



AllianceNRG Program™

A PACE Financing Program

California Registered Contractor Guidebook

Building Greener, Safer Communities. Together™

Version 1

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1 Introduction

1.1 Purpose of this Guidebook

This California Registered Contractor Guidebook ("Guidebook") was prepared by the AllianceNRG Program™ ("Program", "we", "us" or "our") to supplement our California Residential Properties Guidebook,(together with the Guidebook, the "Program Guidebooks"). The Program Guidebooks describe how the Program works, the eligibility criteria for obtaining financing and becoming a Registered Contractor under the Program, the terms and conditions of such financing and the application, approval and funding process for such financing. This Guidebook uses terms defined in the California Registered Contractor Agreement (the "Agreement") and other Guidebooks and you should refer to the Agreement and the Program Guidebooks for their meanings.

This Guidebook is intended primarily for contractors and their subcontractors which are in the business of selling to and installing Eligible Improvements and Eligible Products for property owners who are eligible for financing under the Program.

In this Guidebook we describe the Program tools available to Registered Contractors, the Minimum Eligibility Criteria for a contractor to be enrolled in the Program as a Registered Contractor, the application process to become a Registered Contractor, the standards that Registered Contractors must meet to remain in good standing as a Registered Contractor and the process for obtaining disbursement of funds to the Registered Contractor. The Minimum Eligibility Criteria are attached to the Agreement as Exhibit A and recited below in Section 3.1. Meeting the Minimum Eligibility Criteria is not an endorsement or recommendation of one Registered Contractor over another.

This Guidebook is supplemented by our Brand and Marketing Policy, which describes the rules for use of our trademarks by Registered Contractors and other authorized users. The Brand and Marketing Policy is available at www.AllianceNRG.com.

1.2 Contact Us

Please contact us if you have questions, comments or suggestions.

Hours: Monday through Friday, 5AM through 9PM and on Saturday from 5AM through 8PM (Pacific Time)

After Hours: The Call Center is always open to receive voice messages after hours and on weekends and holidays. We will reply to messages on the next business day.

Email:

General Inquiries: information@AllianceNRG.com;

Processing: processing@AllianceNRG.com;

Enrollment: contractorenrollment@AllianceNRG.com;

Sales: contractorinquiry@AllianceNRG.com;

Funding: funding@AllianceNRG.com; and

Underwriting: uw@AllianceNRG.com

Fax: (855) 509-9923

Mail: CounterPointe Energy Solutions Residential, LLC
555 S. Federal Highway, Suite 350
Boca Raton, FL 33432

2. Program Website and Materials

2.1 General

We are committed to making all Program materials easily accessible on our website.

2.2 Our Website

Our website provides a variety of useful information to the general public, including the Program Guidebooks, information regarding how the Program works, a list of California Eligible Products which can be financed under the Program and Program news and events. Registered Contractors have access to the Contractor Portal (see below) through the use of their unique credentials which provides online training, online customizable marketing materials and prospecting and lead-generating tools. Most of these materials can also be downloaded for your use. Some of the benefits of being a Registered Contractor are described below.

2.3 Registered Contractor

2.4 Contractor Portal for Registered Contractors

The Program offers Registered Contractors access to and use of a Contractor Portal, a secure portion of the Program's website. Only Registered Contractors with a user ID and a password will have access. Through the Contractor Portal, the Program offers state-of-art project tracking tools, training and on-going support that can enhance your service offerings while providing property owners with the information they need to make timely and responsible decisions.

Once you have access to the Contractor Portal, you will be able to review in real time the status of all projects originated by or under your supervision, enabling you to follow up and support the property owner and to better anticipate project start dates and other project milestones.

2.5 Pre-Qualification and Lead Generating Resources

The Program has developed a fast and easy-to-use web-based tool that allows property owners and Registered Contractors to pre-qualify properties as to eligibility, maximum amount of available financing, terms (which, in turn, will generate an estimated interest rate for the term chosen and an estimate of the annual assessment payment), Closing Costs and estimated annual fees.

2.6 Proposal Support

Once the Registered Contractor has identified a prospective property, the tool can generate a proposal summary page for attachment to a project proposal to present to a property owner. The proposal summary page facilitates the project scope and cost review process and can advance approval of the project by the property owner and the Program.

