



Registered Professionals Agreement and Acknowledgement

The individual below, an authorized representative of the named professional firm or organization below (the "Professional"), acknowledges that she/he has been provided with and has reviewed a copy of the Chicago PACE Program Guidebook and the Registered Professional Code of Conduct (attached herein as Appendix A). As a result, the Professional hereby acknowledges that it, as well as any subcontractors it has engaged on each Energy Project, is in compliance with applicable local and state laws relative to its license status and any other requirements of the State of Illinois, and agrees to construct all projects in accordance with all Contract Documents between the Professional and the Record Owner.

The Professional agrees to abide by the Chicago PACE Registered Professional Code of Conduct while operating under the Chicago PACE Program.

The Professional further acknowledges that the Loop-Counterpointe PACE LLC, acting as Program Administrator, cannot authorize final Energy Project payment/disbursements until:

- a. it has received confirmation from the City of Chicago that all Chicago PACE Program requirements, which include prevailing wage (if applicable), Chicago residency and MBE / WBE and associated reporting of such, have been satisfied; and
- b. Record Owner confirms in writing that the PACE Energy Project improvements were properly constructed, installed, or modified and is operating as intended. Notwithstanding the foregoing, the Contractor retains all legal rights and remedies under their construction agreement with the Record Owner.

PROFESSIONAL NAME/ORGANIZATION

By: _____
Signature of

Authorized Representative

Name: _____

Title: _____

Date: _____





APPENDIX A

Registered Professionals Code of Conduct

General

Professionals agree to comply and ensure that all employees, entities, owners, partners, principals, independent contractors, third party agents or other persons (“Participating Individuals”) who perform any other services on behalf of the Registered Professional shall comply with all of the duties and obligations as set forth in this Code in order to remain a Registered Professional in good standing with the Program. Without limiting any other rights or remedies of the Program, a Record Owner or any other person, your failure to comply with any of your duties or obligations as set forth in this Code of Conduct, the Program Guidebook, the Registered Professional’s Agreement and Acknowledgement or in any other Program document incorporated by reference into documents may result in your suspension or termination as a Registered Professional. All references to “Registered Professional” in this Code shall be deemed to include all Participating Individuals where appropriate.

Business Practices with Record Owners

Each Registered Professional shall:

- a. Only install Energy Projects in accordance with applicable laws, licensing rules and regulations.
- b. Have a clear and concise written contract with the Record Owner stating all proposed work and services and containing a description of insurance coverage and contact information for the Registered Professional’s insurance broker or carrier.
- c. Obtain all legally required building permits and building inspection reports on behalf of the Record Owner and follow through in obtaining sign off or approval from any authority with jurisdiction over any Energy Project on which you work.
- d. Act in good faith to resolve promptly any complaint or grievance that a Record Owner may file with you or the Program.
- e. Present a Disbursement Request to the Record Owner only after completion of the Project and when the Record Owner is satisfied with the Energy Project and is ready for the Program Administrator to authorize disbursement of funds to the Registered Professional as set forth in the final Disbursement Request.

Eligibility Criteria

Each Registered Professional shall maintain compliance with the following requirements:

- a. **Licensure**

Each professional required by either the City of Chicago (the “City”), Cook County (the “County”) and/or the State of Illinois (the “State”) to have a license to perform its services must possess an active, valid license issued by either the City, the County and/or the State, as applicable and be in good standing with the City or County Department of Buildings or any other applicable licensing board (such as the IDFPR - Illinois Department of Financial and Professional Regulation). Work performed by the professional under the Program shall be



in accordance with the all applicable City, County or State municipal codes or statutes, including but not limited to compliance with all bonding, insurance, and workers' compensation insurance requirements associated with such license(s) at all times through the completion of the qualifying Energy Project. For the avoidance of doubt, a City, County or State license does not qualify as an active, valid license if it is expired, suspended, revoked or subject to probation. Hereafter, any reference to licenses will be deemed to refer to any licenses required by the City, County, State, or any other licensing board as applicable.

It is the Record Owner and professional's responsibility to determine the appropriate licenses required regarding the Energy Projects being installed or modified under the Program.

If the professional is required to be licensed to perform qualifying work on an Energy Project under the Program, then only those individuals registered who are "primary qualifying agents" may register with the Program on behalf of the Registered Professional. Each Registered Professional must have at least one "primary qualifying agent" listed as a representative who has provided to the Program all identifying and contact information on file with the City or other applicable licensing boards.

If the professional is required to be licensed, then only a Primary Qualifying Agent may sign documents or authorize work financed by the Program, including but not limited to the Participation Agreement and any Disbursement Requests. Any Registered Professional performing work which requires a license must be licensed and in good standing at the start of, during, and through the completion of the Energy Project.

Each professional contracting with one or more subcontractors must be a general building contractor, and each subcontractor must be licensed in good standing at the start of, during, and through the completion of the Energy Project.

If the professional is required to be licensed, then such professional must be licensed for all work performed on each Project and must complete such work according to all applicable laws, rules, and regulations.

b. Insurance

Registered Professionals required to be licensed will also be required to maintain insurance coverage and surety bonds as required by the applicable licensing boards. The fact that the Registered Professional is listed as in good standing with the applicable authorities or licensing boards shall be deemed to be proof that all such requirements have been met by professional. The Program shall verify that the Registered Professional is in good standing with the applicable specialized licensing boards each time the professional is identified as a Program participant under a Program financing.



c. City of Chicago Requirements

Registered Professionals will work with the Record Owner to ensure all City requirements are satisfied (please refer to the Program Guidebook for a full description of the City requirements).

