

RESOLUTION NO. 2018-0521(1)

AUTHORIZING THE ENGAGEMENT OF ADDITIONAL FINANCIAL SERVICE PROVIDERS TO ORIGINATE AND FUND FINANCING OF QUALIFYING IMPROVEMENTS THROUGH THE AGENCY; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF FINANCIAL SERVICE PROVIDER AGREEMENTS IN SUBSTANTIALLY THE FORM ATTACHED HERETO; AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF DOCUMENTS NECESSARY FOR THE ESTABLISHMENT OF SEPARATE ISSUES OF BONDS FOR SUCH ADDITIONAL FINANCIAL SERVICE PROVIDERS AND AUTHORIZING THE ISSUANCE OF SUCH BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the Florida PACE Funding Agency (the "Agency") is a public body corporate and politic and local unit of government duly organized and existing under the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Part I, Florida Statutes, as amended (the "Interlocal Act"), and pursuant to the provisions of a certain duly filed Interlocal Agreement Relating to the Establishment of the Florida PACE Funding Agency dated as of June 21, 2011 (the "Charter Agreement") between Flagler County, Florida, and the City of Kissimmee, Florida, effective on June 22, 2011, as subsequently amended and restated, for the purpose, among other things, of providing and operating its Program (as described in the hereinafter approved Master Indenture) in accordance with and as authorized by Section 163.08, Florida Statutes (the "Supplemental Act") to provide for a scalable statewide financing vehicle for Qualified Improvements (as hereinafter defined) through the levy of special assessments authorized by the Supplemental Act and to issue its bonds secured by the revenues from the special assessments;

WHEREAS, the Agency has established a statewide property assessed clean energy ("PACE") program platform to facilitate the provision, funding and financing of qualifying improvements pursuant to Section 163.08, Florida Statutes (the "FPFA Platform").

WHEREAS, the Agency has engaged Counterpointe Energy Solutions (FL) LLC, a Delaware limited liability company ("CES-FL") to be the third party administrator (in such capacity, the "Program Administrator") for the Agency pursuant to an Restated Third Party Administration Services Agreement, dated as of March 17, 2016, by and among the Agency, Counterpointe Energy Solutions LLC, a Delaware limited liability company ("CES"), and CES-FL (the "Program Administration Agreement");

WHEREAS, pursuant to the Program Administration Agreement, the Program Administrator established a residential PACE program operating under the AllianceNRG Program brand and a commercial PACE program operating under the CounterpointeSRE Program brand;

WHEREAS, the Agency and the Program Administrator desire to have other qualified PACE program providers operate as "Financial Service Providers" (as such term is defined in the Program Administration Agreement) by operating their own branded PACE programs on the FPFA Platform in accordance with the Program Administration Agreement and subject to the oversight of the Agency and the Program Administrator;

WHEREAS, the Agency desires to authorize the and approve in substantial form the agreements to be entered by the Agency and the Program Administrator with such Financial

Service Providers (the "Financial Services Provider Agreements") and to authorize all necessary action in connection with the integration and participation of such Financial Service Providers in the FPFA Platform; and

WHEREAS, the Agency has previously adopted its Resolution No. 2011-001 adopted on June 22, 2011 (the "Master Bond Resolution") though joint and concurrent resolutions of Flagler County, Florida and the City of Kissimmee, Florida, which Master Bond Resolution was ratified by the Agency upon the seating of its initial Board;

WHEREAS, the Agency has previously obtained a final judgment validating the due formation and operation of the Agency and the Agency's authority to issue up to \$2,000,000,000 in principal amount of bonds ("Bonds") under and pursuant to the Master Bond Resolution and the validity and enforceability of the non-ad valorem assessments levied by the Agency under its Program to secure its bonds;

WHEREAS, the Agency has determined to undertake the financing of such branded PACE programs through the issuance of a separate issue of its Revenue Bonds (Energy and Wind Resistance Improvement Finance Program) for each such program (the "Separate Program Bond Issues"), to be issued in various series, in order to pay all or a portion of the Costs of Qualifying Improvements funded by such separate PACE programs; and

WHEREAS, the Agency desires to authorize the preparation, execution and delivery of documents necessary for the establishment and issuance of the Separate Program Bond Issues and to appoint a trustee for the such Bonds;

NOW, THEREFORE, BE IT DETERMINED by the Florida PACE Funding Agency, acting through its duly authorized officer, as follows:

Section 1. Authorization of Additional Financial Services Providers. The Agency does hereby approve and authorize each of the parties listed on Schedule A as additional Financial Services Providers.

Section 2. Authorization of Financial Services Provider Agreements. The Agency does hereby authorize and approve the execution by the Chair, or in the case of the Chair's absence or inability to act, the Vice Chair, and any Designated Member, and the delivery of Financial Service Provider Agreements with each of the additional Financial Services Providers. The Financial Service Provider Agreements shall provide for the duties and obligations of the applicable Financial Services Provider and shall be in substantially the form thereof attached hereto and marked Exhibit "A", which is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the agreement with the applicable Financial Services Providers as shall be approved by the Chair, Vice Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the Agency's approval of any changes therein from the form of the Financial Service Provider Agreement attached hereto.

Section 3. Authorization of Preparation, Execution and Delivery of Master Indentures for Separate Program Bond Issues. The Agency does hereby authorize and approve preparation of and when prepared the execution by the Chair, or in the case of the Chair's absence or inability to act, the Vice Chair, and any Designated Member, and the delivery of Master Indentures (each a "Master Indenture") for the each issue of the Separate Program Bond Issues, each between the Agency and the trustee appointed pursuant to Section 9 of this Resolution (the

“Trustee”). Each Master Indenture shall provide for the security for each Series of the Issue One Bonds and express the contract between the Agency and the owners of the Bonds of such Separate Program Bond Issue. Each Master Indenture shall be in substantially the form utilized for the Agency’s Revenue Bonds (Energy and Wind Resistance Improvement Finance Program), Issue One, with such changes therein as are necessary or desirable to reflect the terms of such Separate Program Bond Issue as shall be approved by the Chair, Vice Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the Agency’s approval of any changes therein from the form of the Master Indenture relating to the Issue One Bonds.

Section 4. Certain Details of the Separate Program Bond Issues. The Bonds of each Separate Program Bond Issue, and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the Agency or of the State of Florida (the “State”), or of any political subdivision thereof, but shall be payable solely from the Special Assessments (as defined in the applicable Master Indenture) levied by the Agency on property benefited by Qualifying Improvements and subject to assessment, as set forth in such Master Indenture, and neither the faith and credit nor any taxing power of the Agency or the State, or of any political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds of such Separate Program Bond Issue, except for Assessment Revenues as described in such Master Indenture derived from Assessments to be assessed and levied by the Agency to secure and pay such Bonds.

The final maturity date of each Series of Bonds of each Separate Program Bond Issue, the interest rate thereon, the optional, mandatory and extraordinary redemption provisions thereof, and the other details of such Bonds not specified herein shall be as set forth in an Issuance Direction with respect to such Series of Bonds of such Separate Program Bond Issue prepared and executed as provided in the applicable Master Indenture. In all other respects, the Issue One Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the applicable Master Indenture.

Section 5. Designation of Attesting Members. The Secretary of the Board (the “Board”) of the Agency, or in the case of the absence of the Secretary or inability to act, an Assistant Secretary of the Board or the Executive Director of the Agency (each individually a “Designated Member”), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chair or Vice Chair of the Board as they appear on each Master Indenture, and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Issue One Bonds and in connection with the application of the proceeds thereof. Such attestation may be by manual or facsimile signature.

Section 6. Authorization of Execution and Delivery of Issuance Directions. The Agency does hereby authorize and approve the execution by the Program Administrator in the name of the Agency and the delivery of Issuance Directions setting for the amount, maturity date(s), interest rate(s), redemption provisions, purchaser, purchase price, and other details of each Series of Bonds of each Separate Program Bond Issue, and identifying (i) the land parcels on which will be located the Qualifying Improvements to be financed with the proceeds of such Series of Bonds and (ii) the Financing Agreements related thereto such Participating Parcels, all as provided in and subject to the limitation set forth in the applicable Master Indenture. Each Issuance Direction prepared and executed in accordance with the applicable Master Indenture shall become a part of the contract between the Agency and the owners of such Series of Bonds. Each Issuance Direction shall be in substantially the form thereof attached to the applicable Master Indenture, and is hereby

approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of such Series of Bonds as shall be approved by the Program Administrator, with the execution thereof to constitute conclusive evidence of such approval.

Section 7. Sale of Bonds of Each Separate Program Bond Issue. It is hereby found and determined that due to the complexity of the financing and the need to coordinate matters among the Agency, its Program Administrator, the Financial Service Providers and the purchasers of the Bonds of each Separate Program Bond Issue (the "Purchasers"), it is in the best interest of the Agency to negotiate the sale of the various Series of Bonds of each Separate Program Bond Issue to the Purchasers. The disclosure required by Section 218.385, Florida Statutes, as amended, shall be provided to the Agency, as evidenced by a schedule attached to the applicable Bond Purchase Agreement when executed. The sale to the Purchasers of the Bond of each Separate Program Bond Issue in various Series in the aggregate principal amount not to exceed \$400,000,000 and having the other terms and provisions determined as set forth in the Master Indenture, is hereby approved.

Section 8. Authorization of Execution and Delivery of Bond Purchase Agreements. The Agency does hereby authorize and approve the execution by the Program Administrator on behalf of the Agency, in accordance with and subject to the limitations set forth in the applicable Master Indenture, and the delivery of a Bond Purchase Agreement with respect to each Series of the Bonds of each Separate Program Bond Issue (the "Bond Purchase Agreement"), each between the Agency and the Purchaser of the Bonds of such Series, substantially in the form utilized for the Agency's Revenue Bonds (Energy and Wind Resistance Improvement Finance Program), Issue One, with such changes therein as are necessary or desirable to reflect the terms of such Separate Program Bond Issue as shall be approved by Program Administrator prior to the execution thereof, with such execution to constitute conclusive evidence of the approval of any changes therein.