3 Eligibility Criteria and Application Process

3.1 Minimum Eligibility Criteria

Only contractors which meet the Minimum Eligibility Criteria set forth as Exhibit A to the Registered Contractor Agreement should apply to participate in the Program. What follows is an example of the Minimum Eligibility Criteria with the understanding that the current Criteria is represented by Exhibit A described above:

The minimum eligibility criteria for a Registered Contractor ("Minimum Eligibility Criteria") is set forth below and may be amended by CESR at any time and from time to time:

Participation

Contractors wishing to participate in the Program as a Registered Contractor shall complete each step of the CESR



enrollment process to the satisfaction of CESR.

Service Finance Company, LLC

Contractor shall be enrolled in the Service Finance Company, financing program and execute a SFC Master Dealer Agreement prior to the execution of the Registered Contractor Agreement. (the "Agreement"). Each Registered Contractor must continue to be enrolled in the Service Finance Company financing program at all times during the term of the Agreement.

Licensure

Contractor must possess an active, valid license issued by the State of California (the "State"), and must be in good standing with the California Contractor State Licensing Board, including but not limited to compliance with all bonding, insurance, and workers' compensation insurance requirements associated with such license before, during, and at the completion of Property Improvement financed under the Program (the "Project"). For the avoidance of doubt, a State license does not qualify as an active, valid State license if it is expired, suspended, revoked or subject to probation or has additional status codes.

Each Contractor must have at least one "Qualifying Individual" listed on the Registered Contractor Application as a representative who has provided to the Program all identifying and contact information on file with the State. A "Qualifying Individual" is a person who is listed as a Responsible Managing Owner ("RMO"), Responsible Managing Employee ("RME"), Responsible Managing Manager ("RMG"), Responsible Managing Member ("RMM"), sole owner or qualifying partner with the California Contractor State Licensing Board and who is authorized to act on behalf of, and who is responsible for the actions of, a Registered Contractor.

A Contractor must be in good standing with the California Contractor State Licensing Board ("CCSLB") before, during, and at the completion of each Project.

In the event Contractor shall contract with one or more subcontractors, Contractor must be a General Building Contractor, and each subcontractor must be in good standing with the State before, during, and at the completion of the Project.

Contractor must be licensed for all of the work it performs on each Project and must complete such work according to all applicable laws, rules, and regulations and meet the following requirements:

- (1) Except as set forth in subparagraph (2), for energy efficiency improvements only, the work must be performed by a BPI certified professional.
- (2) Where the work is being performed on behalf of a consumer participating in a CPUC-approved residential whole-house energy efficiency retrofit program, the Contractor need only meet the approval requirements of that program.
- (3) For distributed generation renewable energy sources, the work must be performed by a Contractor who holds a valid A, B, C-4, C-10, C-36 or C-46 license from the California Contractors State License Board.

Insurance

Contractor shall at all times maintain insurance coverage and surety bonds as required by the State and the CCSLB. The fact that the Contractor is listed as in good standing with the CCSLB shall be proof that all such requirements have been met by Contractor.. Company shall verify the satisfaction by Contractor of the aforesaid requirements by verifying the fact that Contractor is in good standing with the CCSLB each time Contractor submits an application for financing under the Program.

Experience

Contractor must have verifiable and successful experience on the types of Projects financed by the Program for which such Contractor desires to be engaged for Program-financed work and listed in the Registered Contractor Directory on the Site. Contractor shall provide such evidence of its experience as Company may require during the enrollment process. In addition, Contractor must demonstrate that it has completed at least three Property Improvement projects which were financed by participants in the California Statewide Communities Development Authority Open PACE Program. The requirement for three projects may be modified at the discretion of CESR based on a demonstration of equivalent experience by Contractor.

Additional Criteria by Municipality

Certain municipalities have established requirements for Contractors beyond what is required by state law. Refer to the guidebook available on the contractor's portal at <https://www.alliancenerg.com/retail/contractors> for any additional requirements that may be applicable to Contractor. Contractor must comply with all such additional requirements to be eligible to submit a Project for financing under the Program.

