

Wisconsin PACE Commission – PACE Wisconsin REQUEST FOR QUALIFICATIONS (RFQ) FROM INTERESTED PACE CAPITAL PROVIDERS

Purpose

The Wisconsin PACE Commission (“PACE Commission”) and its Program Administrator are implementing a statewide Commercial Property Assessed Clean Energy (“PACE”) program entitled PACE Wisconsin to assist property owners in making capital investments in qualifying energy efficiency, renewable energy and water efficiency improvements in non-residential facilities including commercial, industrial, multi-family (5 or more units), agricultural and non-profit buildings.

PACE Wisconsin operates an “Open Market” PACE program whereby property owners have the flexibility to select their preferred PACE Capital Provider for a 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. Public funds are not anticipated to be made available for funding PACE Projects, though units of government are not prohibited from participating as PACE Capital Providers. No exclusivity will be provided to 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. PACE Capital Providers may take an active role in originating approved PACE projects located in Member Communities.

The details of PACE Wisconsin program are outlined in the PACE Commission Program Manual (“Program Manual”) located on the website pacewi.org in the Project Center. A copy of the Program Manual is available upon request. Request can be made by email info@pacewi.org or phone 800.522.3014. The Program Manual gives guidance to eligibility requirements, program fees and program administration.

The Program Administrator seeks organizations and persons interested in becoming qualified as a PACE Capital Provider (“PCP”). PACE Capital Providers are financial institutions which have received approval from the Program Administrator to provide financing for PACE projects through PACE Wisconsin.

A "Financial Institution" shall be any person 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. The term includes, but is not limited to, the following:

1. A bank, savings association, trust company, credit union or a subsidiary or affiliate of a bank, savings association, trust company or credit union.
2. A person engaged in the mortgage lending business
3. A person registered as a management company or unit investment trust or treated as a business development company under Wisconsin State law.
4. An insurance company.
5. A pension or employee health and welfare fund.
6. An association, firm, corporation, partnership, limited liability company, trust, joint venture or other legal entity engaged in construction or the development or improvement of real property.

7. A Federal, State or local agency, authority or an instrumentality of a government entity that is engaged in the financing or supports the financing of real estate development or the purchase or improvement of real estate.

This Request for Qualifications (“RFQ”) seeks to identify those financial institutions interested in becoming a PACE Capital Provider to originate and fund PACE financings for qualifying properties within the jurisdictions of the PACE Commission. The process for becoming a qualified PACE Capital Provider is as follows:

1. The interested capital provider must respond to this RFQ for consideration by the Program Administrator.
2. Upon approval by the Program Administrator and execution of a PACE Capital Provider Agreement have the option to be listed on PACE Wisconsin’s website. PACE Capital Providers also receive information from the program regarding financing opportunities as well as pertinent developments related to PACE Wisconsin.
3. Applicants may also pre-select their preferred capital providers prior to submission of the RFQ. Before the closing of the applicable PACE Financing, however, the capital provider must be approved as a PACE Capital Provider as outlined above.

The information provided by 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 PACE Projects.

In addition to any financing agreements required by the PACE Capital Provider, the Borrower, PACE Commission and PACE Capital Provider are required to execute the PACE Special Charge and Financing Agreement in conjunction with the PACE Financing closing. The PACE Commission and its PA will maintain the PACE Special Charge and Financing Agreement and a mortgage holder consent agreement for use by PACE Capital Providers. PACE Capital Providers will be invited to comment on the standard documents.

1. Capital Provider RFQ Submission Process and Content for Responses

RFQ Submission Process:

- Financial institutions must submit their RFQ submission by email only.

Intent to respond, questions, and responses shall be addressed and delivered to:

PACE Wisconsin
431 Charmany Drive
Madison, WI 53719
Email: info@pacewi.org
Phone: 800.522.3014

PACE Wisconsin’s website is located at pacewi.org:

- There are no deadlines for interested applicants to submit an RFQ submission.
- The Program Administrator will inform respondents of their status within two weeks of receipt of their submission.
- 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 PACE Capital Provider, the Program Administrator will review and incorporate, at its sole discretion, selected marketing materials provided by the Qualified PACE Capital Provider on the PACE Wisconsin.
- The Qualified PACE Capital Provider may have its status rescinded according to the terms of the Qualified PACE Capital Provider Agreement.

