

CAPITAL PROVIDERS REQUEST FOR QUALIFICATIONS (RFQ) AND TERMS AND CONDITIONS AGREEMENT

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 (the “Commission”) operates an “Open Market” PACE Program (the “Program”) whereby property owners located in Counties that are members of PACE Wisconsin 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. In order to become a Qualified PACE Capital Provider (“QPCP”) authorized to participate in the Program, a prospective capital provider must have completed a Capital Provider Application. The Program Administrator (“PA”), on behalf of the Commission, will confer QPCP status on an applicant pursuant to the terms and conditions set forth below.

This document defines the terms and conditions to which all QPCPs must adhere (“Terms and Conditions”). In addition, the details of the Program are outlined in the PACE Commission Program Manual (“Program Manual”). It provides guidance to eligibility requirements, Program fees, and Program administration and by reference is made a part of these Terms and Conditions. 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.

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.

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.

RFQ Submission Process:

- Financial institutions must submit their RFQ submission by email only.
Email: info@pacewi.org

Additional inquiries shall be addressed and delivered to:
PACE Wisconsin
431 Charmany Drive
Madison, WI 53719

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 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 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: 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: _____

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: _____

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

Name & Title: _____

Telephone #: _____

Email address: _____

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

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.

Does your institution currently provides financing for PACE programs YES NO
 If yes, provide the names of the PACE programs in which your institution participates.

Standard terms for Commercial PACE financing include:

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

Typical interest rates (range) and fee pricing

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

Finance documentation required for Wisconsin PACE loans:

- 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: PACE Special Charge and Financing Agreement (see pacewi.org for template)

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.

GENERAL PROVISIONS

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

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

Relationship of the Parties: QPCP may hold itself out to the public as a QPCP in the Program. By submitting this Application, QPCP does not become an agent, employee, or representative of the Commission, the PA, or the Program. The Parties shall not be considered to 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: The Commission shall not be under any obligation to enter into any further agreements with the QPCP of any nature whatsoever as a result of this Agreement. The Commission 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 the Commission 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 the Commission, exist under the Terms and Conditions. Any representations or warranties shall be made, if at all, only in a separate definitive written agreement entered into between the QPCP and the Commission.

Program Fee and Annual Fee: The Commission charges certain Program fees in conjunction with its operation and administration of the Program, as set forth in the Program Manual. QPCP understands that these fees are non-negotiable, shall be collected from the QPCP or the property owner, as applicable, 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 Commission.

Non-interference: For any Property Owner that submits an application to PA, on behalf of the Commission, with respect to a PACE Project designating QPCP as the Qualified PACE Capital Provider, a different QPCP 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 (with a copy to the PA) that Property Owner has chosen to seek additional financing term sheets from another QPCP. Each QPCP 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 QPCPs. A violation of the foregoing agreement will result in immediate termination of QPCP status including with respect to any PACE financings that may be pending at the time of such termination. Further, neither PA nor the Commission will disclose (subject to the WPRL, as hereinafter defined) any information contained in an application submitted by a Property Owner designating the QPCP with any other QPCP. This section does not apply if 1) the same Property Owner requests funding or financing for a materially different Project or 2) QPCP fails to submit all required documents pursuant to the Program Manual within a commercially reasonable time.

No Endorsement; No Exclusivity: Nothing in the Terms and Conditions shall constitute an endorsement by PA or the Commission of QPCP for any particular Project or financing, nor shall the Terms and Conditions obligate PA or the Commission 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 these Terms and Conditions and the Program Manual. Neither the Commission nor PA verifies, evaluates, endorses, or ranks QPCPs. QPCP understands that the Commission 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 this section and “Exclusivity” section, the “Exclusivity” section shall control and govern the rights and obligations of the Parties.

Use of “PACE Wisconsin” Logo: QPCP may include the PACE Wisconsin logo (“Logo”) and Program name in its marketing materials and may provide Program materials to its customers. QPCP may not

imply or state that it is a representative of the Commission or the Program or that it has been endorsed by the Program. If the Program Administrator terminates QPCP’s status as a QPCP, the QPCP must immediately discontinue the use of the Logo and Program name in its marketing materials.

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 Commission may approve revisions or updates to the Program Manual and shall provide notice to QPCP of the same. No such revisions or updates shall apply to any PACE financing pending at the time such notice is given.

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

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

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, on behalf of the Commission, prior to release. In addition, the QPCP shall refrain from removing any notices of copyright, trademark, logo or other proprietary identifications or notices of confidentiality, from any originals or copies of the Commission'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.

Wisconsin Public Records Law Compliance: Notwithstanding any term of the Terms and Conditions to the contrary, the QPCP acknowledges that the Commission is an “authority” for purposes of the Wisconsin Public Records Law (“WPRL”) and that the Terms and Conditions, and any information received from the QPCP (including without limitation any information relating to Property Owner or a PACE Project such as financial information, budgets, plans, etc.) will be considered public records and will be subject to disclosure under the WPRL, except for records and information falling within one of the exemptions therefrom. The Commission is required to and shall comply with all applicable laws including, without limitation, the WPRL in relation to any records, documents and information related to the PACE Commission’s and PA’s or the Commission’s dealings and relationship with the QPCP and the Property Owner. Nothing in the Terms and Conditions shall be deemed or construed as a limitation on the Commission’s discretion relating to compliance with the WPRL or other applicable law. Nevertheless, the Commission will use reasonable efforts to provide notice to the QPCP of any request under the WPRL 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: QPCP 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: QCPC 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, QPCP 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 Wisconsin. As a condition of approval of QPCP status or any time during QCPC’s participation in the Program, the PA may request copies of all relevant licenses held by the Capital Provider. QPCP agrees to promptly provide the requested copies of licenses to the PA.

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

Financing: QPCP 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 Program Manual and PACE Financing. Neither PACE Wisconsin nor PA accepts any responsibility for any underwriting functions associated with QPCP’s financing.

ACKNOWLEDGMENTS

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

AUTHORIZATION

By submitting the online PACE Wisconsin 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 QPCP accepts and agrees to the PACE Wisconsin 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 Wisconsin.

[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: _____