3.1.1 Subcontractors

- If a subcontractor has been contracted by a Registered Contractor, they are required to satisfy all state and local licensure, insurance and bonding requirements applicable to the work to be performed with respect to the Eligible Improvements.
- If a general contractor, project developer, owner's representative or construction manager is not required to be licensed then the subcontractors must be Registered Contractors (i.e., meet the Minimum Eligibility Criteria).

3.2 How to Apply to Become a Registered Contractor

3.2.1 Registered Contractor Registration Page

The application to become a Registered Contractor can be found at www.alliancenerg.com. You can complete and submit by regular mail, email or fax to CESR. You should also provide a copy of any of the relevant certifications that you possess, including but not limited to:

- oNABCEP PV Installation Professional™
- oUL PV System Installer Certification
- oSEI Solar Professionals Certificate
- oNABCEP Solar Heating Installer™

3.2.2 Qualifying Individual

The application must contain all required information of the contractor's Qualifying Individual (the person named in the Certificate of Authority issued by the respective licensing board or otherwise designated as such by the contractor) who is authorized to act on behalf of and who is responsible for the actions of the contractor.

3.2.3 Process

Enrollment in the Program will not be complete until the contractor (1) successfully enrolls as a dealer in the Service Finance Company financing program, (2) provides the documentation necessary to demonstrate its compliance with the



Minimum Eligibility Requirements set forth as Exhibit A to the Registered Contractor Agreement and (3) signs and returns the Registered Contractor Agreement. After CESR verifies that all of the aforesaid requirements have been met, the contractor will be designated a Registered Contractor and will receive unique credentials to be able to access the Contractor Portal.

3.2.4 Registered Contractor Agreement

The Registered Contractor Agreement incorporates by reference this Guidebook, the California Residential Properties Guidebook, the California Eligible Products List, our Privacy Statement and our Brand and Marketing Policy, each of which is posted on our website, and other documents referenced therein. Contractor must print, complete, have a Qualifying Individual sign and return the Registered Contractor Agreement to CESR. A countersigned copy will be returned to you upon receipt.

4 Registered Contractor Code of Conduct

4.1 General

You must comply and insure that all employees, entities, owners, partners, principals, independent contractors, third party agents or other person (“Registered Individuals”) who perform any other services on behalf of the Registered Contractor shall comply with all of the duties and obligations as set forth in this Section 4 in order to remain as a Registered Contractor in good standing with the Program. Without limiting any other rights or remedies of the Program, a property owner or any other person, your failure to comply with any of your duties or obligations as set forth in this Guidebook or in the Registered Contractor Agreement or in any other Program document incorporated by reference into this Guidebook or the Registered Contractor Agreement may result in your suspension or termination as a Registered Contractor. All references to “Registered Contractor” in this Section 4 shall be deemed to include all Registered Individuals where appropriate.

4.2 Business Practices with Property Owners

Each Registered Contractor shall

- a. Only install Eligible Improvements and Eligible Products in accordance with applicable laws licensing rules and regulations.
- b. Conduct business with property owners on a legal, respectful, ethical, fair and equitable basis and comply with all federal, state and local laws, ordinances, rules and regulations.
- c. Ensure that the Registered Individuals present proper identification establishing their affiliation with the Registered Contractor upon initial contact with a property owner, whether such contact occurs in connection with canvassing sales, service, or any other occasion upon which such representative enters onto a property owner’s premises.
- d. Analyze accurately each property owner’s energy or water usage, and anticipated energy or water savings likely to result from any installation of an Eligible Product for energy or water efficiency measures following standards that can withstand independent, third party review and analysis.
- e. Seek always to provide high value improvements, products and services best suited to a property owner’s request or needs and comply with any applicable requirements of the Program.
- f. Install only Eligible Improvements and Eligible Products for reasonable, market-based prices that are within industry price guidelines.
- g. Protect property owners, especially those in protected classes such as elders, from and against any exercise of undue influence that could lead to adverse purchasing, pricing and financing decisions.

