



# C-PACE Capital Provider Application and Participation Agreement

**For More information:**

Visit [Hendersonpace.com](http://Hendersonpace.com)

See the **Program Guide**.

**Contact Information:**

E-mail: [HendersonNV@PACEworx.com](mailto:HendersonNV@PACEworx.com)

**Please complete:**

Part A: Application for Qualified Capital Provider

Part B: Participation Agreement

**and submit via email to:** [HendersonNV@PACEworx.com](mailto:HendersonNV@PACEworx.com)

## Part A. Application for Qualified Capital Provider

### I. Capital Provider Information

Capital provider name: \_\_\_\_\_

Contact person name: \_\_\_\_\_

Title of contact person: \_\_\_\_\_

Contact person \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact person office tel#: \_\_\_\_\_

Contact person e-mail: \_\_\_\_\_

City of Henderson business license: \_\_\_\_\_ Expiration date: \_\_\_\_\_

State of Nevada business license: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Principal regulator(s) of your institution? (i.e., Federal Reserve Board, OCC, etc)

Regulator name: \_\_\_\_\_

Regulator name: \_\_\_\_\_

Regulator name: \_\_\_\_\_

If not regulated: Provide three professional references for your firm:

#### Reference #1

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Type: Energy Efficiency (); Solar (); Combined ()

Other:

Reference #2

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Type: Energy Efficiency (); Solar (); Combined ()

Other: \_\_\_\_\_

Reference #3

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Type: Energy Efficiency (); Solar (); Combined ()

Other: \_\_\_\_\_

Years in business: ( \_\_\_\_ )

Total assets: \$ \_\_\_\_\_

Capital available to devote to the Henderson C-PACE market (non-binding): \$ \_\_\_\_\_

Staff available to manage C-PACE transactions:

First Name: \_\_\_\_\_; Last Name: \_\_\_\_\_; Years with firm: \_\_\_\_\_

First Name: \_\_\_\_\_; Last Name: \_\_\_\_\_; Years with firm: \_\_\_\_\_

First Name: \_\_\_\_\_; Last Name: \_\_\_\_\_; Years with firm: \_\_\_\_\_

Does your institution currently provide lending to other C-PACE programs: Yes No

If "Yes," provide contact information:

1. Program Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_ Ph: \_\_\_\_\_

2. Program Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_ Ph: \_\_\_\_\_

3. Program Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_ Ph: \_\_\_\_\_

Other experience providing lending to finance the implementation of energy and water efficiency improvements for commercial or residential property owners:

## II. Standard C-PACE lending terms of your institution (non-binding):

Minimum loan amount (can be a range): \_\_\_\_\_

Maximum loan amount (can be a range): \_\_\_\_\_

Minimum loan term (months): \_\_\_\_\_

Maximum loan term (months): \_\_\_\_\_

Maximum LTV (pre-project): \_\_\_\_\_

Maximum LTV (including PACE project): \_\_\_\_\_

Maximum PACE Loan to Value: \_\_\_\_\_

Minimum DSCR: \_\_\_\_\_

Minimum SIR: \_\_\_\_\_

Property must be current on taxes: Yes ; No

Minimum months without a delinquency: \_\_\_\_\_

Minimum years of positive NOI: \_\_\_\_\_

Minimum years of financials: \_\_\_\_\_

Energy Audit Requirements: \_\_\_\_\_

ASHRAE Level 1 or equivalent? \_\_\_\_\_

ASHRAE Level 2 or equivalent? \_\_\_\_\_

ASHRAE Level 3 or equivalent? \_\_\_\_\_

Appraisal required? Yes ; No

If Yes: what is the maximum age of the appraisal: No more than ( ) months old

Is an Environmental Data Review required? Yes ; No

How many months must the property be free from a bankruptcy or foreclosure: Months: ( \_\_\_\_\_ )

Annual Interest rate (provide schedule based on current rates):

Additional fees (please describe):

Fee Name: \_\_\_\_\_ Amount: \_\_\_\_\_; Other Fee Info: \_\_\_\_\_

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Fee Name: \_\_\_\_\_ Amount: \_\_\_\_\_; Other Fee Info: \_\_\_\_\_

### III. Additional C-PACE Non-Binding Underwriting information

Days required to:

Pre-qualify a loan: Min ( \_\_\_\_\_ ); Max ( \_\_\_\_\_ )

Delivery a conditional term sheet: Min ( \_\_\_\_\_ ); Max ( \_\_\_\_\_ )

Make loan decision: Min ( \_\_\_\_\_ ); Max ( \_\_\_\_\_ )

Close after decision is made: Min ( \_\_\_\_\_ ); Max ( \_\_\_\_\_ )

Other (please describe):



attorneys, accountants, engineers, technicians and vendors) and in the case of Henderson C-PACE, its PA and its Representatives.

