

## Participating Contractor Agreement

This Participating Contractor Agreement (this “Agreement”) is entered into between CounterPointe Energy Solutions Residential, LLC (the “Company”) located at 555 S. Federal Hwy, Suite 350, Boca Raton, Florida 33432, a Delaware Limited Liability Company, and \_\_\_\_\_, located at \_\_\_\_\_ (the “Contractor”) each a “Party” and, collectively, the “Parties” as of this \_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”).

### Recitals:

**WHEREAS**, Company administers the AllianceNRG Program™ (the “Program”) on behalf of CounterPointe Energy Solutions (FL), (“Program Administrator”) as part of the Open Statewide PACE Program sponsored by the Florida PACE Funding Agency (“FPFA”) in the state of Florida (Company, Program Administrator and FPFA collectively referred to herein as the “Program Participants”); and

**WHEREAS**, Company has been granted the right to originate non-ad valorem residential property tax assessments to finance the purchase of “Eligible Products” (as defined by the Florida Eligible Products List which is part of the “Other Documents”) sold to property owners and installed on their property by contractors licensed by the state of Florida to perform such services (“Qualifying Improvement”); and

**WHEREAS**, the Program requires that contractors who wish to participate in the Program must satisfy the “Minimum Eligibility Criteria” set forth on Exhibit A to this Agreement and complete the Participating Contractor Application to the satisfaction of the Company (each contractor who successfully completes the aforesaid process, a “Participating Contractor”); and

**WHEREAS**, the Parties wish to provide for a payment to Contractor of up to fifty percent (50%) of the cost of the Qualifying Improvements and the installation thereof prior to completion of the installation of said Qualifying Improvements (“Progress Disbursement”); and

**WHEREAS**, Contractor desires to participate in the Program on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and mutual agreements set forth herein, and for other good and valuable consideration, their receipt and sufficiency of which are hereby acknowledged, the Contractor and Company hereby agree as follows:

### **1. Incorporation of Recitals and Other Documents by Reference**

This Agreement incorporates by reference the Recitals and following documents: the \_\_\_\_\_, the Privacy Statement, the Company’s Brand and Marketing Policy, the Florida Eligible Products List, the Florida Residential Properties Guidebook and the Florida Participating Contractor Guidebook published by Company or its affiliates as amended from time to time during the term hereof (collectively, the “Other Documents”). Each of the Other Documents is posted on the Company’s website, [www.allianceng.com](http://www.allianceng.com) (the “Site”). By executing this Agreement, Contractor acknowledges that it has read each of the Other Documents, that it understands and agrees to conduct itself in accordance with the terms and conditions of such Other Documents including,

without limitation, the Code of Conduct set forth in the Participating Contractor Guidebook and further agrees to be bound by all of the terms and conditions of this Agreement and the Other Documents.

## **2. Modifications of Other Documents without Notice**

The Company reserves the right, in its sole discretion at any time and from time to time, to modify the Other Documents with or without notice to Contractor and Contractor is responsible for monitoring the Site and complying with current versions of the Other Documents. The “Last Updated” date indicated on each of the Other Documents will indicate when the latest modifications were made. By continuing to participate in the Program after any of the Other Documents have been modified, Contractor agrees to be bound by such modifications.

## **3. Modifications of this Agreement**

In addition to modifying this Agreement by modifying the Other Documents as described above, the Company may, in its sole discretion at any time and from time to time, modify the terms and conditions set forth in this Agreement by providing Contractor with written notice of such modification, including the effective date of such modification. By continuing to participate in the Program after the effective date of any such modification, Contractor agrees to such modifications.

Notwithstanding the above, property improvement projects which are subject to a credit approval issued to Contractor or property owner by Company prior to the date of such modification shall not be subject to such modification.

## **4. Contractor’s Representation, Warranties and Covenants**

Contractor represents warrants and covenants the following:

All information Contractor has provided to the Company as of the date hereof, including, without limitation, the information on Contractor’s Participating Contractor Application is true, accurate, current and complete. Contractor further agrees that all information provided to the Company from and after the date of this Agreement will be true, accurate, current and complete.

