



## EXHIBIT 4

### MC-PACE INFORMATION PACKET FOR CAPITAL PROVIDERS

#### **BACKGROUND**

In 2014, Maryland adopted legislation that provides access for owners of commercial, industrial and qualifying multifamily housing properties in the state to a new form of financing for energy efficiency, water efficiency, and on-site renewable energy (EE/RE) upgrades to their buildings. Commercial Property Assessed Clean Energy ("C-PACE") financing allows property owners to improve their buildings and meet important energy policy goals of the State and its counties.

Under C-PACE, financing for EE/RE projects is repaid as a property tax surcharge (the "Surcharge"), a mechanism long used to finance improvements to real property that meet a public policy objective, such as sidewalks, parks, lighting districts, and water and sewer projects. Like other county surcharges, the Surcharge must be current upon the sale of a property and remain with a property upon sale. As with county property taxes and related charges, only delinquent surcharges have a lien status senior to mortgages upon the sale of a property.

To qualify, the proposed project must meet the following basic criteria (see Program Guidelines for full list of criteria):

- The property is located in Montgomery County, MD.
- The property is commercial, industrial, or multifamily (e.g., condos, co-ops, and rental of more than 4 rental units).
- The proposed measures meet project eligibility requirements in the Montgomery County C-PACE Program Guidelines.
- The cost of the proposed measures does not exceed 20% of the full cash value or the appraised value of existing building or 15%-to-20% of new construction.
- The total debt on the building (including the C-PACE loan and outstanding balance of the mortgage or deed of trust) must be no more than 90% of the value of the Qualified Property.
- The property is current and in good standing on all property tax payments from the last 5 years.
- The Property Owner receives consent from the current mortgage holder(s).

#### **TRANSACTION PARTIES**

##### **Program Manager**

The Montgomery County Green Bank Corporation is the Program Manager of the Montgomery County C-PACE Program. The Program Manager will administer the Montgomery County C-PACE program. Such responsibilities include:

- Document review provided pursuant to a Property Owner's Application for C-PACE Financing.
- Coordination with Montgomery County to ensure the Surcharge is added to the property's real property tax bill.
- Collection of Surcharge payments and remitting such payments to the Capital Providers.

## MC-PACE INFORMATION PACKET FOR CAPITAL PROVIDERS

### **Capital Provider**

The Capital Provider extends resources to complete the EE/RE project in the form of a loan, Power Purchase Agreement, or similar funding scheme that is repaid through the Surcharge affixed to the Property Owner's real property tax bill. The Capital Provider's responsibilities include:

- Adherence to the general underwriting guidelines of C-PACE projects.
- One-time execution of the Master Surcharge Processing Agreement followed by execution of Agreement appendices for each respective project.
- Inclusion of Program Manager fees in finance agreement closing fees and ongoing maintenance fees in Surcharge.
- Adherence to the project approval process as laid out below in this Information Packet and in the Program Guidelines.
- Reporting of Surcharge due for the contemporaneous tax year by April 1.

### **Montgomery County**

Montgomery County is represented by its Departments of Environmental Protection and Finance in administration of the C-PACE program. Though the Program Manager is the County's agent charged with carrying out the program, the County provides approvals and oversight of the program. The County's responsibilities include:

- Timely provision of acknowledgement and consents in the project approval process.
- Processing of the Surcharge on a Property Owner's real property tax bill.
- Program oversight and reporting to County stakeholders.

### **Property Owner**

The Property Owner is the entity or person that has a majority ownership position in a real property as defined in the Program Guidelines. Though C-PACE is a financial instrument attached to the property, the Property Owner is the primary counterparty to the transaction documents. The Property Owner's responsibilities include:

- Acknowledgement of C-PACE disclosures and risks.
- Obtaining consent from mortgage holder, if any, to allow for Capital Provider priority lien to be placed on property with the Surcharge.
- Entering into a construction contract with an EE/RE contractor and a finance agreement with the Capital Provider.
- Working with the Program Manager and Capital Provider to obtain project approval.
- Making annual or semi-annual payments of the Surcharge on the Property Owner's real property tax bill.

### **PROCESS OUTLINE**

The outline of the origination, funding, and administration relationship between the Program Manager, Capital Provider, Montgomery County, and Property Owner is as follows:

1. Capital Providers who wish to be listed on the C-PACE Capital Provider directory may submit a Notice of Intent to Fund Form.