Section 9. Appointment of Trustee. The Agency does hereby appoint Wilmington Trust, National Association, a national banking association duly organized and existing under the laws of the United States of America, as Trustee under each Master Indenture. The Trustee shall also serve as the Paying Agent, Registrar and Authenticating Agent under the applicable Master Indenture.

Section 10. Authorization and Ratification of Prior and Subsequent Acts. The members of the Board, the officers of the Agency, the Program Administrator and the agents, counsel and employees of the Agency, are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any closing documents, as may be necessary to provide for the integration and participation of the Financial Service Providers with the Agency and the FPFA Platform, and to carry out and comply with the provisions of this Resolution, the Financial Service Provider Agreements, the Master Indentures, and all of the acts and doings of such members of the Board, the officers of the Agency, the Program Administrator and the agents, counsel and employees of the Agency, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 11. General Authority. To the extent that the Chair or Vice Chair and/or Secretary of the Authority are unable for any reason to execute or deliver the documents referred to above, such documents may be executed and/or delivered by the Executive Director, any

Assistant Secretary or other member of the Authority, with the same effect as if executed and/or delivered by the Chair or Vice Chair or Secretary. Any and all documents may be attested by any of the persons authorized in the foregoing sentence to execute such documents.

Section 12. Authority as to Additional Certificates or Instruments. All members of the Authority and the staff of the Authority are hereby authorized and directed to execute any and all certifications or other instruments or documents required by the Financial Service Provider Agreements, the Master Indentures, the Bond Purchase Agreements, or any other document referred to above as a prerequisite or precondition to the issuance of each Series of Bonds of each Separate Program Bond Issue, and any representation made therein shall be deemed to be made on behalf of the Authority. All action taken to date by the members of the Authority and the staff of the Authority in furtherance of the issuance of the Bonds of each Series of each Separate Program Bond Issue is hereby approved, confirmed and ratified.

Section 13. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 14. Effective Date. This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED in Public Session of the Board of the Florida PACE Funding Agency, this 21st day of May, 2018.

(SEAL)

**BOARD OF DIRECTORS OF THE
FLORIDA PACE FUNDING AGENCY**

Attest:


Secretary
Expanding Prof...

By:


Chair

EXHIBIT A

FORM OF FINANCIAL SERVICE PROVIDER AGREEMENT

SCHEDULE A

LIST OF ADDITIONAL FINANCIAL SERVICE PROVIDERS

PACE Funding Group

Energy Efficiency Equity

FINANCIAL SERVICES PROVIDER AGREEMENT

BY AND AMONG

FLORIDA PACE FUNDING AGENCY,

COUNTERPOINTE ENERGY SOLUTIONS (FL) LLC,

AND

[NAME OF FSP]

DATED AS OF _____, 2018

FINANCIAL SERVICES PROVIDER AGREEMENT

This Financial Services Provider Agreement (this "Agreement") is made and entered into as of _____, 2018 (the "Effective Date"), by and among Florida PACE Funding Agency, an interlocal government agency of the State of Florida (the "Agency" or "FPFA"), Counterpointe Energy Solutions (FL) LLC, a Delaware limited liability company, as program administrator ("CES-FL" or the "Program Administrator"), and [Name of FSP], a [jurisdiction] [type of entity] ("XXX"). The parties to this Agreement may each be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. The Agency has established a statewide property assessed clean energy ("PACE") program platform to facilitate the provision, funding and financing of qualifying improvements pursuant to Section 163.08, Florida Statutes (the "FPFA Platform").

B. The Agency has engaged CES-FL to be the third-party administrator for the Agency pursuant to a Restated Third Party Administration Services Agreement, dated as of March 17, 2016, by and among the Agency, Counterpointe Energy Solutions LLC, a Delaware limited liability company ("CES"), and CES-FL (the "Program Administration Agreement").

C. Pursuant to the Program Administration Agreement, the Program Administrator established a residential PACE program operating under the AllianceNRG Program brand (the "ANRG Program") and a commercial PACE program operating under the CounterpointeSRE Program brand (the "CSRE Program") and together with the ANRG Program the "CES PACE Programs").

D. The Agency desires to have other qualified PACE program providers operate as "Financial Service Providers" (as such term is defined in the Program Administration Agreement) by operating their own branded PACE programs on the FPFA Platform in accordance with the Program Administration Agreement and the Other Program Agreements and subject to the oversight of the Program Administrator.

E. XXX is in the business of originating, funding and financing PACE assessments and bonds or other obligations secured by PACE assessments in other PACE programs with respect to all types of properties (although with a current focus on residential properties) and financing all types of authorized products and improvements to such properties, and desires to operate its PACE program on the FPFA Platform; and

F. In furtherance of the foregoing, the Parties desire to enter into this Agreement pursuant to which XXX will be an approved Financial Services Provider and thereby establish a PACE program under the XXX brand (the "XXX Program") on the FPFA Platform.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS; INTERPRETATION

1.1. Definitions. As used in this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Actions" has the meaning set forth in Section 7.1.

“Administration Agreement” has the meaning set forth in Section 2.3.2(c).

“Administration Fees” has the meaning set forth in Section 2.3.2(c).

“Administrative Services” means services to be rendered by the Program Administrator under the Program Administration Agreement related to the administration, operations and corporate governance of the Agency, tax-roll administration and the oversight of, and coordination among, the FPFA PACE Programs, including the services described in paragraphs (7), (8) and (9) of Section 3.03 the Program Administration Agreement.

“Affiliate” of any Person means any other Person controlled by, controlling or under common control with such Person. As used in this definition, “control” (including, with its correlative meanings, “controlling,” “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, by contract or otherwise). For purposes of this Agreement, neither CES-FL and its Affiliates nor XXX and its Affiliates shall not be deemed to be Affiliates of FPFA.

“Agency” has the meaning set forth in the preamble to this Agreement.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Annual Overhead Budget” means the budget which reflects the CES-FL Overhead Costs for each fiscal year of CES-FL (including the partial Annual Overhead Budget for the period from the Effective Date through and including December 31, 2018).

“Agency Approved Assessment Documents” means the forms of financing agreement, notice of assessment, supplemental notice of assessment, application and any other document the form of which is required to be approved by the Agency or the Program Administrator on the Agency’s behalf pursuant to the Program Administration Agreement, the Municipal Opt-in Documents or written policies of the Agency.

“Additional Assessment Documents” means the forms of documents, other than the Agency Approved Assessment Documents, required by the Agency, the Program Administration Agreement, the Municipal Opt-in Documents or applicable law or otherwise used by XXX in connection with applications for assessments.

“Assessment Documents” means Agency Approved Assessment Documents and Additional Assessment Documents.

“Bad Actor” means, with respect to any Person, that such Person or any of its Affiliates (a) would be disqualified under Section 506(d) of Regulation D of the Securities and Exchange Commission, (b) engaged in conduct that, in the good faith determination of the Agency, results in publicity that harms, or is reasonably likely to result in harm to, the reputation or business of the Agency or the FPFA PACE Programs; or (c) is subject to an enforcement order or agreement by any federal or state governmental agency with jurisdiction over state or federal securities, banking, consumer finance or consumer protection laws.

“Bankruptcy Event” means, with respect to a Party, that such Party (a) becomes insolvent or is unable to pay its debts generally as they become due; (b) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing; (c) is dissolved or liquidated or takes any corporate action for such purpose; (d) makes a general assignment for the benefit of

creditors; or (e) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

"Bond Administration Services" means the services to be rendered under the Program Agreements which relate to the administration of the PACE assessments following the closing thereof and the administration of the PACE Bonds, including the services described in paragraphs (7) and (8) of Section 3.03 of the Program Administration Agreement.

"Bond Documents" means the master indenture(s), the bond purchase agreement, the electronic signature agreement and [list any other agreements, instruments or documents entered into in connection with such documents], to which XXX is a party or by which the XXX PACE Program is subject.

"Business Day" means any day other than (a) Saturday or Sunday, or (b) any day on which the Federal Reserve Bank in New York, New York or Miami, Florida is closed.

"CES-FL" has the meaning set forth in the preamble to this Agreement.

"CES-FL Overhead Costs" means the following costs:

- (a) third-party fees, costs and expenses incurred by CES-FL and its Affiliates in providing Municipal Services, plus the cost of Personnel as identified by position as set forth in the Initial Annual Overhead Budget; and
- (b) fees and expenses incurred by CES-FL and its Affiliates pursuant to the Municipal Opt-in Documents and Program Related Agreements;

provided, however, in no event shall CES-FL Overhead Costs include any portion of the compensation of the Personnel of CES-FL and its Affiliates except as provided in (a), above.

"Change of Control" means the occurrence of any of the following:

(a) any "person" (within the meaning of that term as used in the Rules under Sections 13(d) and 14(d) of the Exchange Act, as interpreted by the Securities and Exchange Commission), who was not, on the Effective Date, the beneficial owner, directly or indirectly, of 50% or more of the voting equity of XXX becomes (after the Effective Date) the beneficial owner, directly or indirectly, of 50% or more of the voting equity of XXX whether as a result of issuances, redemptions, repurchases or transfers of voting equity or otherwise; or

(b) XXX consolidates with, or merges with or into, another Person or sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to any Person, or any Person consolidates with, or merges with or into, XXX, in any such event pursuant to a transaction in which the outstanding voting equity of XXX is converted into or exchanged for cash, securities, equity interests or other property and immediately after such transaction the Persons who were the beneficial owners of the outstanding voting equity of XXX immediately prior to such transaction are not the beneficial owners, directly or indirectly, of more than 50% of the total voting equity of the surviving or transferee Person.