**2. Confidentiality and Non-Use.** In consideration of receiving Confidential Information, the QCP and PA agree as follows:

a. The Parties hereby acknowledge that any Confidential Information received by either Party is the property of the disclosing Party and the Property Owner, as applicable, and that the receiving Party shall hold confidential and not disclose to any Person, without the prior written consent of the disclosing Party or as otherwise required by law, and if such consent is given, obtain a written commitment from such third party, all Confidential Information and any information about the Project, or the terms or conditions or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, or the fact that Confidential Information has been made available to the receiving Party or its Representatives; provided, however, that the Parties may disclose such Confidential Information to their Representatives and their potential or actual direct or indirect investors and potential or actual third party participants in the Project or third party assignees or transferees of all or any portion of the Project, who are actively and directly participating in the Party's evaluation of the Project or who otherwise need to know the Confidential Information for the purpose of the Project;

b. Each Party shall cause all its Representatives to observe the terms of this Agreement and shall be responsible for any breach of the terms of this Agreement by it or its Representatives; and,

c. The receiving Party shall return or destroy all Confidential Information (including all copies thereof) within ten (10) days of receipt of a written request made by the disclosing Party, except for one record copy that may be maintained by the receiving Party in its legal archives. Further, the receiving Party shall delete all Confidential Information contained in electronic files. Notwithstanding the foregoing, the Parties may retain copies of any computer records and files containing Confidential Information that have been created pursuant to their automatic electronic archiving and back-up procedures until such computer records and files have been deleted in the ordinary course. Any copies retained as described shall be maintained as Confidential Information in accordance with the terms of this Agreement.

d. In addition to the foregoing, neither Party will use the Confidential Information for any purpose other than directly in connection with the Project and as expressly authorized in writing by the disclosing Party or, if the Confidential Information is the property of the Property Owner, by the Property Owner.

**3. Exceptions to the Confidentiality and Non-Use Obligations.** The obligations imposed by Section 2 hereof shall not apply, or shall cease to apply, to any Confidential Information if or when, but only to the extent that, such Confidential Information:

a. was known to the receiving Party or was already in its lawful possession prior to the receipt of the Confidential Information;

b. was or becomes, through no breach of the receiving Party's obligations hereunder, known to the public;

c. becomes known to the receiving Party from sources other than the PA or its





9. **Non-Circumvention.** In connection with any Project for which a Property Owner submits an Application without designating a Qualified Capital Provider, QCP agrees that any contact with such Property Owner shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate Henderson C-PACE or the PA, or its relationship with such Property Owner, or change, increase or avoid directly or indirectly payment of established fees in this Agreement.

10. **Governing Law.** This Agreement is made subject to and shall be construed and enforced under the laws of the State of Nevada, without giving regard to conflict of laws or choice of law principles and that the state courts of the State of Nevada shall have exclusive jurisdiction to resolve any disputes with respect to this Agreement or the Confidential Information with each Party irrevocably consenting to the jurisdiction thereof for any actions, suits or proceedings arising out of, or relating to, this Agreement or the Confidential Information, and each Party irrevocably waives its rights to jury trials with respect thereto.

11. **Right to Rescind.** Any time and in its sole discretion, the PA reserves the right to rescind or revoke the QCP status of the QCP. Notice of the PA's determination to revoke or rescind the QCP status shall be given in writing by the PA to the QCP in accordance with Section 17 below.

12. **Remedies.** Without prejudice to the rights and remedies otherwise available to either Party, each Party shall be entitled to equitable relief by way of injunction or specific performance, or otherwise if the QCP or any of its Representatives breach or threaten to breach any of the provisions of this Agreement the QCP shall not plead in defense thereto that there would be an adequate remedy at statutory or common law. All of the Party's rights and remedies shall be cumulative and may be exercised separately or concurrently.

13. **Non-Publicity.** All media releases, public announcements and other disclosures relating to any Project including promotional or marketing material, but excluding announcements intended solely for internal distribution or to meet legal or regulatory requirements, shall be coordinated with and approved by the PA prior to release. In addition, the QCP shall refrain from removing, overprinting or defacing any notices of copyright, trademark, logo or other proprietary identifications or notices of confidentiality, from any originals or copies of the PA's or the Property Owner's Confidential Information.

14. **Paragraph Captions.** The captions of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

15. **Integration and Amendment.** This Agreement represents the entire and integrated agreement between the PA and the QCP and supersedes all prior negotiations,