Contractor has satisfied each component of the Minimum Eligibility Criteria set forth on Exhibit A to this Agreement which applies to Contractor and shall continue to satisfy all such Minimum Eligibility Criteria applicable to Contractor at all times during the term of this Agreement.

Contractor has the requisite experience to perform the work contemplated by its participation in the Program (and shall ensure that all subcontractors selected by Contractor have such experience) and has completed at least three property improvement projects which were financed by participants in one or more Open Property Assessed Clean Energy (“PACE”) Programs.

Contractor has never been denied the right to participate as a contractor in any PACE program.

Contractor shall provide all documentation requested by Company in accordance with the terms and conditions of the Program.

Contractor shall utilize the AllianceNRG™ trademark solely for the purpose of financing property improvement projects under the Program and shall comply with all requirements of the Company's Brand and Marketing Policy.

Contractor shall provide oversight and management of all employees, independent contractors, and subcontractors who provide services to Contractor under the Program; to meet all State and local licensing, training and permitting requirements; and, to ensure that all Affiliated Individuals register and comply with the rules and requirements of the Program. For the purposes of the foregoing, an "Affiliated Individual" means all employees, entities, owners, partners, principals, independent contractors, subcontractors, third party agents or other persons who perform services for the Contractor in connection with the Program.

##### **5. Company Representations and Warranties.**

Company has all requisite authority to originate residential PACE assessments under the Program.

Company shall comply with all requirements of applicable law and regulation in the performance of its duties under the Program.

##### **6. Final Disbursement; Progress Disbursement.**

In the event that Company has granted Contractor the right to receive Progress Disbursements, then upon Company's receipt of a Completion Certificate executed by Contractor and property owner which authorizes Company to request payment of a Progress Disbursement to 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 Contractor by the Trustee.

In the event Contractor receives a Progress Disbursement and fails to complete the installation of the Qualifying Improvements with respect to the subject property improvement project within ninety (90) days from the date Contractor receives such Progress Disbursement, Company shall be entitled to initiate a debit of the "Bank Account" (defined below), upon notice of same delivered to Contractor by email, in the amount of such Progress Disbursement pursuant to the provisions of Section 8 hereof. To the extent adequate funds are available in the Bank Account, Contractor hereby consents to Company's withdrawal of said funds pursuant to Section 8 of this Agreement and Contractor covenants that it will not object to such withdrawal and will not attempt to reverse any such withdrawal. In the event that adequate funds are not available in the Bank Account, Contractor shall pay the full amount due Company with respect to such Progress Disbursement by wire transfer of immediately available funds to the address specified in Company's demand for repayment.

Upon Company's receipt of a Completion Certificate executed by Contractor and property owner which authorizes Company to request a final disbursement of the cost of the Qualifying Improvements and the

installation thereof to 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 Contractor by the Trustee.

Notwithstanding the foregoing, payment to Contractor for the cost of the Qualifying Improvements and the installation thereof is the sole responsibility of the property owner and Company shall not be required to make any payments to Contractor related thereto or related to Contractor's participation in the Program. In the event Company has performed all of its obligations under the Program and payment for the Qualifying Improvements is not received by Contractor in accordance with the terms and conditions of the Program, Contractor's sole recourse shall be to pursue its right against the property owner to receive payment for the Qualifying Improvements.

### **7. Commencement of Work.**

Contractor acknowledges that Chapter 2008-227, Laws of Florida requires the property owner to provide 30 days advance notice of his or her intent to enter into a PACE financing agreement to the holders or servicers of any existing mortgages encumbering or otherwise secured by the property to be improved. In the event Contractor shall commence work on the Qualifying Improvements prior to the expiration of the aforesaid 30 day notice period, Contractor shall be solely responsible for any consequences of such action related to Contractor's right to receive payment for the Qualifying Improvements under the Program notwithstanding its receipt of a Notice to Proceed from Company.