"Chosen Courts" has the meaning set forth in Section 8.9.

"Commercial Properties" means all real properties eligible for PACE financing other than Residential Properties.

“Commercial Services” means the services to be rendered under the Program Agreements which relate to the origination of PACE assessments on Commercial Properties, including the services described in paragraphs (2), (3), (4), (5), (6)(a) and (10) of Section 3.03 of the Program Administration Agreement.

“Costs of Issuance” has the meaning set forth in Section 4.1.

“Covered Services” has the meaning set forth in Section 2.3.1(a)(ii).

“Effective Date” has the meaning set forth in the preamble to this Agreement.

“Fiscal Year” means a calendar year.

“Florida Federal Court” has the meaning set forth in Section 8.9.

“Florida State Court” has the meaning set forth in Section 8.9.

“FPFA” has the meaning set forth in the preamble to this Agreement.

“FPFA PACE Program” means any PACE Program operating on the FPFA Platform (i.e., the CES PACE Programs, the XXX PACE Program and any other PACE program operated by a Financial Services Provider approved by the Agency).

“FPFA Platform” has the meaning set forth in the recitals to this Agreement.

“GAAP” means United States generally accepted accounting principles, consistently applied.

“Governmental Entity” means the United States of America or any other nation, any state or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

“Indemnified Party” has the meaning set forth in Section 7.1.3.

“Indemnifying Party” has the meaning set forth in Section 7.1.3.

“Independent Accountant” means, with respect to any Party, a nationally recognized public accounting firm selected in the reasonable discretion of such Party.

“Launch Date” means the date that XXX commences the performance of the Covered Services and by which it is able to exercise the Related Purchase Rights.

“Losses” has the meaning set forth in Section 7.1.

“Municipal Agreement Addition” has the meaning set forth in Section 2.2.3(a).

“Municipal Agreement Modification” has the meaning set forth in Section 2.2.3(a).

“Municipal Opt-in Documents” means with respect to any Municipality any ordinance or resolution adopted by the governing body of such Municipality providing for the authorization of the Agency to provide PACE financing in such jurisdiction, any agreement between such Municipality and the Agency (e.g., a subscription agreement, an interlocal agreement or any other agreement of a similar nature), any agreement between such Municipality and the Program Administrator, and any other order, document, agreement or other instrument relating to the foregoing.

“Municipal Services” means the services to be rendered under the Program Agreements which relate to marketing, outreach and educational efforts directed at cities, counties and special districts (each, a “Municipality”) to encourage the Municipalities to participate in FPFA PACE Programs, assisting such participating Municipalities in implementing and complying with the terms and conditions of the FPFA PACE Program, providing reports to such participating Municipality, fulfilling any other obligations of the FPFA or the Program Administrator to a participating Municipality, providing government and community relations and support, and providing any services under such Program Agreements other than Administrative Services, Residential Services, Commercial Services and Bond Administration Services, including the services described in paragraphs (1) and (6)(b) of Section 3.03 of the Program Administration Agreement.

“No Fault Indemnification Claim” has the meaning set forth in Section 7.2.2.

“Other Program Agreements” means Program Agreements other than the Program Administration Agreement.

“PA Indemnification Claim” has the meaning set forth in Section 7.2.1.

“PACE” has the meaning set forth in the recitals to this Agreement.

“PACE Bonds” means the bonds issued under the indentures set forth on Schedule 2.1.

“PACE Program” means a program authorized by Property Assessed Clean Energy legislation adopted by a particular State.

“Program Indemnified Parties” has the meaning set forth in Section 7.1.2.

“Party” and “Parties” have the meaning set forth in the preamble to this Agreement.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, association or other entity or a Governmental Entity.

“Personnel” means, with respect to any Person, any individual employee, consultant or independent contractor engaged or employed by such Person.

“XXX Confidential Information” means information that is confidential and proprietary to XXX including lists of customers, contractors, originators, financiers and vendors, XXX’s software platform and the intellectual property rights embodied therein. .

“XXX Indemnified Parties” has the meaning set forth in Section 7.1.

“Pro Rata Share” means, with respect to each FPFA PACE Program, a fraction the numerator of which is one and the denominator is the total number of FPFA PACE Programs.

“Program Administration Fees” has the meaning set forth in Section 4.1.

“Program Agreements” means Bond Documents, the Program Administration Agreement, Municipal Opt-in Documents and Program Related Agreements.

“Program Related Agreements” means an agreements between or among the Agency or the Program Administrator, on the one hand, and a Person other than an Affiliate of the Program Administrator,

on the other hand, pursuant to which such Person provides services for the benefit of all the FPFA PACE Programs, the payment for which is directly or indirectly the responsibility of the FPFA PACE Programs.

“Purchase Rights” has the meaning set forth in Section 2.1.

“Qualified Institutional Investor” means [TBD].

“Related Party” has the meaning set forth in Section 3.5.1.

“Related Purchase Rights” has the meaning set forth in Section 2.3.2(a).

“Residential Properties” means real properties consisting of 1 to 4 family dwellings.

“Residential Services” means the services to be rendered under the Program Agreements which relate to the origination of PACE assessments on Residential Properties, including the services described in paragraphs (2), (3), (4), (5), (6)(a) and (10) of Section 3.03 of the Program Administration Agreement.

“Servicer” means Counterpointe Energy Services LLC, a Delaware limited liability company.

“Services” has the meaning set forth in Section 2.1.

“Specified Data” has the meaning set forth in Section 2.3(d)/2.3.3(d).

“Term” has the meaning set forth in Section 6.1.5.

1.2. Interpretation. Any capitalized term used in the Program Administration Agreement and not defined herein has the meaning of such term in the Program Administration Agreement. Each reference herein to a particular Person shall include a reference to such Person’s successors and permitted assigns. A reference to any document or agreement shall include such document or agreement as amended, modified or supplemented from time to time in accordance with its terms. A reference to any law, rule, regulation or statute includes any amendment or modification thereto. The words “herein” “hereof,” “hereunder,” “hereto,” and words of like import shall refer to this Agreement as a whole and not any particular article, section or subdivision of this Agreement. A reference to an Article, Section or Schedule is a reference to the Article, Section or Schedule of this Agreement unless otherwise indicated. The Schedules hereto shall be deemed as fully a part of this Agreement as if set forth herein in full. In this Agreement, the singular includes the plural and the plural includes the singular, pronouns stated in the neuter gender shall include the masculine, the feminine and the neuter, and the words “including,” “include” and “includes” shall be deemed to be followed by the words “without limitation,” and the word “or” means “and/or;” and, unless otherwise specified, any financial or accounting term has the meaning of the term under GAAP, unless the context otherwise requires, and the word “amend” means amend, modify, supplement, or restate, and “amendment” has a correlative meaning, and the word “any” means any one, more than one, or all. Whenever required by the context, references to a Fiscal Year shall refer to a portion thereof

1.3. Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement.

ARTICLE II COVERED SERVICES AND ASSIGNMENT OF RIGHTS

2.1. Intent of the Parties.

2.1.1. The Program Administrator serves as the program administrator for the Agency with respect to all the FPFA Programs pursuant to the Program Administration Agreement, Municipal Opt-in Documents, master indentures, bond purchase agreements and any other applicable laws, ordinances, resolutions, documents, agreements, policies or orders (collectively, the "Program Agreements"). Under the Program Agreements to which the Program Administrator is a party or is bound as the program administrator for the Agency, the Program Administrator is obligated to perform or cause to be performed certain services in connection with the administration of the FPFA Platform (the "Services"), which Services include the Administrative Services, Residential Services, the Commercial Services, the Bond Administration Services and the Municipal Services. In addition, under the terms of the Program Administration Agreement, an Affiliate of CES-FL and each other approved Financial Services Provider has the right to purchase at issuance the PACE Bonds supported by PACE assessments originated under the FPFA Platform (the "Purchase Rights").

2.1.2. The Agency hereby approves XXX as a Financial Services Provider subject to and in accordance with the terms of this Agreement and the Program Agreements, including the oversight of the XXX Program and coordination of the XXX Program with the other FPFA PACE Programs by the Program Administrator. XXX hereby agrees to serve as a Financial Services Provider and to perform the Covered Services under this Agreement. The approval of XXX as an additional Financial Service Provider is not exclusive and the Agency hereby reserves the right to approve additional Financial Service Providers from time to time.

2.1.3. Each Party acknowledges and agrees that it is entering into this Agreement for the primary business purposes set forth in the recitals to this Agreement and in furtherance of this Section 2.1, and not for the purpose of investing, reinvesting or trading in securities.

2.2. Program Agreements.

2.2.1. Current Program Agreements. The Program Administrator represents that Schedule 2.2 sets forth a true, correct and complete list of the Program Agreements, other than the Bond Documents, each in effect as the date hereof, and that copies thereof have been provided by way of access to an online file with the following link: _____. The Program Administrator and XXX shall update Schedule 2.2 from time to time and shall maintain the online file updated.

2.2.2. Program Administration Agreement. The Agency and the Program Administrator may, without the consent of XXX, (a) amend, modify or waive any provision of any of the Program Administration Agreement, or (b) enter into any renewal of, substitute for, replacement of, or supplement to, the Program Administration Agreement.