Section II: Content of RFQ responses and Qualified PACE Capital Provider Agreement

All Qualified PACE Capital Provider RFQ Responses Must Include:

1. Indicate the key point of contact for your institution (name, title, address, telephone # and email address).
2. The name of the principal regulator(s) of your institution (such as, Federal Reserve Board, the OCC, etc.). If not a regulated firm or financial institution, provide the names, titles, emails, and direct telephone numbers of three professional references for the firm or, if recently formed, for the firm's principal partners.
3. Further background on your institution (including years in business and total assets) that demonstrate the capabilities and interest to provide financing for PACE projects in Wisconsin.
4. Staffing and personnel that can be devoted to these transactions.
5. Amount of capital your institution would be willing to provide to the Wisconsin PACE market. This number will be non-binding.
6. Summary description of energy efficiency, renewable energy and water efficiency financing products offered, and their structure. Any examples (structure, types of entities involved, process, and terms) of energy efficiency, renewable energy and water efficiency project financing done by your institution.
7. Please indicate if your institution currently provides financing for PACE programs (yes or no). If yes, provide the names of the PACE programs in which your institution participates.
8. Standard terms for Commercial PACE financing include:
 - a. Basic structure, min./max. PACE Loan amount, tenors, payment schedules, prepayment options, etc.
 - b. Typical interest rates (range) and fee pricing
 - c. General underwriting guidelines, LTV, DSCR, credit standards and security requirements
 - d. Finance documentation (see pacewi.org for template PACE Special Charge and Financing Agreement)
 - e. Energy assessment / audit requirements
 - f. Is Savings-to-Investment Ratio a required standard?
 - g. Appraisal requirements
 - h. Environmental Data Review
 - i. Interest rate schedule and additional transaction fees (can be in range).
 - j. Origination procedures, including turnaround times
 - k. Construction financing procedures, including progress payment disbursements
 - l. Finance servicing.

Qualified PACE Capital Provider Agreement

Review and execute a copy of the Qualified PACE Capital Provider Agreement.

The document is accessible at: pacewi.org.

RFQ Responses

Key point of contact for your institution:

Name & Title: _____

Address: _____

Telephone #: _____

Email address: _____

Principal regulator(s) of your institution, If not a regulated firm or financial institution, provide the names, titles, emails, and direct telephone numbers of three 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: _____

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 PACE projects in Wisconsin.

Comments: _____

Staffing and personnel that can be devoted to these transactions.

Name & Title: _____

Address: _____

Telephone #: _____

Email address: _____

Name & Title: _____

Address: _____

Telephone #: _____

Email address: _____

Name & Title: _____

Address: _____

Telephone #: _____

Email address: _____

Amount of capital your institution would be willing to provide to the Wisconsin PACE market. This number will be non-binding.

Comments: _____

Summary description of energy efficiency, renewable energy and water efficiency financing products offered, and their structure. Any examples (structure, types of entities involved, process, and terms) of energy efficiency, renewable energy and water efficiency project financing done by your institution.

Comments: _____

Please indicate if your institution currently provides financing for PACE programs yes no . If yes, provide the names of the PACE programs in which your institution participates.

Comments: _____

Standard terms for Commercial PACE financing include:

Basic structure, min./max. PACE Loan amount, tenors, payment schedules, prepayment options, etc.

Comments: _____

Typical interest rates (range) and fee pricing

Comments: _____

General underwriting guidelines, LTV, DSCR, credit standards and security requirements

Comments: _____

Finance documentation (see pacewi.org for template PACE Special Charge and Financing Agreement)

- Energy assessment / audit requirements
- Is Savings-to-Investment Ratio a required standard?
- Appraisal requirements
- Environmental Data Review
- Interest rate schedule and additional transaction fees (can be in range).
- Origination procedures, including turnaround times
- Construction financing procedures, including progress payment disbursements
- Finance servicing.

QUALIFIED PACE CAPITAL PROVIDER AGREEMENT

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

RECITALS

WHEREAS, PA is the Program Administrator for the Wisconsin Property Assessed Clean Energy Commission, a Wisconsin joint powers commission (“PACE Commission”) and is operating the PACE Program (as defined below) within the jurisdiction of the PACE Commission; and

WHEREAS, QPCP has completed an application for and desires to become a “Qualified PACE Capital Provider” for one or more energy efficiency, renewable energy or water conservation improvement projects (each a “Project”) through the PACE Program (as defined below); and

WHEREAS, PA seeks to designate QPCP as a “Qualified PACE Capital Provider” in the 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 PACE Capital Providers” for the PACE Program;

WHEREAS, in consideration with 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 PACE Program, QPCP and PA agree to the terms and conditions set forth in this Agreement.