## MC-PACE INFORMATION PACKET FOR CAPITAL PROVIDERS

When a Capital Provider has a project or projects it intends to fund:

2. The Program Manager encourages project information to be submitted early for a prescreening of eligibility.
3. Capital Provider enters into a Master Surcharge Processing Agreement with the Program Manager.
4. Capital Provider or Property Owner submits a completed Montgomery County C-PACE Application (the "Application"), which includes all associated documents described in the Project Approval Checklist.
5. Program Manager will review such documentation and confirm that the Application meets the requirements of the Maryland State and Montgomery County Laws, Eligibility Criteria, Program Guidelines, Underwriting Guidelines (if applicable), and any documentation thereunder.
6. Program Manager submits a Notice to County of C-PACE Program Surcharge and Surcharge Payment Schedule with a request to the County to add the Surcharge to the real property tax bill in accordance with the agreed-upon Surcharge Payment Schedule.
7. Montgomery County provides the executed Confirmation of C-PACE Program Surcharge to Program Manager. The Program Manager then returns it to Lender and files with County Land Records.
8. Capital Provider closes the financing.
9. Program Manager confirms Surcharge amount with Capital Provider and remit such payments on an annual basis.
10. Surcharge payments are made on an annual or semiannual basis under Program Manager receives a paid in full statement.
11. County will execute a Certificate of Satisfaction that will be filed with County Land Records to release the Surcharge.

### PROGRAM MANAGER COSTS

Program Manager charges the following administration and servicing fees for the term of the C-PACE loan:

- Participation Fee: A one-time program administration fee, equal to 2.75% of the project finance amount (not to exceed \$75,000 per parcel of real property) is applied to each financed project. This fee is typically included in the total financed amount and is only due in the case of successful project financing. Capital Provider will charge borrower for this one-time fee at closing based on the amount borrowed and will remit to Program Manager within ten (10) Business Days.
- Servicing Fee: This recurring fee will be deducted from remittances to Capital Providers and is an annual fee of 1.50% of the annual Surcharge remittance.
- General Counsel/Special Counsel Legal Cost Reimbursement: If revisions are requested to the program form documents, e.g., the Master C-PACE Surcharge Processing Agreement, capital providers will be responsible to reimburse the Program Manager for the Program's general counsel or special counsel legal fees. Generally, not to exceed \$5,000 per closing. The Green Bank will invoice Capital Provider for this fee after closing of loans.

## MC-PACE INFORMATION PACKET FOR CAPITAL PROVIDERS

### GENERAL C-PACE UNDERWRITING CRITERIA

#### Capital Provider's Funding

The Capital Provider may provide up to 100% of the Project Costs (as defined in the Program Guidelines) under a C-PACE Loan Financing Agreement that stipulates the loan criteria and terms as agreed by Capital Provider and Property Owner, including agreed drawdown and repayment schedules to be approved by the Program Manager. A C-PACE loan may be issued for up to 20% of the property value in the case of an existing property, and up to 15%-to-20% of the property value for new construction depending on the relation to code (see Program Guidelines). In both existing properties and new construction, the total debt to value ratio (including any mortgages) may not exceed 90%.

#### Conditions Precedent to Funding

In addition to conditions precedent agreed upon by Capital Provider and Property Owner, the following conditions must be met before the Capital Provider provides project funding:

1. Lender acknowledgement and consent of C-PACE project and priority lien.
2. A C-PACE Financing Agreement has been approved by the Program Manager.
3. Capital Provider has received Montgomery County Confirmation of Surcharge.
4. Signed service agreement or construction contract between Property Owner and service provider, along with any other contracts required to execute the Project.

#### Interest Rate

Capital Provider may provide fixed or variable rates, and may or may not include capitalized interest. In either instance, Capital Provider must provide Program Manager with a fully amortizing schedule that may only alter in the instance that the C-PACE financing is prepaid (see Prepayment below).

#### Closing Fees

Capital Provider may charge closing fees as applicable to the Property Owner, which at a minimum must include the Program Manager administration fee.