- h. Have a written contract with the property owner written in simple language that a property owner can understand, stating all proposed work and services and containing a description of insurance coverage and contact information for the Registered Contractor's insurance broker or carrier.
- i. Obtain all legally required building permits and building inspection reports on behalf of the property owner, and follow through in obtaining sign off or approval from any authority with jurisdiction over any Project on which you work.
- j. Act in good faith to resolve promptly any complaint or grievance that a property owner may file with you or the Program.
- k. Document and retain records for no less than three years regarding the resolution of all property owner complaints regarding projects financed by the Program for our review and assessment.
- l. Present the Completion Certificate for signature to the property owner only after completion of the Project and when the property owner is satisfied with the Eligible Improvements and is ready for CESR and the Program Administrator to authorize disbursement of funds to the Registered Contractor as set forth in the Completion Certificate.
- m. Present property owners with a full and complete set of all financing documents required by the Program.

4.3 Maintain Compliance with Minimum Eligibility Criteria

- a. Each Registered Contractor shall maintain compliance with the Minimum Eligibility Criteria described above.
- b. Without limiting the generality of the foregoing, each Registered Contractor shall:
 - i. Maintain active, participating and good standing status as a member of the BPELSG, CSLB or CAB, and participate in continuing education in their chosen areas of expertise, as well as comply with any applicable Program requirements, policies and procedures;
 - ii. Hold a current BPELSG, CSLB or CAB license or registration in the specialty for the work being performed, if required.
 - iii. Limit the work performed to that for which the Registered Contractor holds required licenses or registrations;
 - iv. If using a subcontractor, require such subcontractor to comply with this Section 4 as though subcontractor were a Registered Contractor; and
 - v. Remain responsible for all work performed by any of its subcontractors.

4.4 Sales and Marketing

4.4.1 Required Practices

- a. The Registered Contractor shall not (and shall ensure that all Registered Individuals, and its independent contractors, subcontractors and third party affiliates shall not) represent themselves as employees, agents, representatives or affiliates of the Program or of any government agency or entity associated with the Program.
- b. Each Registered Contractor shall always clearly include its company name on all marketing materials, sales or call scripts, and uniforms, and do so in a way that will not create confusion with the Program or any government agency or entity associated with the Program.

- c. The Registered Contractor shall not purchase, own, lease or license, or buy leads, or receive or seek to receive any benefit from websites (URLs), social media accounts, or other media containing the names AllianceNRG Program™, CounterPointe Energy Solutions LLC, or CounterPointe Energy Solutions Residential, LLC or any confusingly similar name or derivative name or any other website, webpage, social media account or other media that the Program finds to be unacceptable. For the avoidance of doubt, the prohibition described in the immediate preceding sentence does not apply to websites, webpages, social media accounts, trademarks or other Program intellectual property assets the use of which the Program has authorized in writing provided the use is in compliance with the authorization.
- d. No Registered Contractor shall use any Program information or intellectual property when generating leads. This prohibition applies to use by all lead generation and marketing companies engaged by, or acting on behalf of, such Registered Contractor.
- e. The Registered Contractor may only use the Program logo on printed materials, websites, or social media accounts in accordance with the Brand and Marketing Policy which can be found on the Program's website and which is incorporated into the Agreement.
- f. Each Registered Contractor in good standing with the Program may refer to themselves as an AllianceNRG Program™ Registered Contractor on places where it displays its company logo. To be eligible to use the Program Trademark in this manner, the Registered Contractor's company logo must be the most prominent logo displayed, and there can be no potential for confusion between the Registered Contractor and the Program. See the AllianceNRG Program™ Brand and Marketing Policy for more information.
- g. No Registered Contractor shall provide, or even appear to provide, tax advice to property owners regarding any aspect of the financing provided by the Program. Property owners should be advised to consult their tax advisor on all issues related to the deductibility of any element of such financing.

4.4.2 Program Right to Review Marketing Materials

The Program reserves the right to review and approve, or require changes, to any and all advertising, marketing, or promotional copy or material which references the Program and which is developed or used by the Registered Contractor. The Program may notify the Registered Contractor of any additional items and require changes at any time at its sole discretion. The Program may require the Registered Contractors to submit copy and materials for pre-approval.