### **8. ACH Authorization**

Contractor hereby authorizes Company to initiate credit entries and, if necessary, debit entries and adjustments for any entries in error to the bank account indicated in on the Contractor's application for enrollment in the Program or any other bank account Contractor subsequently indicates (the "Bank Account") and the depository named therein (the "Depository") to credit and or debit the Bank Account with respect to amounts due to or from Contractor (collectively the "Authorization"). Contractor shall be entitled to terminate the Authorization upon thirty days written notice sent to Company and the Depository by certified mail return receipt requested at the address as shown above. Notwithstanding termination of the Authorization, the Authorization shall remain in full force and effect for a period of thirty days after the last credit or debit entry.

Contractor understands that the Company will rely on the Bank Account information in disbursing or authorizing the disbursement of payments to Contractor under the Program, that incorrect information could result in delays in making payments to Contractor under the Program, and that such payments may be reduced by the amounts of any bank charges for returned electronic funds transfer requests.

### **9. Patriot Act Information Form.**

Contractor acknowledges and agrees that Company has delegated the responsibility to complete the Patriot Act Information Form ("Form") to Contractor. Contractor shall obtain a valid form of identification, as set forth on the Form, from each property owner and shall complete the Form pursuant to its terms. Contractor shall execute the Form to confirm that it has verified the identity of the property owner on behalf of Company and that all information on the form is true and correct.

#### **10. Electronic Signature.**

The execution of any documents required hereby, including the Participating Contractor Application and the Certificate of Completion, in the form of a “jpeg” image or other similar electronic format signature (“Electronic Signature”), shall create a valid and binding obligation of the Party executing (or on whose behalf such Electronic Signature is executed) with the same force and effect as if such Electronic Signature were an original thereof, and Company may rely on the receipt of such Electronic Signature as if the original, wet signature, had been received.

#### **11. Right to Reject.**

Company reserves the right to (a) reject any application for financing or (b) refuse to process a request to finance any property improvement project notwithstanding a prior approval of the application related thereto, unless and until it has determined in its sole and absolute discretion that the requirements the Program have been met with respect to such project.

#### **12. No Agency.**

The Parties acknowledge that they are not agents for one another and therefore they are not bound by any agreements made by one another with third parties unless prior written approval has been given. The Parties specifically agree to indemnify and hold one another harmless from any damages each may incur as a result of claims made by any third party in contravention of this paragraph, including recovery of any expenses and attorney fees incurred by either Party to defend against such claims.

#### **13. Disclaimer; Limitation of Liability**

CONTRACTOR’S PARTICIPATION IN THE PROGRAM IS AT ITS SOLE RISK. CONTRACTOR IS RESPONSIBLE FOR DETERMINING WHETHER TO PARTICIAPTE IN THE PROGRAM AND WHETHER TO CONTRACT WITH ANY PROPERTY OWNER SEEKING TO OBTAIN FINANCING UNDER THE PROGRAM.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY, ITS AFFILIATED COMPANIES, THE PROGRAM, ANY GOVERNMENTAL AUTHORITY SPONSORING OR PARTICIPATING IN THE PROGRAM, ANY PERSON PROVIDING SERVICES TO COMPANY, ITS AFFILIATED COMPANIES OR ANY GOVERNMENTAL AUHTORITY IN CONNECTION WITH THE PROGRAM AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND OTHER REPRESENTATIVES (COLLECTIVELY, “PROGRAM PARTICIPANTS”) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, PROGRAM PARTICIPANTS MAKE NO REPRESENTATION OR WARRANTY THAT (I) THE PROGRAM WILL