Sales and Marketing Required Practices

- a. Each Registered Professional shall not (and shall ensure that all Participating Individuals, and its independent contractors, subcontractors and third-party affiliates shall not) represent themselves as employees, agents, representatives or affiliates of the Program or of any government agency or entity associated with the Program.
- b. Each Registered Professional shall always clearly include its company name on all marketing materials, sales or call scripts, and uniforms, and do so in a way that will not create confusion with the Program, or any government agency or entity associated with the Program.
- c. The Registered Professional shall not purchase, own, lease or license, or buy leads, or receive or seek to receive any benefit from websites (URLs), social media accounts, or other media containing the names Chicago PACE, Loop-Counterpointe PACE LLC, Loop Capital Markets LLC, Counterpointe Energy Solutions LLC, or any confusingly similar name or derivative name or any other website, webpage, social media account or other media that the Program finds to be unacceptable. For the avoidance of doubt, the prohibition described in the immediately preceding sentence does not apply to websites, webpages, social media accounts, trademarks or other Program intellectual property assets the use of which the Program has authorized in writing provided the use is in compliance with the authorization.
- d. No Registered Professional shall use any Program information or intellectual property when generating leads. This prohibition applies to use by all lead generation and marketing companies engaged by or acting on behalf of such Registered Professional.
- e. The Registered Professional may only use the Program logo on printed materials, websites, or social media accounts in accordance with the Brand and Marketing Policy which is available through the Program.
- f. Each Registered Professional in good standing with the Program may refer to themselves as a Program Registered Professional where it displays its company logo. To be eligible to use the Program trademark in this manner, the Registered Professional's company logo must be the most prominent logo displayed, and there can be no potential for confusion between the Registered Professional and the Program. See the Brand and Marketing Policy for more information.
- g. No Registered Professional shall provide, or even appear to provide, tax advice to Record Owners regarding any aspect of the financing provided by the Program. Record Owners should be advised to consult their tax advisor on all issues related to the deductibility of any element of such financing.



Application Data

A Registered Professional shall:

- a. Provide accurate, current and complete information about itself, as may be sought during this registration process (“Application Data”);
- b. Maintain and promptly update the Application Data, and keep accurate, current and complete any other information it provides to the Program;
- c. Enter accurate payment instructions and promptly revise payment instructions as needed to ensure accurate processing of Program payments to the Registered Professional; and
- d. Revise the information on file with the Program within five business days in the event of any changes filed with the State or other municipal governments and any changes, suspensions or terminations of its licenses.

Comply with All Applicable Laws and Sound Business Practices

Each Registered Professional shall:

- a. Comply with the letter and intent of all federal, state and local laws, ordinances, rules and regulations including telemarketing laws, regulations and rules including, but not limited to the Telephone Consumer Protection Act, the Older American’s Act (including Elder Rights Protection principles) and the Truth-In-Lending Act.
- b. Maintain and provide the Program with copies of requested documents that relate to Energy Projects through the Program, as well as documents that relate to certifications, licenses, insurance or bonding.

Disclaimer; Limitation of Liability

You expressly understand and agree that:

Your participation in the program is at your sole risk. You are responsible for determining whether to participate in the program and whether to contract with any Record Owner seeking and obtaining financing under the program.

Except as otherwise expressly provided in this agreement, Loop-Counterpointe PACE LLC, their affiliated companies, the Program, any governmental authority sponsoring or participating in the Program, any person providing services to any of them in connection with the Program and their respective officers, directors, managers, employees and other representatives (collectively, “Program Participants”) expressly disclaim all warranties of any kind, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Except as otherwise expressly provided in this agreement, Program Participants make no warranty that (i) the Program will meet your requirements, (ii) the Program will be uninterrupted, (iii) the results that may be obtained from participation in the Program will be beneficial to you, (iv) the quality of any services, information, or other material obtained by you through the Program will meet your expectations (v) any errors in any of the services, information, or other material obtained by you through the Program will be corrected, (vi) you will be selected by a Record Owner, (vii) an application for financing under the Program will be approved or (viii) you will be paid any amounts due and payable to you under a contract with a Record Owner or otherwise.



Any material downloaded or otherwise obtained through your participation in the program is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from any Program Participant or through the program shall create any warranty not expressly stated in this agreement.

Program Participants shall not under any circumstances be liable for any damages of any kind arising out of, in connection with, or relating to, your participation in the program or your dealings with Record Owners or any Program Participant in connection with the program, including any liability (i) as a publisher of information, (ii) for any incorrect or inaccurate information, (iii) for any unauthorized access to or disclosure of your transmissions or data, (iv) for statements or conduct of any Record Owner or any other third party, or (vii) for any other matter relating to the Program. This is a comprehensive limitation of liability that applies to all damages of any kind, including any direct, indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, loss of good will, loss of use, loss of data, cost of procuring substitute goods, services or information, litigation or the like), whether based on breach of contract, breach of warranty, tort (including negligence) or otherwise, even if an individual advises of the possibility of such damages. The limitations of liability set forth herein are fundamental elements of the basis of the bargain between company and you. The information and services offered in connection with the Program would not be provided without such limitations.

Some jurisdictions do not allow the disclaimer of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers, limitations and exclusions may not apply to you. In such jurisdictions, the disclaimer and the limitations and exclusions of liability are applicable to the fullest extent permitted by law.