2.2.3. Municipal Opt-in Documents.

(a) Each of the Agency and the Program Administrator, on behalf of itself and, to the extent authorized, the Agency, may, without the consent of XXX, (x) enter into new Municipal Opt-in Documents (each action described in clause (x) is a "Municipal Agreement Addition"), (y) amend, modify or waive any provision of any of the Municipal Opt-in Documents, or (z) enter into any renewal of, substitute for, replacement of, or supplement to, any of the Municipal Opt-in Documents (each action described in clauses (y) and (z) is a "Municipal Agreement Modification"); *provided, however*, if the Municipal Agreement Addition or Municipal Agreement Modification would materially increase the scope of the Covered Services, or materially increase XXX's aggregate cost to perform the Covered Services, in any particular Municipality, then XXX shall have the right, exercisable within forty-five (45) days after the effectiveness of such Municipal Agreement Addition or Municipal Agreement Modification, to opt out of

its obligation to perform or otherwise deliver the Covered Services, and to exercise the Related Purchase Rights with respect to such Municipality, provided that such right to opt out shall not apply if such Municipal Agreement Modification was required by the Agency or the Municipality in order to comply with applicable law or the policies of the Agency.

(b) Each of the Agency and the Program Administrator, on behalf of itself and, to the extent authorized, the Agency, may, without the consent of XXX, terminate a Municipal Opt-in Document.

(c) The Program Administrator shall in good faith consult with XXX regarding proposed Municipal Agreement Additions, Municipal Agreement Modification or the termination of any Municipal Opt-in Document affecting the Covered Services or Related Purchase Rights and shall provide drafts of any such Municipal Agreement Additions and Municipal Agreement Modification promptly upon receipt thereof and shall provide a copy of the execution version thereof no later than five (5) Business Days prior to the execution thereof. XXX shall have a period of five (5) Business Days after the receipt of the initial draft thereof to review and provide comments. The Program Administrator shall, in good faith, take into consideration any input from XXX with respect thereto.

(d) The Program Administrator shall provide XXX with a fully executed and complete copy of each Municipal Agreement Addition and Municipal Agreement Modification no later than five (5) Business Days after the execution thereof. XXX shall not be responsible for complying with the terms of any Program Agreement Addition or Program Agreement Modification until the Program Administrator has provided a written copy thereof to XXX.

2.2.4. Bond Documents. Neither the Agency nor the Program Administrator shall amend, modify or waive any provision of any of the Bond Documents without the prior written consent of XXX, which consent shall not be unreasonably withheld, conditioned or delayed.

2.2.5. Agency Approved Assessment Documents. The Agency may, without the consent of XXX or the Program Administrator, (a) amend or modify any of the Agency Approved Assessment, or (b) add, substitute, replace or eliminate Agency Approved Administration Agreements. The Agency shall in good faith consult with XXX and the Program Administrator prior to any such amendment, modification, addition, substitution, replacement or elimination, including the timely implementation thereof.

2.2.6. Additional Assessment Documents. XXX shall provide to the Program Administrator copies of any Additional Assessment Documents prior to the Launch Date and any amended Additional Assessment Documents at least 10 Business Days prior to the use thereof unless otherwise required by applicable law.

2.2.7. Program Related Agreements. XXX shall not have any obligation under any Program Related Agreement or any amendment or modification thereof to which it has not given its consent, which consent shall not be unreasonably withheld, delayed or conditioned. Such consent shall also include a reference to whether XXX's payment obligations thereunder are based on its Pro Rata Share or an alternative methodology.

2.3. Performance of Covered Services and Related Purchase Right.

2.3.1. Covered Services.

(a) With respect to the XXX PACE Program, XXX hereby agrees to:

(i) perform all obligations of a program administrator under the Program Agreements with respect to the Residential Services and the Commercial Services, regardless of whether such obligations or services are expressly enumerated in this Agreement but subject to the terms of the Program Agreements; and

(ii) perform all services necessary to perform the Residential Services and Commercial Services, in each case subject to the Program Agreements and this Agreement (the services described in Sections 2.3.1(a)(i) and 2.3.1(a)(ii) are referred to herein collectively as the “Covered Services”).

(b) Without limiting the generality of Section 2.3.1(a), Covered Services shall include all the services described in Schedule 2.3, regardless of whether such obligations or services are expressly enumerated in the Program Agreements, but shall not include Administrative Services, Bond Administration Services or Municipal Services.

(c) Except for resources for which the Agency or the Program Administrator expressly has financial responsibility pursuant to this Agreement, XXX shall be solely responsible at XXX's expense for providing its own Personnel, equipment, software, third party services, facilities, on-site resources or other resources as necessary to provide the Covered Services.

2.3.2. Related Purchase Rights.

(a) FPFA hereby assigns, and XXX hereby assumes, all of the Purchase Rights with respect to PACE Bonds backed by the PACE assessments originated under the XXX Program (the assignment and assumption described in this Section 2.3.2(a) with respect to all Purchase Rights under the Program Agreements are referred to as the “Related Purchase Rights”).

(b) XXX shall exercise the Related Purchase Rights in accordance with the terms and conditions applicable to the Related Purchase Rights as set forth in the Bond Documents, Program Agreements related thereto, applicable law and the protocols established by the Program Administrator.

(c) Notwithstanding anything herein to the contrary, neither XXX nor any of its permitted assignees shall exercise any Related Purchase Right unless and until the initial purchaser of the PACE Bonds related thereto, including XXX (or any of its permitted assignees) if it is such an initial purchaser, executes and delivers to the Servicer an Administration Agreement substantially in the form attached hereto as Exhibit A (the “Administration Agreement”). The Administration Agreement shall provide for the payment by the holder of any PACE Bonds to the Servicer of a per annum fee equal to 0.25% of the outstanding principal amount of the PACE Bonds subject to the Related Purchase Rights (the “Administration Fees”). Once such initial purchaser and the Servicer execute and deliver an Administration Agreement, XXX shall not be liable to the Agency, the Program Administrator or the Servicer with respect to the Administration Fees, except to the extent XXX is a party to such Administration Agreement.

2.3.3. Performance of the Covered Services.

(a) XXX shall perform or shall cause to be performed, all Covered Services in compliance with the terms and conditions of the Program Agreements provided to XXX and in accordance with all applicable laws in all Municipalities in which the Agency is authorized or permitted to do business, subject to its right to opt-out of a Municipality pursuant to Section 2.2.3(a).

(b) XXX will maintain in full force and effect, at such time as it is required, all licenses, permits, certifications, credentials, authorizations and other qualifications that are necessary to perform the Covered Services.

(c) XXX shall devote adequate resources to meet its obligations under this Agreement and the Program Agreements.

(d) XXX shall provide the Program Administrator and the Servicer with access to the data specified in Schedule 2.3.3 and the underlying documents related to PACE assessments originated in the XXX Program via an application programming interface (the "Specified Data") solely for the purpose of enabling the Program Administrator and the Servicer to (i) retrieve information related to such PACE assessments, including documentation for which XXX is acting as custodian, and (ii) to discharge their responsibilities under this Agreement, the Program Agreements, applicable law and all policies and requests of the Agency or any other Governmental Entity having jurisdiction over the FPFA Platform. The Specified Data shall be subject to the restrictions set forth in Section 3.5.

2.4. Delegation or Assignment.

2.4.1. XXX may not delegate its obligations to provide the Covered Services to any other Person, but XXX may subcontract to one or more Persons the performance of one or more services comprising the Covered Services, provided that XXX provides at least 30 days prior written notice to the Program Administrator, provided, however that XXX shall remain solely responsible for the performance of such services; provided, further, however, that XXX shall terminate any such subcontract upon request by the Agency or the Program Administrator if the related subcontractor is a Bad Actor.

2.4.2. XXX may assign its right to exercise the Related Purchase Rights to any Qualified Institutional Investor in connection with the funding of assessments originated under the XXX PACE Program; provided, however, that XXX shall terminate any such assignment upon request by the Agency if the related Qualified Institutional Investor is a Bad Actor. at its sole discretion.

2.5. Exclusivity. XXX agrees that it will not provide Covered Services for any other PACE Program in Florida.

2.6. Insurance. XXX shall obtain prior to the Launch Date the insurance policies set forth in Schedule 2.6 and once obtained, XXX shall maintain such policies during the Term or for such longer period as shall be required under the applicable Program Agreements. If any of the Agency or the Program Administrator are required under the Program Agreements to maintain insurance policies with additional coverage or in greater amount, then XXX shall likewise obtain such insurance as soon as practical and thereafter maintain such policies during the Term or for such longer period as shall be required under the applicable Program Agreements.

2.7. Personnel Responsibility, Compensation, Taxes and Benefits. Each Party is solely responsible for all its Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability and any other benefits.

2.8. Relationship of the Parties. No Party shall act or represent or hold itself out as having authority to act as an agent or partner or on behalf of any other Party, except that XXX may hold itself out to property owners and contractors, manufacturers, dealer marketing associations, potential financing sources and PACE bond purchasers and others as the program administrator of the XXX Program in performing the Covered Services and exercising the Related Purchase Rights. Except as provided in Section 2.2, no Party may in any way bind or commit any other Party to any obligations or agreement. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust, fiduciary relationship or other association of any kind, each Party being individually responsible only for its obligations as set forth in this Agreement.

ARTICLE III BUDGET; ACCESS TO RECORDS; NOTICE OF DEVELOPMENTS

3.1. Annual Overhead Budget.

3.1.1. 2018 Annual Overhead Budget. XXX has received and accepted the Annual Overhead Budget for the period commencing on _____, 2018 and ending on and including December 31, 2018.