MEET CONTRACTOR'S REQUIREMENTS, (II) THE PROGRAM WILL BE UNINTERRUPTED, (III) THE RESULTS THAT MAY BE OBTAINED FROM PARTICIPATION IN THE PROGRAM WILL BE BENEFICIAL TO CONTRACTOR, (IV) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY CONTRACTOR THROUGH ITS PARTICIPATION IN THE PROGRAM WILL MEET CONTRACTOR'S EXPECTATIONS (V) ANY ERRORS IN ANY OF THE SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY CONTRACTOR THROUGH THE PROGRAM WILL BE CORRECTED, (VI) CONTRACTOR WILL BE SELECTED BY A PROPERTY OWNER, (VII) AN APPLICATION FOR FINANCING UNDER THE PROGRAM WILL BE APPROVED OR (VII) CONTRACTOR WILL BE PAID ANY AMOUNTS DUE AND PAYABLE TO CONTRACTOR UNDER A CONTRACT WITH A PROPERTY OWNER OR OTHERWISE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY CONTRACTOR THROUGH ITS PARTICIPATION IN THE PROGRAM IS DONE AT CONTRACTOR'S DISCRETION AND RISK AND CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CONTRACTOR FROM ANY PROGRAM PARTICIPANT OR THROUGH THE PROGRAM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

PROGRAM PARTICIPANTS SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO, CONTRACTOR'S PARTICIPATION IN THE PROGRAM OR CONTRACTOR'S DEALINGS WITH PROPERTY OWNERS OR ANY PROGRAM PARTICIPANT IN CONNECTION WITH THE PROGRAM, INCLUDING ANY LIABILITY (I) AS A PUBLISHER OF INFORMATION, (II) FOR ANY INCORRECT OR INACCURATE INFORMATION, (III) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF CONTRACTOR'S TRANSMISSIONS OR DATA, (IV) FOR STATEMENTS OR CONDUCT OF ANY PROPERTY OWNER OR ANY OTHER THIRD PARTY, OR (VII) FOR ANY OTHER MATTER RELATING TO THE PROGRAM. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF AN INDIVIDUAL ADVISES OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND CONTRACTOR. THE INFORMATION AND SERVICES OFFERED IN CONNECTION WITH THE PROGRAM WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CONTRACTOR. IN SUCH JURISDICTIONS, THE DISCLAIMER AND THE LIMITATIONS AND EXCLUSIONS OF LIABILITY ARE APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **14. Indemnification**

Contractor shall indemnify, defend and hold harmless all Program Participants against all claims, demands, audits, judgments, causes of action, losses, expenses, damages and costs, including any reasonable attorneys' fees, resulting or arising from or relating to (a) Contractor's breach or alleged breach of this Agreement or any of the Other Documents, including Contractor's failure to meet any requirements to be registered as a Participating Contractor under the Program, (b) any contracts, agreements, arrangements, understandings and dealings with property owners or any other person in connection with the Program, or (c) any violation or alleged violation of applicable law in performing its obligations under this Agreement.

#### **15. Termination**

This Agreement may be terminated:

By the Contractor at any time upon ten (10) days written notice to Company which termination shall be effective upon the expiration of said ten (10) day period.

By the Company at any time upon ten (10) days written notice to Contractor which termination shall be effective upon the expiration of said ten (10) day period.

By the Company upon written notice to Contractor for cause which shall include, but not be limited to, a material breach of the Agreement by Contractor, which termination shall be effective upon the delivery of the notice of termination by email and the simultaneous deposit of such notice in the United States Mail addressed to the Contractor's address set forth above or any address subsequently provided by Contractor sent Certified Mail, Return Receipt Requested.

Upon the termination of the Agreement for any reason, Contractor shall discontinue any further use of the Site and contractor shall promptly destroy all materials downloaded or otherwise obtained from the Program, as well as all copies of such materials.

Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Program (or any part thereof) with or without notice. Contractor agrees that Program Participants their affiliates shall not be liable to Contractor or to any third party for any modification, suspension or discontinuation of the Program.

Notwithstanding the termination of this Agreement, Contractor shall be entitled to compensation in accordance with the terms of this Agreement with respect to all property improvement projects subject to a credit approval issued to Contractor and/or property owner by Company prior to the date of Termination and the terms and conditions of this Agreement shall continue to apply to all such pre-approved projects.

#### **16. Survival.**

Sections 6, 7, 8, 10, 13, 14 and 24 shall survive any termination of this Agreement and the provisions of the Terms of Use Agreement shall survive termination in accordance with its terms. Contractor's representations,

warranties, acknowledgements and agreements set forth in any Completion Certificates signed by Contractor shall also survive any termination of this Agreement.