AGREEMENT

1. Definitions.

- a. “Confidential Information” shall mean all confidential or proprietary written, recorded, electronic, visual information or data (including without limitation energy, structural research, developmental, engineering, manufacturing, technical, marketing, sales, financial, operating, performance, cost, pricing, business and process information or data, trade secrets, discoveries, ideas, designs, data,) provided to one Party or its Representatives by the other Party or its Representatives, regardless of whether such confidentiality or proprietary status is indicated or the specific words "confidential" or "proprietary" are used in the course of the exchange of such information or data. Without limiting the aforesaid, the existence of discussions between the Parties regarding the Project shall constitute Confidential Information hereunder.
- b. “PA” shall mean Slipstream Group, Inc, in its capacity as program administrator of the PACE Commission.
- c. “PACE Commission” shall have the meaning set forth in the Recitals.
- d. “PACE Program” shall mean the Property Assessed Clean Energy Program operated by the PACE Commission.
- e. “PACE Statute” shall mean Wis. Stat. § 66.0627, as amended.

- f. “Person” shall be broadly interpreted to include, without limitation, any corporation, limited liability company, partnership, limited partnership, governmental agency, or other legal entity or individual.
- g. “Program Manual” means that certain PACE Wisconsin Program Manual approved by the PACE Commission for operation of the PACE Program.
- h. “Project” shall have the meaning set forth in the Recitals.
- i. “Representatives” shall mean as to any Person, its directors, officers, employees, agents, potential or actual direct or indirect investors and advisors (including, without limitation, financial advisors, attorneys, accountants, engineers, technicians and vendors) and in the case of PACE Commission, its PA and its Representatives.

2. Confidentiality and Non-Use. In consideration of its receipt of Confidential Information, the QPCP and PA agree as follows:

- a. Confidentiality. The Parties shall (a) keep all Confidential Information confidential and not disclose or reveal any Confidential Information to any Person other than their Representatives, credit rating agencies, potential or actual third party participants in the Project or potential or actual third party assignees or transferees of all or any portion of the disclosing Party’s interest in the Project who are actively and directly participating in the Receiving Party’s evaluation of a Project or who otherwise need to know the Confidential Information for the purpose of evaluating or consummating a transaction related to a Project, (b) use the Confidential Information only for the purpose of evaluating or consummating a transaction related to a Project, and (c) not disclose to any Person any information about a 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, except that the receiving Party may disclose such information to those of its Representatives or credit rating agencies who are actively and directly participating in its evaluation of a Project or potential 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 or who otherwise need to know such information for the purpose of evaluating or consummating a transaction related to a Project.
- b. Compliance by Representatives. Any failure by any of the receiving Party’s Representatives to comply with this Agreement, or any act or omission by any of the receiving Party’s Representatives that, if committed by the receiving Party, would constitute a breach of this Agreement, shall be deemed to be a breach of this Agreement by the receiving Party for which the receiving Party shall be responsible.
- c. Return or Destruction of Confidential Information. 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 disclosing Party or its representatives under circumstances not involving any breach of any confidentiality or non-use obligation; and/or,
- d. is independently developed by the receiving Party, as evidenced by written records thereof.

Confidential Information, as a whole, shall not be deemed to be in the public domain merely because any part of said Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.

Notwithstanding the provisions of Section 2(a) above, the receiving Party may disclose Confidential Information and/or the information described in Section 1(a) at such times, in such manner and to the extent such disclosure is required by applicable law, provided that the receiving Party (a) provides the disclosing Party with prior written notice, to the extent permissible, of such disclosure so as to permit the disclosing Party to seek a protective order or other appropriate remedy, (b) limits such disclosure to what is strictly required, and (c) attempts to preserve the confidentiality of any such Confidential Information so disclosed.

4. No Further Agreements Hereunder. The PA shall be not under any obligation to enter into any further agreements with the QPCP of any nature whatsoever as a result of this Agreement. The PA hereto reserves the right, in its sole discretion, to decline, to retract, or to reject at any time any proposal which has not yet become legally binding by execution of a written agreement between the Parties with respect thereto, or with respect to any further agreements or business arrangements with the other Party hereto, its parents, subsidiaries or affiliates and to terminate all further discussions and negotiations. Nothing in this Agreement shall obligate the PA or its Representatives to provide any specific information, including Confidential Information, that the PA or its Representatives otherwise desire to withhold.

5. No Representations and Warranties. No representations or warranties express or implied, of any kind with respect to the Confidential Information, including without limitation with respect to the suitability, accuracy or completeness of the same, exist under this Agreement. Any representations or warranties shall be made thereby, if at all, only in a separate definitive written agreement that may be entered into between the QPCP and the PA. The Parties specifically acknowledge and agree that the PA and its

Representatives shall not be liable to the QPCP or its Representatives whether in contract, tort or otherwise for loss of profits, consequential, special or punitive damages, based on the accuracy of the Confidential Information, unless expressly set forth in a separate definite written agreement to the contrary.