4.5 Application Data; Account Security

As a condition of its use of the Contractor Portal ("Portal"), a Registered Contractor must: (i) provide accurate, current and complete information about itself, as may be sought during the application process ("Application Data"); (ii) maintain the security of its password and identification; (iii) maintain and promptly update the Application Data, and keep accurate, current and complete any other information it provides to the Program; (iv) enter accurate electronic payment instructions and promptly revise payment instructions as needed to ensure accurate processing of Program payments to the Registered Contractor; (v) revise the information on file with the Program within five business days in the event of any changes filed with the State and any changes, suspensions or terminations of its licenses, (vi) be fully responsible for all use of its account and for any actions that take place using its account; (vii) accurately maintain all user accounts including but not limited to maintaining accurate phone numbers and email addresses, and promptly deleting users who are no longer associated with the Registered Contractor; and (viii) not provide access to the Portal to, or share in any manner its passwords or any of the tools or materials accessible through the Portal with any person who is not employed by the Registered Contractor.

The provisions of this Section 4.5 are without limitation to the obligations of a Registered Contractor to comply with the Terms of Use posted on the Program's website.

4.6 Comply with All Applicable Laws and Sound Business Practices

Each Registered Contractor shall:

- a. Comply with the letter and intent of all federal, state and local laws, ordinances, rules and regulations including telemarketing laws, regulations and rules including, but not limited to the Telephone Consumer Protection Act, the Older American's Act (including Elder Rights Protection principles) and the Truth-In-Lending Act.
- b. Use sound and legally compliant hiring practices, including but not limited to conducting credit and background and screening checks on all employees, temporary staff, contract employees, subcontractors and third party associates to assure that such persons comply with the Registered Contractor's duties and obligations as a Registered Contractor in the Program.
- c. Provide training regarding the Program for all of its employees, subcontractors and third party associates of who will be involved in the Program.
- d. Maintain and provide the Program with copies of requested documents that relate to Projects financed by or through the Program, as well as documents that relate to certifications, licenses, insurance or bonding.

5. Disbursements to Registered Contractor.

5.1. **Payment of Disbursements.** Upon satisfaction of all requirements of the Program with respect to each type of Disbursement to a Registered Contractor, we will authorize the Trustee to pay the Progress Disbursement or the Final Disbursement, as the case may be, to the Registered Contractor. All funds due a Registered Contractor under the Program are disbursed by the Trustee when directed to do so by us.

5.2. **Completion Certificate.** In order to receive a disbursement, the Registered Contractor must submit the applicable Completion Certificate executed by the property owner and the Registered Contractor. There is a separate Completion Certificate for the Progress Disbursement and the Final Disbursement and the Registered Contractor must meet all milestones set forth therein for each separate Disbursement.

5.3. **Progress Disbursement.** Upon Company's receipt of a properly executed Completion Certificate which authorizes Company to request payment of a Progress Disbursement to the Registered Contractor, provided that Company's underwriting requirements have been satisfied in the Company's sole discretion, Company shall request that the Progress Disbursement be made to the Registered Contractor by the Trustee.

In the event a Registered Contractor receives a Progress Disbursement and fails to complete the installation of the Property Improvements with respect to the subject property improvement project within ninety (90) days from the date the Registered Contractor receives such Progress Disbursement, Company shall be entitled to initiate a debit of the "Bank Account" (defined in the Registered Contractor Agreement), upon notice of same delivered to the Registered Contractor by email, in the amount of such Progress Disbursement pursuant to the provisions of Section 8 of the Registered Contractor Agreement.

5.4. **Final Disbursement.** Upon Company's receipt of a properly executed Completion Certificate which authorizes Company to request a final disbursement of the cost of the Property Improvements and the installation thereof to a Registered Contractor, provided that Company's underwriting requirements have been satisfied in the Company's sole discretion, Company shall request that such final disbursement be made to the Registered Contractor by the Trustee.

It is important to note that payment for the cost of the Property Improvements and the installation thereof is the sole responsibility of the property owner and that the Company shall not be required to make any payments to the Registered Contractor related thereto.

Company shall have the right, in its sole and absolute discretion, to decide which Registered Contractors shall be



eligible for Progress Disbursements notwithstanding the above.