By submitting the online C-PACE Capital Provider form, I represent that I have read and understand the Clark County C-PACE Qualified Capital Provider Terms and Conditions. I understand that before closing on C-PACE transactions, my firm may be required to submit additional documentation to Clark County and that such documentation will be reviewed and approved by the PA, on behalf of Clark County, for C-PACE related legal compliance. By submission of a C-PACE Capital Provider Application, QCP agrees that information provided on this Application may be published or otherwise publicly disseminated. On behalf of the QCP, I agree to be listed publicly as a QCP on the Program website.

AUTHORIZATION

By submitting the online Clark County C-PACE Capital Provider form, I represent that I am the person identified in the “Contact Name” field and that I am authorized to act on behalf of the Capital Provider. I certify that QCP accepts and agrees to the Clark County C-PACE Capital Provider Terms and Conditions. I declare that the foregoing statement is true and correct, and I am aware that if I present any material matters as true which I know to be false, I may be subjected to liability under the laws of the State of Nevada.

[SIGNATURE PAGES FOLLOW]

[Name of Financial Institution]_____

, a [Type of Corporation]_____

By(signature):_____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Program Administrator (PA):
SLIPSTREAM GROUP INC,
a nonstock corporation

By(signature): _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____