6. **Costs.** QPCP shall be responsible for all of its own costs and expenditures incurred in the application process and during any period during which the QPCP maintains its QPCP status with the PACE Commission. QPCP shall have no right to make any claim(s) whatsoever under this Agreement for reimbursement of costs for any efforts expended.
7. **Program Fee and Annual Fee.** PA charges certain program fees in conjunction with its operation and administration of the PACE Program, as set forth in the Program Manual. QPCP understands that these fees are non-negotiable, shall be collected from the parties and in the methods as set forth in the Program Manual and any final PACE Financing and Special Charge Agreement (as defined in the Program Manual), and are subject to change as set forth in subsequent updates to the Program Manual, as approved by the PACE Commission.
8. **Non-Circumvention.** QPCP and its Representatives shall, not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate the PACE Commission or the PA, or their respective relationships with the Property Owners, their respective other contractors, and their respective affiliates, to change, increase or avoid directly or indirectly, payment or issuance of, established or to be established fees, commissions, investment or ownership interest or continuance of pre-established relationship or intervene in non-contracted relationships with any third parties, or initiate transactional relationships that by-pass the PACE Commission or PA in connection with any on-going or future transaction or project. In furtherance and not in limitation of the foregoing, QPCP agrees not to contact the Property Owner, its tenants, their respective owners and capital providers and Representatives, nor, in connection with submitting proposals for the Project, other Qualified PACE Capital Providers as identified by the PA without its express prior written permission.
9. **Exclusivity.** For any Property Owner that submits an Application to PA designating QPCP as the Qualified PACE Capital Provider, a different Qualified PACE Capital Provider shall not enter into a PACE Financing and Special Charge 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 Manual) without written notice from the Property Owner to QPCP that Property Owner has chosen to seek additional financing term sheets from other Qualified PACE Capital Providers. Further, neither PA or its Representatives nor PACE Commission or its Representatives may share any information contained in an application submitted by QLP or a Property Owner designating QLP as its Qualified PACE Capital Provider with any other Qualified PACE Capital Provider. This section does not apply if 1) the same Property Owner requests funding or financing for a materially different Project or 2) QLP fails to submit all required documents pursuant to the Program Manual within a commercially reasonable time.
10. **No Endorsement; No Exclusivity.** Nothing in this Agreement shall constitute an endorsement by PA of QPCP for any particular Project or financing, nor shall this Agreement obligate PA to endorse or recognize QPCP for any purpose other than to recognize QPCP as a “Qualified PACE Capital Provider” in the PACE Program, subject to the terms and conditions of this Agreement. QPCP understands that PA may recognize as many applicants as “Qualified 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 the terms and conditions of this Section 10 and Section 9 of this Agreement, the terms and conditions of Section 9 shall control and govern the rights and obligations of the Parties.

- 11. Compliance with Program Manual.** QPCP has been provided with a copy of the Program Manual and understands its terms. QPCP agrees to offer its financing and other products in accordance with the terms and conditions of the Program Manual. QPCP understands that the PACE Commission may approve revisions or updates to the Program Manual and shall provide notice to QPCP of the same.
- 12. Governing Law.** This Agreement is made subject to and shall be construed and enforced under the laws of the State of Wisconsin, without giving regard to conflict of laws or choice of law principles. The state courts and federal courts of the State of Wisconsin 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.
- 13. Right to Rescind.** Any time and in its sole discretion, the PA reserves the right to rescind or revoke the “Qualified PACE Capital Provider” status of the QPL. Notice of the PA’s determination to revoke or rescind the QPCP status shall be given in writing by the PA to the QPCP in accordance with Section 19 below. If QPL’s “Qualified PACE Capital Provider” status is so rescinded, PA and the PACE Commission shall have no further obligations to the QPCP hereunder or under the PACE Program and QPCP shall have no further right to hold itself out as a “Qualified PACE Capital Provider” for the PACE Program.
- 14. 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 QPCP or any of its Representatives breach or threaten to breach any of the provisions of this Agreement the QPCP 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.
- 15. 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 QPCP 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.
- 16. 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.
- 17. Integration and Amendment.** This Agreement represents the entire and integrated agreement between the PA and the QPCP and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both Parties
- 18. Severability.** Invalidation of any of the provisions of this Agreement 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.

- 19. Notices.** Unless otherwise specifically required by a provision of this Agreement, any notice required or permitted by this Agreement 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.
- 20. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes.

[SIGNATURE PAGES FOLLOW]

QPCP:

_____, a

By(signature): _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

PA:

SLIPSTREAM GROUP INC, a Wisconsin
nonstock corporation

By(signature): _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____