3.1.2. Annual Budgets. No later than thirty (30) days prior to the beginning of each Fiscal Year, commencing with the 2019 Fiscal Year, CES-FL shall, in good faith, prepare an Annual Overhead Budget for such Fiscal Year based upon the Annual Overhead Budget for the immediately preceding Fiscal Year with such changes thereto as shall be required in the good faith determination of CES-FL due to changes in business assumptions and business activities with respect to the Municipal Services. XXX shall have a period of twenty (20) days after the receipt of the proposed Annual Overhead Budget for any Fiscal Year (or any amendment thereto after it has been finalized) to review and provide comments to the Program Administrator with respect thereto. The Program Administrator shall, in good faith, consider any comments of XXX to such proposed Annual Overhead Budget for such Fiscal Year (or any amendment thereto after it has been finalized). The Program Administrator may, without the consent of XXX, finalize the Annual Overhead Budget for such Fiscal Year; provided, however, if such Annual Overhead Budget (or any amendments thereto) would result in an increase of more than 10% of the Annual Overhead Budget for the immediately preceding Fiscal Year, then such Annual Overhead Budget (and any amendments thereto) shall require the prior written consent of XXX, which consent shall not be unreasonably withheld, conditioned or delayed. For purposes of determining the increase of the Annual Overhead Budget for the 2019 Fiscal Year, the 2018 Annual Overhead Budget will be annualized.

3.2. Access Rights to Records.

3.2.1. The Program Administrator shall have the right, exercisable from time to time as valid business reasons shall warrant, in its reasonable discretion, to have any of its agents or employees access the books and records related to XXX PACE Program to determine compliance with this Agreement or the Program Agreements. Such access may include requests for written information, including spot audits, and, with reasonable prior notice, interviews with Personnel, and the review and inspection of XXX's books and records related to the XXX PACE Program, including the Specified Data. XXX shall allow reasonable and timely access and cooperate in providing information for such inspection and review, and the Agency or the Program Administrator, as the case may be, shall make reasonable efforts to minimize any unreasonable interference with the conduct of XXX's business. In furtherance of such access to the books and records of XXX, upon the request of the Program Administrator (i) XXX shall authorize XXX's Independent Accountant as designated from time to time to discuss with CES and its representatives, the finances and accounts of XXX solely as they relate to the XXX PACE Program, including the Specified Data, and (ii) in the event XXX's Independent Accountant requires any other consent or authorization from

XXX to allow the Program Administrator and its representatives to discuss and review the finances and accounts of XXX related to the XXX PACE Program, including the Specified Data, with such Independent Accountant, XXX shall promptly grant such consent or authorization.

3.2.2. If requested by the Agency or other Governmental Entity, XXX shall provide the Agency or such other Governmental Entity such information as they are lawfully and contractually entitled.

3.2.3. Nothing in this Section 3.2 shall be deemed to limit the rights of the Agency or any Municipality to access XXX's books and records under the Program Administration Agreement, the Municipal Opt-in Documents and applicable law, include Chapter 119, Florida Statutes, to the extent applicable.

3.3. Notice of Developments.

3.3.1. Allegations of Breach.

(a) If, at any time, either the Program Administrator or XXX or their respective Affiliates shall become aware of any allegation from the Agency or any other Governmental Entity or any other Person that a FPFA PACE Program is in breach of any Program Agreement or that there may be an indemnification claim against the Agency, the Program Administrator or any FPFA Program under the Program Agreements, such Person shall provide the other Parties with prompt notice thereof (but no later than two (2) Business Days after such Person becomes aware of such allegation or indemnification claim).

(b) To the extent any such allegation relates to the Covered Services or the Related Purchase Rights, XXX shall have the right to exercise any cure rights provided to the Agency, the Program Administrator or other Person under the Program Agreements or otherwise, and XXX shall cooperate with the Agency and the Program Administrator in dealing with such allegation. XXX shall not engage directly with the Agency, other Governmental Entity or other Person without the Program Administrator's consent (which consent shall not be unreasonably withheld, conditioned or delayed), except that no such consent shall be required in connection with an inquiry or complaint made by a property owner with respect to XXX or a contractor and/or a dispute between a property owner and a contractor.

3.3.2. Developments Relating to Program Agreements. Within five (5) Business Days from the date the Program Administrator becomes aware (whether as a result of notification of any nature from its counterparty in a Program Agreement or through its own efforts) of a material development in any FPFA PACE Program or any facts or circumstances that may give rise to a PA Indemnification Claim for which XXX may have potential liability with respect thereto, the Program Administrator shall provide notice of such material development, facts and circumstances to XXX and provide XXX with any written materials related thereto that are available to the Program Administrator.

3.4. No Preference; Corporate Opportunity. CES-FL, in its capacity as Program Administrator, shall perform its obligations hereunder and perform the Administrative Services and Municipal Services on a non-discriminatory basis and shall give no preference to any FPFA PACE Program over any other FPFA PACE Program, including the CES PACE Programs. Notwithstanding the foregoing, CES-FL shall not be obligated to offer any prospective applicant, activity, enterprise, project or opportunity to XXX or any other FPFA PACE Program, even if learned in connection with the performance of its obligations hereunder or its services under the Program Administration Agreement or any of the Municipal Opt-in Documents.

3.5. XXX Confidential Information; Specified Data.

3.5.1. Confidential Treatment. The Program Administrator Receiving Party will not disclose any XXX Confidential Information to any Person other than its officers, managers, employees, agents, advisors, representatives (including the Program Administrator's legal counsel) and its Affiliates (each, a "Related Party") who have a need to have access to the XXX Confidential Information in connection with the Services. The Program Administrator will not, and will not authorize or permit any Related Party to, use any XXX Confidential Information or the Specified Data except for the performance of the Services and no other purpose, including the CES PACE Programs.

3.5.2. Exclusions. For purposes of the obligations of the Program Administrator and its Related Parties to treat XXX Confidential Information confidentially and the Specified Data in accordance with Section 3.5, the terms XXX Confidential Information and Specified Data does not include information which: (a) at the time of disclosure to Program Administrator or the Servicer, was generally available to the public or becomes generally available to the public after the time of disclosure to Program Administrator or the Servicer other than as a result of a breach of this Agreement by Program Administrator or its Related Parties or a breach of an obligation of confidentiality to XXX by any third party of which Program Administrator is aware; (b) was already known to Program Administrator or the Servicer or in Program Administrator's or the Servicer's possession on a non-confidential basis prior to its disclosure to Program Administrator or the Servicer by or on behalf of XXX; (c) becomes available to Program Administrator or the Servicer on a non-confidential basis from a third party, provided that such third party is not known by Program Administrator or the Servicer to be bound by an obligation of confidentiality to XXX; or (d) is independently developed by Program Administrator or its Related Parties without reliance on other XXX Confidential Information or Specified Data or otherwise in breach of this Agreement.

3.5.3. Safeguarding XXX Confidential Information; Required Disclosures. Program Administrator will safeguard the XXX Confidential Information from disclosure to any person or entity other than as expressly permitted in this Agreement, using at least the same degree of care as Program Administrator employs with respect to its own valuable, proprietary information that it protects from unauthorized disclosure. If Program Administrator or any of its Related Parties is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any XXX Confidential Information, Program Administrator will provide to XXX prompt notice of such request to enable XXX to seek an appropriate protective order or other remedy to ensure the confidentiality of the XXX Confidential Information. If such protective order or other remedy is not available or is not promptly obtained, Program Administrator agrees to furnish (or cause its Related Parties to furnish) only that portion of the XXX Confidential Information which Program Administrator or such Related Parties are legally compelled to disclose and to use Program Administrator's reasonable efforts to obtain assurance that, to the extent available, confidential treatment will be accorded to XXX Confidential Information so disclosed. Notwithstanding the foregoing, the Program Administrator may disclose XXX Confidential Information to any governmental agency or regulatory body having or claiming to have authority to regulate or oversee any aspect of the Program Administrator's business or that of its Related Parties in connection with the exercise of such authority or claimed authority without providing notice to XXX.

3.5.4. Ordinary Course Activities. Notwithstanding anything to the contrary, neither the Program Administrator nor its Related Parties will be deemed in breach of this Section 3.5 as a result of any advertising, marketing or sales activities undertaken in the ordinary course of their respective businesses so long as such activities were not developed by Program Administrator or its Related Parties using XXX Confidential Information.

ARTICLE IV

FEES AND COSTS

4.1. Fees. As compensation for the performance of the Covered Services, XXX shall be entitled to all fees or compensation payable pursuant to paragraphs (1)(a), (b), (c), (e) and (f) of Section 4.02 of the Program Administration Agreement in respect of the Covered Services, including origination and application fees, paid by the property owners and contractors in connection with origination of a PACE assessment originated by XXX (the "Program Administration Fees"). From such amounts, XXX (or the applicable property owner) shall pay the fees specified in Schedule 4.1. In addition, XXX shall be entitled to all profits and gains from the exercise by XXX of the Related Purchase Rights. To the extent that any Party shall receive fees or compensation to which it is not entitled, such Party shall promptly remit such fees or compensation to the proper Party or other Person.

4.2. CES-FL Overhead Costs. With respect to each Fiscal Year (or part thereof in respect of the 2018 Fiscal Year), XXX shall pay its Pro Rata Share of the CES Overhead Costs included in the Annual Overhead Budget for such Fiscal Year (or part thereof in respect of the 2018 Fiscal Year) and actually incurred during such Fiscal Year (or during the period between the Effective Date and December 31, 2018 in respect of the 2018 Fiscal Year). As part of the budget process, the Program Administrator shall identify the costs set forth in the Annual Overhead Budget that are reasonably certain as to amount and timing and shall prepare a monthly payment schedule taking into account all such costs. XXX shall pay such amounts within the first five (5) days of each month. Within ten (10) days following the end of each quarter, the Program Administrator shall provide XXX a statement of the actual costs incurred during such quarter, together with supporting documentation. Any shortfall between the amount paid and the amount incurred shall be paid by XXX within ten (10) days following receipt of such statement. Any excess between the amount paid and the amount incurred shall be credited to the next monthly payment following the delivery of such statement.