#### Prepayment

A prepayment penalty may be charged by the Capital Provider as applicable. The C-PACE financing must not be prepaid above and beyond the Surcharge amount listed on the property tax bill, but rather must be arranged directly with the Capital Provider who then must follow C-PACE financing close-out procedures.

#### Partial Payment

No partial payments of the Surcharge will be accepted.

#### Amendments

Any amendments to the Surcharge payment schedule which may need to be implemented pursuant to the C-PACE Financing Agreement and Master Surcharge Processing Agreement must be provided to the Program Manager no later than April 1 of the year in which the next payment is due. Any such amendments shall be submitted to the Program Manager using the Amendment of Surcharge and Payment Schedule in the form appended to the Master C-PACE Surcharge Processing Agreement.

## **MC-PACE INFORMATION PACKET FOR CAPITAL PROVIDERS**

No Surcharge payment schedule may be amended to:

- 1) increase the principal value of the Surcharge as initially submitted to Montgomery County in the Notice to County of C-PACE Program Surcharge;
- 2) increase the interest rate of the Surcharge as originally executed between the Property Owner and the Capital Provider unless the interest rate is specified in the C-PACE Financing Agreement as a variable interest rate; or
- 3) extend the term of the Surcharge payment schedule beyond the term of the Surcharge as initially submitted to Montgomery County in the Notice to County of C-PACE Program Surcharge.

Any and all prepayment penalties or fees charged by the Capital Provider to the Property Owner under the C-PACE Financing Agreement must be paid directly by the Property Owner to the Capital Provider, and may not be included in an amended Surcharge payment schedule.

### **Repayment**

Capital Providers will provide the Program Manager with the Surcharge due for the contemporaneous year on April 1. The Surcharge that the taxpayer owes includes principal, interest, and the servicing fee. The County will release property tax bills in July to be paid annually by September 30 or semiannually by September 30 and December 31. The County will provide the tax payments to the Program Manager within thirty (30) days from receipt. Payments of principal and interest will be remitted by the Program Manager to Capital Provider no later than five (5) business days after receipt of any such payments.

### **Representations and Covenants**

Capital Provider may include customary representations and covenants for a project financing including, but not limited to:

1. Continuation as a legal, valid entity.
2. Compliance with applicable laws.
3. Compliance with the terms of all transaction documents.
4. Compliance with reporting requirements.
5. Provision of all reasonably necessary assistance for the Program Manager to perform its functions in a prudent manner.
6. Use of all reasonable means to resolve disputes with the Property Owner, contractors, vendors, or public officials in favor of full and timely payment to the Capital Provider and Program Manager.

### **Remedies**

Pursuant to Article 5, Chapter 18A-36 of the County Code, if Surcharges are delinquent, the delinquent surcharge becomes a tax lien and collectible through the tax sale process authorized under Tax-Property Article, Title 14, Subtitle 8 of the State Code.

## MC-PACE INFORMATION PACKET FOR CAPITAL PROVIDERS

### **Funding Termination Events**

The occurrence of any of the following:

1. A final judgment by a court of competent jurisdiction that the Surcharges are not valid and enforceable under Maryland law, or any unstayed injunctive relief, the effect of which would be to prevent servicing or collection of any surcharges.
2. The dissolution of the Capital Provider by insolvency, bankruptcy, failure to maintain applicable licenses, or any other valid reason.
3. A respective breach of any covenant (subject to applicable cure).
4. A material adverse change in (a) the business, properties, operations, prospects, or condition (financial or otherwise) of the Program Manager or Capital Provider, taken as a whole, or (b) the ability of the Program Manager to perform, or to enforce, any obligations.
5. The Program Manager or Capital Provider may give notice of termination at any time prior to an execution of a Financing Agreement for a particular Approved Project, if, in the sole determination of the Program Manager (given in writing by and through a duly authorized officer) or the Capital Provider (given in writing by and through a duly authorized officer), the negotiation of such Financing Agreement cannot be accomplished in good faith. In the event such notice is provided, any obligation to fund or to use the funding addressed herein shall terminate, and each party shall be responsible for its own costs incurred prior to termination. Upon the occurrence of a Funding Termination Event, the Capital Provider and the Program Manager shall have the right, but not the obligation to cease all future funding. The Capital Provider and the Program Manager shall continue to be bound by their respective obligations with respect to the Closed Projects with executed Financing Agreements.