### **17. Applicable Law; Jurisdiction; Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida in the United States, without regard to its choice of law provisions. Contractor hereby submits to personal jurisdiction in the State of Florida and further agrees that any cause of action arising from or relating to the use of the Site, any materials downloaded from the Site, or this Agreement shall be brought exclusively in the Federal or State Courts residing in the State of Florida.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR AND COMPANY HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING OR LITIGATION BROUGHT AGAINST THE OTHER WITH RESPECT TO THIS AGREEMENT OR THE PROGRAM. IN ADDITION, NEITHER CONTRACTOR NOR COMPANY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER PERSONS, OR LITIGATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Since a breach of the provisions of this Agreement by contractor may not adequately be compensated by money damages, Company shall be entitled, in addition to any other right or remedy available to us, to an injunction restraining such breach or a threatened breach and to specific performance of any such provision of this Agreement, and in either case no bond or other security shall be required in connection therewith, and Contractor hereby consents to the issuance of such injunction and to the ordering of specific performance.

### **18. Severability**

If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions shall not be affected. When used in this Agreement, the term "including" shall be deemed to be followed by the words "without limitation."

### **19. Consent to Background Check**

Contractor, on behalf of its employees, officers and shareholders consents to a background check by Company, at any time and from time to time, including a consumer or credit report request, investigation into any criminal convictions and any inquiry appropriate and necessary to verify or confirm the information provided by Contractor to any Program Participant.

### **20. Entire Agreement**

This Agreement, together with the Other Documents, constitutes the entire and only agreement between the Parties with respect to the subject matter of this Agreement and the Other Documents and supersedes any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of this Agreement and the Other Documents.

### **21. Miscellaneous**

The failure of either Party to insist upon strict adherence to any term of this Agreement or the Other Documents shall not constitute a waiver of such term and shall not be considered a waiver or limit of that party's right thereafter to insist upon strict adherence to that term or any other term of this Agreement or the Other Documents.

Contractor acknowledges that it is not an agent for any of the Program Participants and therefore that none of the Program Participants shall be bound by any agreements made by Contractor with any third party.

The "Disclaimer; Limitation of Liability" and the "Indemnification" provisions of this Agreement are for the benefit of Company and the other Program Participants, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against Contractor on its own behalf.

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. Contractor may not sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement.

**22. Assignment.** Neither Party may assign this Agreement without the prior written approval of the other Party; any attempted assignment without the approval of the other Party shall be void ab initio and of no force and effect. Notwithstanding the foregoing,

### **23. Notices**

Subject to the provisions of Sections 6 and/or 15 above, any notice to be given or other documents to be delivered by either Party to the other Party shall either be deposited in the United States mail as certified mail, return receipt requested, with postage thereon fully prepaid or via a national overnight courier, and addressed to the Party for whom intended at the address set forth in the first paragraph of this Agreement (or such other address as shall be provided to the other Party in writing at any time). Such notice or other documents shall be deemed received upon the Party's actual receipt thereof. Either Party to this Agreement may, from time to time by written notice to the other, designate a different address, which shall be substituted for the one above. Notices sent by certified mail shall be deemed effective when an appropriate receipt is signed.

### **24. Confidential Information.**

During the term of this Agreement and for a period of twelve (12) months subsequent to its termination, each of the Parties agrees to treat the terms of this Agreement and all information concerning the other Party that is furnished or made available to a Party in connection with this Agreement whether tangible, intangible, visual, written, oral, or electronic as confidential ("Confidential Information"). Except as otherwise agreed by the Parties, neither Party will disclose the Confidential Information or use the Confidential Information for its own or any third party's benefit or use it other than with respect to the transactions contemplated by this Agreement. However, the Parties grant each other the right, subject to any applicable consumer credit or other applicable laws governing the confidentiality of information, to provide such information to its agents, partners, lenders and service providers regarding customer credit applications originated through the Contractor, whether approved credit, the grading of the credit, whether the Instruments were funded, delinquency information and other information which may be requested by or deemed appropriate and necessary by the Party. Each Party acknowledges that all of the Confidential