4.3. Payment of Certain Third-Party Program Costs.

4.3.1. Costs Relating to Covered Services and Related Purchase Rights. XXX is responsible for making payment of all costs under the Program Agreements related to the Covered Services and the Related Purchase Rights in addition to the Costs of Issuance. To the extent that the Program Administrator pays such costs directly, XXX shall promptly reimburse the Program Administrator for such amounts upon demand, which demand shall include a statement and supporting documentation. The Program Administrator shall, in good faith, determine which such costs will be paid directly by XXX and which will be paid directly by the Program Administrator, subject to reimbursement.

4.3.2. Costs Relating to FPFA PACE Programs. To the extent the Program Administrator pays any costs under Program Agreements for the benefit of the FPFA PACE Programs generally (i.e., without regard to a particular FPFA Program), then XXX agrees to pay or reimburse the Program Administrator its Pro Rata Share of such amounts upon demand, which demand shall include a statement and supporting documentation. Such costs may include out-of-pocket costs of including the Agency and Municipalities as an additional insured on the Program Administrator's insurance policies and obligations to provide funding or reimbursement for the costs incurred by the Agency and Municipalities that are not covered by the Costs of Issuance.

4.4. Payment of XXX Program Set Up Costs. XXX agrees to pay the fees and expenses to the Persons in the amounts set forth on Schedule 4.4 in connection with this Agreement.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.1. The Agency. The Agency hereby makes the representations, warranties and covenants to XXX that are set forth in Section 12.01 of the Program Administration Agreement, which are incorporated herein by this reference. In addition, there is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or to the Agency's knowledge, currently threatened (i) against the Agency or any officer or director of the Agency; (ii) that questions the validity of this Agreement or the right of the Agency to enter into this Agreement, or to consummate the transactions contemplated by this Agreement; or (iii) to the Agency's knowledge, that would reasonably be expected to have, either individually or in the aggregate, a material adverse effect on the Agency. Neither the Agency nor, to the Agency's knowledge, any of its officers or directors is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers or directors, such as would affect the Agency). There is no action, suit, proceeding or investigation by the Agency pending or that the Agency intends to initiate.

5.2. The Program Administrator. The Program Administrator hereby makes the representations, warranties and covenants with respect to itself to XXX that are set forth in paragraphs (1) through (7) of Section 12.02 of the Program Administration Agreement, which are incorporated herein by this reference.

5.3. XXX. XXX hereby makes the following representations, warranties and covenants to the Agency and the Program Administrator:

5.3.1. Organization. XXX is limited liability company duly organized, validly existing, and in good standing under the laws of the State of California, and has full power and authority to own, lease and operate its properties and assets to carry on its business as now conducted and as it is presently proposed to be conducted. XXX is duly qualified or authorized to do business and is in good standing under the laws of each jurisdiction in which the nature of its activities and of its properties makes such qualification and/or authorization.

5.3.2. Authority. XXX has the requisite power and authority to execute and deliver this Agreement, and has the requisite power and authority to fully perform its obligations hereunder. The execution, delivery and performance by XXX of this Agreement have been duly authorized by all requisite action of XXX, its managers and members. This Agreement has been duly and validly executed and delivered by XXX, and (assuming the due authorization, execution and delivery thereof by the Agency and the Program Administrator), this Agreement constitutes the legal, valid and binding obligations of XXX, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, moratorium and insolvency laws and by other laws affecting creditors generally and except as may be limited by the availability of equitable remedies.

5.3.3. Non-Contravention; Consents.

(a) None of the execution and delivery by XXX of this Agreement, the consummation of the transactions contemplated hereby, compliance by XXX of the provisions hereof will: (i) conflict with, or result in the breach of, any provision of its articles of organization or limited liability company operating agreement; (ii) conflict with, violate, result in the breach or termination of or constitute a default or give rise to any right of termination or acceleration the obligations or otherwise modify the terms thereof under any contract, permit, license or order by which XXX or its properties or assets is bound; or (iii) constitute a violation of any law or regulation applicable to XXX.

(b) No consent, waiver, approval, order, license, permit or authorization of, or declaration or filing with, or notification to, any Person is required on the part of XXX in connection with the execution and delivery of this Agreement or its compliance with any of the provisions hereof.

5.3.4. Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or to XXX's knowledge, currently threatened (i) against XXX or any officer, director or key employee of XXX; (ii) that questions the validity of this Agreement or the right of XXX to enter into this Agreement, or to consummate the transactions contemplated by this Agreement; or (iii) to the Company's knowledge, that would reasonably be expected to have, either individually or in the aggregate, a material adverse effect on XXX. Neither XXX nor, to XXX's knowledge, any of its officers, directors or key employees is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers, directors or key employees, such as would affect XXX). There is no action, suit, proceeding or investigation by XXX pending or which XXX intends to initiate.

5.3.5. Disclosure. XXX has made available to the Agency and Program Administrator all the information reasonably available to XXX that the Agency and the Program Administrator have requested, including certain of XXX's projections describing its proposed business plan for its operations in Florida. No representation or warranty of XXX contained in this Agreement, and no certificate furnished or to be furnished to the Agency and the Program Administrator contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. XXX's projections were prepared in good faith; however, XXX does not warrant that it will achieve any results projected.

ARTICLE VI TERM AND TERMINATION

6.1. Effective Date; Term.

6.1.1. Effective Date. This Agreement shall become effective as of the Effective Date.

6.1.3. Conditions to Effective Date. On or before the Effective Date, the following conditions shall have been satisfied unless otherwise waived by XXX and the Program Administrator:

(a) The Agency and the Program Administrator shall have completed, and be satisfied with, their due diligence review of XXX;

(b) XXX shall have accepted the Initial Annual Overhead Budget;

(c) The initial Bond Documents related to the XXX PACE Program shall have been executed or delivered;

(d) The CES Fee Letter shall be executed and delivered; and

(e) XXX shall have paid the set up costs to the extent provided in the agreements described in Schedule 4.4.

6.1.4. Conditions to Launch Date. On or before the Launch Date, the following conditions shall have been satisfied, unless otherwise waived by XXX and the Program Administrator:

(a) XXX shall have obtained the insurance described on Schedule 2.6 and shall have delivered to the Program Administrator with certificates of insurance;

(b) XXX shall have delivered to the Program Administrator a sample set of the Assessment Documents, including sample sets for those Municipalities requiring customization;

(c) XXX shall have developed, at its cost, an application programming interface to enable the Servicer to access the data for each assessment and the related Assessment Documents necessary to perform its obligation under the Administration Agreements and such API shall have been tested and accepted by the Servicer;

(d) The Program Administrator shall have tested and accepted the reporting methodologies and protocols to be used by XXX; and

(e) The Program Administrator shall have tested and accepted the bond closing and funding methodologies and protocols to be used by XXX.

6.1.5. Term. The Agreement shall have a term commencing on the Effective Date and ending upon the earliest occurrence of the following events (the "Term");

(a) mutual agreement of XXX, the Program Administrator and the Agency to terminate this Agreement;

(b) an election by XXX to terminate for convenience upon 90 days' notice to the Program Administrator and the Agency;

(c) upon the election of the Agency to terminate this Agreement in connection with a Change of Control of XXX without the prior consent of the Agency, which consent will not be unreasonably withheld, delayed or conditioned, it being agreed that the Agency and the Program Administrator shall have received from XXX a notice and all other information reasonably requested by the Agency and the Program Administrator at least [60] days prior to the proposed Change of Control;

(d) upon the election of XXX to terminate this Agreement following a material breach of this Agreement by the Agency or the Program Administrator which remains uncured 30 days after written notice of such material breach;

(e) upon the election of the Agency or the Program Administrator to terminate this Agreement following a material breach of this Agreement by XXX which remains uncured 30 days after written notice of such material breach (or such shorter period as shall be available under the Program Agreements or otherwise at the request of the Agency or other Governmental Entity);

(f) upon the election of the Program Administrator to terminate this Agreement following a series or pattern of non-material breaches of this Agreement, the Program Agreements or applicable law by XXX which remains uncured 30 days after written notice thereof (or such shorter period as shall be available under the Program Agreements, applicable law or otherwise at the request of the Agency or other Governmental Entity);

(g) upon the election of the Agency if XXX shall be determined to be a Bad Actor;

(h) upon the election of a Party to terminate this Agreement upon the occurrence of a Bankruptcy Event of any other Party;

(i) upon termination or expiration of the Program Administration Agreement, provided, however, that if the Agency directly continues the FPFA Platform or appoints or engages another Person or Persons to perform the Services thereunder, at XXX's sole election this Agreement shall continue as to XXX and the Agency and the Agency or such other Person or Persons shall be substituted for CES-FL as Program Administrator hereunder

(j) upon the election of the Program Administrator if the Launch Date shall not have occurred by _____, 2018 or such later date as XXX and the Program Administrator shall have mutually agreed.

6.2. Provisions Applicable Upon Any Termination of this Agreement.

6.2.1. Payment of Fees. Notwithstanding any contrary provision contained in this Agreement, upon the termination of this Agreement (in whole or in part) pursuant to Section 6.1.5:

(a) XXX shall continue to collect and receive all compensation, reimbursement, and payment due for all Covered Services provided prior to the effective date of the expiration or the termination of this Agreement; and

(b) the Program Administrator and the Agency shall be entitled to receive all compensation, payments and reimbursements due hereunder from XXX which were incurred prior to the effective date of the expiration or termination of this Agreement.

6.2.2. Access to Records. Subject to any applicable limitations and requirements imposed by applicable law, each of the Parties shall provide to the other access, at all reasonable times and upon reasonable request, to records relating to the Covered Services or the Related Purchase Rights until the later of (a) third anniversary of the effective date of the termination of this Agreement, (b) payment in full of the assessments originated under the XXX PACE Program and the related PACE Bonds and (c) conclusion of all matters relating to any claim which may be asserted against XXX or the Program Administrator arising from their respective activities pursuant to this Agreement.

6.2.3. Survival. Article VII, Article VIII and Section 6.2 shall survive the termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND CONTRIBUTION

7.1. Indemnification.

7.1.1. Indemnification by the Program Administrator. The Program Administrator shall indemnify, defend and hold harmless XXX, its Affiliates and their respective directors, managers, officers, employees, agents, successors and permitted assigns (the "XXX Indemnified Parties") from and against any and all liabilities, losses, claims, settlements, actions, interest, awards, judgments, damages, fines, fees, penalties, costs and expenses, including the costs of enforcing any right to indemnification under this Agreement, and reasonable attorney's fees (collectively, "Losses"), arising out of or related to any third-party claim, suit, action or proceeding (each, an "Action") arising out of or related to (a) the breach of any warranty, representation, covenant or agreement set forth in this Agreement by the Program Administrator, its Affiliates or any of their agents, employees or independent contractors, and (b) any act

or omission by the Program Administrator or any of its agents, employees or independent contractors in the performance of the Services.

7.1.2. Indemnification By XXX. XXX shall indemnify, defend and hold harmless the Agency, the Program Administrator and its Affiliates, and their respective directors, managers, officers, employees, agents, successors and permitted assigns (the "Program Indemnified Parties") from and against any and all Losses, arising out of or related to any third-party Action arising out of or related to (a) the breach of any warranty, representation, covenant or agreement set forth in this Agreement by XXX, its Affiliates or any of their agents, employees or independent contractors, and (b) any act or omission by XXX, its Affiliates or any of their agents, employees or independent contractors in the performance of the Covered Services and the exercise of the Related Purchase Rights.

7.1.3. Procedure. The party seeking indemnification pursuant to this Section 7.1 (the "Indemnified Party") shall provide the party from whom it is seeking indemnification (the "Indemnifying Party") with prompt written notice of any Action and reasonably cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall immediately take control of the defense and investigation of such Action and employ counsel of its choice to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnifying Party may settle any Action without the Indemnified Party's consent, but with the consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed, if the settlement provides for injunctive or other non-monetary relief affecting the Indemnified Parties or that does not include as an unconditional term thereof the giving by such third party to such Indemnified Party of a release from all liability with respect to such third party Action. An Indemnified Party's failure to perform any obligations under this Section 7.1 shall not relieve the Indemnifying Party of its obligations under this Section 7.1 except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure. The Indemnified Party may participate in and observe the proceedings of any third-party Action at its sole cost and expense.

7.1.4. Indemnification by the Agency. The Agency shall indemnify XXX to the same extent and subject to the same limitations that it indemnifies the Program Administrator under the Program Administration Agreement.

7.2. Certain Contribution Obligations.

7.2.1. PA Indemnification Claim. If the Agency or the Program Administrator is required to indemnify any Person pursuant to the terms of the Program Agreements with respect to the Covered Services or the Related Purchase Rights (each, a "PA Indemnification Claim"), the Program Administrator shall promptly provide XXX with a copy of the PA Indemnification Claim, the Program Administrator's good faith estimate the amount of damages of such PA Indemnification Claim to the extent such PA Indemnification Claim does not include any amount of damages or the Program Administrator disputes the amount of damages set forth therein, and all documents relating to the PA Indemnification Claim that are in the possession of the Program Administrator.

7.2.2. No Fault Indemnification Claim. If a PA Indemnification Claim is not due to the acts or omissions of the Agency, the Program Administrator, XXX or any of their respective Affiliates (each, a "No Fault Indemnification Claim"), the following shall apply:

(a) The Program Administrator shall be able to control the defense of the No Fault Indemnification Claim with counsel reasonably acceptable to XXX, the Agency and any other Person that might have liability therefor that are the subject of the No Fault Indemnification Claim if such approval is required. XXX shall have the right to participate in the defense, discussions, negotiations and

settlement of the No Fault Indemnification Claim; *provided, however* if XXX shall retain its own counsel in connection with such participation, then such counsel shall be at the sole cost of XXX. The Program Administrator shall keep XXX reasonably informed of all developments relating to the No Fault Claim and instruct counsel to communicate with XXX with respect thereto.

(b) The Program Administrator shall not settle any No Fault Indemnification Claim without the prior consent of XXX, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) The Program Administrator, on the one hand, and XXX, on the other hand, shall each pay their Pro Rata Share of the amount of damages which are to be paid pursuant to any No Fault Indemnification Claim upon resolution thereof. If, after the payment of any No Fault Indemnification Claim, the Program Administrator, on the one hand, or XXX, on the other hand, recovers any fees, expenses or damages related thereto, then such Party shall pay its Pro Rata Share of any such recovery to the other Party. The Program Administrator, on the one hand, and XXX, on the other hand, shall each pay its Pro Rata Share of the reasonable out of pocket cost incurred by the Program Administrator in defending an No Fault Indemnification Claim.

7.3. Limitation of Damages. Notwithstanding anything to the contrary in this Agreement, no Party shall be liable for any lost profits or indirect, consequential, special, punitive or exemplary damages, whether arising out of tort, breach of contract or otherwise unless such damages were paid to a third party.

ARTICLE VIII MISCELLANEOUS

8.1. Assignment. No Party may sell, assign, transfer, or otherwise convey any of its rights under this Agreement without the prior written consent of the other Party, except that the Agency may either select a successor program administrator that would succeed CES-FL or may act to perform the Services, in either case without the consent of XXX. Any attempted sale, assignment, transfer, or conveyance in violation of this Section shall be void.

8.2. Notices. All notices, requests, claims, demands and other communications hereunder required or permitted to be given shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by electronic mail or by priority or certified mail (postage prepaid, return receipt requested) to each other Party as follows:

(a) If to the Agency:

Florida PACE Funding Agency
101 North Church Street, 5th Floor
Kissimmee, FL 34741
Attn: Michael H. Steigerwald, Executive Director
Email: msteiger@kissimmee.org

With a copy to (by email, which shall not serve as notice):

Email: mlawson@markglawson.com

- (b) if to the Program Administrator:

Counterpointe Energy Solutions (FL) LLC
2600 Maitland Center Parkway
Suite 163
Maitland, FL 33487
Attn: David S. Schaefer, Chief Operating Officer
Email: david@counterpointeep.com

With a copy to (by email, which shall not serve as notice):

- (c) if to XXX:

With a copy (by email, which shall not serve as notice) to:

8.3. Additional Acts. Each Party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement. To the extent any approval, consent or waiver of any third party is needed to carry out the provisions of this Agreement, the Parties shall cooperate with each other in promptly obtaining such approval, consent or waiver.

8.4. Amendments. This Agreement contains the entire agreement of the Parties and supersedes any and all prior or contemporaneous negotiations, understandings or agreements between the Parties, written or oral, with respect to the transactions contemplated hereby. This Agreement may be amended only upon the written agreement the Parties.

8.5. No Waivers. Neither any failure or delay in exercising any right or remedy hereunder or in requiring satisfaction of any condition herein nor any course of dealing shall constitute a waiver of or prevent any Party from enforcing any right or remedy or from requiring satisfaction of any condition. No notice to or demand on a party waives or otherwise affects any obligation of that Party or impairs any right of the Party giving such notice or making such demand, including any right to take any action without notice or demand not otherwise required by this Agreement. No exercise of any right or remedy with respect to a breach of this Agreement shall preclude exercise of any other right or remedy, as appropriate to make the aggrieved party whole with respect to such breach, or subsequent exercise of any right or remedy with respect to any other breach.

8.6. Remedies. Each Party shall have all rights and remedies set forth in this Agreement and all rights and remedies which such Party has been granted at any time under any other agreement or contract and all of the rights which such Party has under any law. Any Party having any rights under any provision of this Agreement or any other agreements contemplated hereby shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any

breach of any provision of this Agreement and to exercise all other rights granted by law. Except as otherwise expressly provided herein, no statement herein of any right or remedy shall impair any other right or remedy stated herein or that otherwise may be available.

8.7. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein or if such term or provision could be drawn more narrowly so as not to be illegal, invalid, prohibited or unenforceable in such jurisdiction, it shall be so narrowly drawn, as to such jurisdiction, without invalidating the remaining terms and provisions of this Agreement or affecting the legality, validity or enforceability of such term or provision in any other jurisdiction.

8.8. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

8.9. Applicable Law; Jurisdiction; Service of Process. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. Each Party irrevocably submits to the exclusive jurisdiction of the Circuit Court in and for the _____ Judicial Circuit, _____ County, Florida (the "Florida State Court") or, to the extent the _____ Judicial Circuit does not have subject matter jurisdiction, the United States District Court for the _____ District of Florida and the appellate courts having jurisdiction of appeals in such courts (the "Florida Federal Court") or, to the extent neither the Florida State Court nor the Florida Federal Court has subject matter jurisdiction, the _____ Court of _____ (the "Chosen Courts"), for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each Party further agrees that service of any process, summons, notice or document by United States certified or registered mail to such Party's address as set forth in Section 8.2 or such other address or to the attention of such other person as the recipient Party has specified by prior written notice to the sending Party shall be effective service of process in any action, suit or proceeding in the Chosen Courts with respect to any matters to which it has submitted to jurisdiction as set forth in the immediately preceding sentence. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Chosen Courts and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in such Chosen Courts has been brought in an inconvenient forum.