Information is the exclusive property of the Party furnishing it to the other Party and that the unauthorized disclosure or use of the Confidential Information may cause irreparable harm and significant injury, the monetary effect of which may be difficult to ascertain. Accordingly, the Parties agree that the furnishing Party may be entitled, without the necessity of showing actual monetary damages, posting of a bond or other security, to seek immediate injunctive relief and specific performance against any actual or threatened breach of this Agreement, in addition to any and all other rights and remedies available at law, in equity or otherwise for such a breach and that the Party receiving such Confidential Information will not resist such application for relief on the basis that the furnishing Party has an adequate remedy at law. Confidential Information does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the disclosing Party or any of its representatives to the receiving Party or (ii) is already available to, or becomes available to, receiving Party on a non-confidential basis from a source other than the disclosing Party or any of its representatives; provided, that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the disclosing Party or any other Party with respect to such information.

## **25. Acknowledgements and Disclosures**

The undersigned represents on behalf of the Contractor that he or she is authorized to sign this agreement on behalf of Contractor, has read and understands this Agreement and the Other Documents, and the information provided by Contractor in and pursuant to this Agreement is true, correct and complete.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the Effective Date hereof.

\_\_\_\_\_  
Printed Participating Contractor Company Legal Name

By: \_\_\_\_\_

Name:

Title:

**COUNTERPOINTE ENERGY SOLUTIONS RESIDENTIAL, LLC**

By: \_\_\_\_\_

Steven G. Cropper, President

## **Exhibit A**

### **Minimum Eligibility Criteria**

Set forth below are the minimum eligibility requirements which must be satisfied by Contractor, as applicable, prior to becoming a Participating Contractor. Capitalized terms used herein which are not defined shall have the meaning ascribed to them in the Participating Contractor Agreement (the “Agreement”) to which this list is attached as Exhibit A thereto.

#### **Participation**

Contractors wishing to participate in the Program as a Participating Contractor shall complete each step of the Company enrollment process to the satisfaction of Company.

#### **Service Finance Company, LLC**

Contractor shall be enrolled in the Service Finance Company financing program and execute the SFC Master Dealer Agreement prior to the execution of the Agreement. Each Participating 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 Florida (the “State”), and must be in good standing with the Florida Construction Industry Licensing Board (“FCILB”) and other specialized licensing boards, as applicable to the work being performed by Contractor, in accordance with Chapter 489 of the Florida Statutes including but not limited to compliance with all bonding, insurance, and workers’ compensation insurance requirements associated with such license(s) before, during, and at the completion of a Qualifying 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 Participating Contractor must have at least one “Qualifying Agent” listed on the Participating Contractor Application as a representative who has provided to the Program all identifying and contact information on file with the State. A “Qualifying Agent” is a person who is named in the Certificate of Authority issued by the respective licensing board or otherwise designated as such by Contractor pursuant to the law of the State who is authorized to act on behalf of, and who is responsible for the actions of, a Participating Contractor.

A Contractor must be in good standing with the FCILB and other specialized licensing boards, as applicable to the work being performed by Contractor, in accordance with Chapter 489 of the Florida Statutes 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 FCILB and other specialized licensing boards, as applicable to the subcontractor, 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.

### **Insurance**

Participating Contractors are required to maintain insurance coverage and surety bonds as required by the State and the FCILB and other applicable specialized licensing boards. The fact that the Contractor is listed as in good standing with the FCILB and other specialized licensing boards 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 FCILB and other applicable specialized licensing boards each time Contractor submits an application for financing under the Program.

### **Experience**

Contractor must have verifiable and successful experience with respect to the types of Projects financed by the Program for which Contractor desires to be engaged for Program-financed work and to be listed in the Participating Contractor Directory on the Site. Contractor shall provide such evidence of its experience as Company may require during the enrollment process.

### **Additional Criteria by Municipality**

Certain municipalities have established requirements for Contractors beyond what is required by state law. Refer to the Participating Contractor Guidebook available as part of the Other Documents referred to in the Agreement. 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.