8.10. WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

8.11. Severability. Each provision of this Agreement shall be considered severable, and if for any reason a provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

8.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. This Agreement may be executed and delivered by facsimile or .pdf electronic transmission and electronic mail (including .pdf). Delivery of an executed signature page to this Agreement by any Party by facsimile transmission or electronic mail will be as effective as delivery of a manually executed copy of this Agreement by such Party.

8.13. Binding Effect: Third Party Beneficiaries. This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective successors and permitted assigns. The Indemnified Parties are third party beneficiaries of Article VII and shall be entitled to enforce the terms thereof as if they were a party hereto. Subject to the foregoing sentence, no Person not a party hereto shall have any right under or by virtue of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized signatories as of the date first above written.

FLORIDA PACE FUNDING AGENCY

By: _____
Name: Michael H. Steigerwald
Title: Executive Director

Attest:

By: _____
Name: Donald T. Smallwood
Title: General Counsel

COUNTERPOINT ENERGY SOLUTIONS (FL) LLC

By: _____
Name: _____
Title: _____

[Name of FSP]

By: _____
Name: _____
Title: _____

Schedules and Exhibits

Schedules

Schedule 2.2: Program Agreements

Schedule 2.3: Covered Services

Schedule 2.3.3: Specified Data

Schedule 2.6: Insurance

Schedule 4.1: Fees

Schedule 4.4: Set Up Costs

Exhibits

Exhibit A: Form of Administration Agreement

Schedule 2.2

Program Agreements

Program Administration Agreement

Restated Third Party Administration Services Agreement, dated as of March 17, 2016, among Counterpointe Energy Solutions LLC, Counterpointe Energy Solutions (FL) LLC and Florida PACE Funding Agency

Municipal Opt-in Documents

[to come]

Bond Documents

Master Indenture (residential)
Master Indenture (commercial)
Bond Purchase Agreement
Electronic Signature Agreement

Agency Approved Assessment Documents

Financing Application
Financing Agreement
Notice of Assessment
Supplemental Notice of Assessment
Notice to Mortgage Holders and Servicers
Notice of Right to Cancel (residential only)

Additional Assessment Documents

[Property Owner Guidelines]
[Contractor Documents]
[Disclosure Documents]
[Eligible Measures List]
E-Sign Disclosure
Completion Certificate(s)
Terms of Use (Website)
Privacy Policy
[other TBD]

Program Related Agreements

None

Schedule 2.3

Covered Services

The Covered Services include the following, as the same may be modified and supplemented by reference to the addition or modification of applicable Program Agreements. To the extent the Covered Services derive from the Program Agreements, the provisions of the Program Agreements control. The failure to list any such Covered Service does not relieve XXX from performing such Covered Service to the extent required by the applicable Program Agreement and a true, correct and complete copy of such Program Agreement has been provided to XXX.

1. Document and Process Development. Development of program handbooks as required for property owners and contractors, applications and all assessment related documentation (e.g., privacy policy, right to cancel or rescind, completion certificates, good faith estimates, e-sign policy, contractor application and participation agreement), to the extent models therefor are not available from the Agency, subject to approval the Program Administrator by or the Agency under the Program Agreements, as the case may be.
2. Marketing and Outreach.
 - (a) Development of marketing materials for property owners and contractors, such as FAQs, flyers, brochures and digital media;
 - (b) Development of materials for inclusion on the XXX Program website, as determined by XXX unless otherwise required by the Program Agreements, which includes information on the XXX such Program, financing terms and other details, and authorized products and improvements;
 - (c) Outreach to property owners and property owners in cooperation with the Program Administrator in connection with the Municipal Services; and
 - (d) Education of property owners and contractors.
3. Application Processing.
 - (a) Intake, review and processing of applications;
 - (b) Support for applicants during the application process, including (1) completion of application and submission of any supporting documents, (2) obtaining lender consents, if requested by the property owner, and (3) communication and coordination with contractors and, if applicable, existing lenders;
 - (c) Verification that improvements qualify for financing;
 - (d) Approval or denial of applications based on approved underwriting criteria;
 - (e) Management of approved applicants, including expiration and/or cancellation of applications;
 - (f) Management of funding request documents; and

- (g) Coordination with the Program Administrator for disbursement of PACE Bond proceeds.
4. Contractor Outreach and Management.
 - (a) Recruitment, qualification, registration and training of eligible contractors; and
 - (b) Development and maintenance of quality control systems to ensure registered contractors are accurately representing the terms of the XXX Program to property owners.
 5. Quality Assurance. Creation and implementation of a quality assurance protocol to ensure projects meet requirements of the Agency, the XXX Program and applicable law.
 6. PACE Bond Document Coordination.
 - (a) Intake of property owner-signed PACE assessment documents;
 - (b) Generation of program administrators documents for issuance of the PACE Bonds (e.g., issuance directions), including amortization schedules;
 - (c) Recordation of lien documents (e.g., Notice of Assessment and Supplemental Notice of Assessment); and
 - (d) Coordination with the Agency and the Program Administrator on PACE Bond closings.
 7. Customer Service. Provide email and phone (e.g., call center) support for interested property owners and contractors.
 8. Dispute Resolution. Establish and implement a protocol to endeavor to resolve complaints and disputes involving property owners, contractors and Municipalities and other Governmental Entities.
 9. Document Management. As custodian for the Agency, maintain physical and electronic copies of documents comprising files with respect to each property owner application, each contractor application and any complaints and disputes and their resolutions, including a log of all complaints and disputes and their resolutions.
 10. Coordination with the Program Administrator.
 - (a) Ensure electronic access to the Program Administrator and the Servicer to enable them to fulfill the reporting obligations to the Agency and the participating and prospective Municipalities;
 - (b) Cooperate with Program Administrator and the Servicer in responding to requests from the Agency and the participating and prospective Municipalities; and
 - (c) Provide data to Program Administrator to assist in estimating the benefits of the installation of qualifying improvements (e.g., energy savings, insurance premium savings, jobs created).

Schedule 2.3.3

Specified Data

Schedule 2.6

Insurance

A. Minimum Scope and Limits of Insurance:

Minimum Scope	Minimum Coverage
Commercial General Liability:	
The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001	\$1,000,000 per occurrence and \$2,000,000 aggregate, for bodily injury, personal injury and property damage.
Automobile Liability:	
Coverage for all owned, non-owned and hired automobiles	\$1,000,000 combined single limit per accident for bodily injury and property damage
Workers' Compensation:	
Workers' Compensation and Employer's Liability insurance	Workers' Compensation limits as required by statute and Employer's Liability limits of \$1,000,000 per accident
Professional Liability Errors & Omissions:	
For all professional services	\$1,000,000 per occurrence and \$2,000,000 aggregate limit

B. Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to, and approved by CES. There are no General Liability, WC or Auto Liability deductibles. Professional deductible is \$100,000.

C. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages:

(a) CES and its Subsidiaries, as applicable, their officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, XXX; products and completed operations of XXX; premises owned, leased or used by XXX; and automobiles owned, leased, hired or borrowed by XXX. The coverage shall contain no special limitations on the scope of protection afforded to XXX, its officers, employees, agents and contractors. Additional insured endorsements on General Liability and Auto will be standard ISO AI endorsements.

(b) XXX's insurance coverage shall be primary insurance as respects CES and its Subsidiaries, as applicable, their officers, employees, agents and contractors. Any insurance or

self-insurance maintained by CES or its Subsidiaries, as applicable, their officers, employees, agents or contractors shall be excess of XXX's insurance and shall not contribute with it.

(c) Coverage shall state that CES's and its Subsidiaries', as applicable, insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Standard ISO AI endorsements only.

(d) Coverage shall contain a waiver of subrogation in favor of CES and its Subsidiaries, as applicable, their officers, employees, agents and contractors.

2. All Coverages:

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to CES, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers:

Insurance is to be placed with insurers which are rated "Excellent" by rating agencies.

F. Verification of Coverage:

XXX shall furnish CES with certificates of insurance and with original endorsements affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format or mailed to CES.

G. Subcontractors:

XXX shall require its subcontractors which perform a material aspect of the Covered Services to procure and maintain the same coverage for the term of their engagement as subcontractors and shall obtain separate certificates and endorsements from each subcontractor.

Schedule 4.1

Fees

Up Front Fees

- Program Administration Fee. FPFA authorize a program administration fee of up to 6.40% (added to and as a percentage of the cost of project) paid by the property owner at closing and capitalized out of which:
 - 1.65% is paid to FPFA out of which it pays the following costs of issuance:
 - Bond Counsel
 - Bond Trustee
 - FPFA Program Counsel
 - FPFA Financial Advisors (PFM, First Southwest, Hilltop Securities)
 - CES-FL Administration Fee is paid to CES-FL per the CES Fee Letter
- Other Closing Costs. Paid by the property owner and may be capitalized, in addition to the Program Administration Fee:
 - PACE Bonds Reserve Fund Deposit (indenture) – 0.25% of the assessment (per the indentures)
 - Application Fee - \$[to be established by XXX, if any]
 - Recording Fee(s) - \$41 (currently; set by statute)
 - Administrative Reserve Account Deposit - \$10 residential & \$100 commercial (per the indentures)

Annual Fees and Expenses

- CES-FL Annual Administration Fee. Paid by [the PACE Bond owner] per the Administration Agreement
- The following are paid by the property owner by way of an addition to the annual installment
 - FPFA annual fee - 1% of the annual assessment installment
 - County tax collector – up to 2% of the installment (limit set by statute; subject actual agreement)
 - County property appraiser – up to 2% of the installment (limit set by statute; subject actual agreement)
 - Administrative Reserve Account Deposit (indenture) - \$10 residential & \$100 commercial (per the indentures)

Schedule 4.4

Set Up Costs

Wilmington Trust

Akerman

Exhibit A

Form of Administration Agreement