



Commercial PACE Program Handbook

September 2024

A low-cost financing program for multifamily, commercial, and industrial buildings in collaboration with participating Capital Providers

Contents

1 Program Introduction	3
1.1 Program Overview	3
1.2 Handbook Structure	4
1.3 Other Terms and Disclaimers	4
2 Program Contact Information	4
2.1 Program Website	4
2.2 Program Call Center	5
2.3 Program Contact Information and Other Useful Resources	5
3 Future Program Changes	6
4 Program Eligibility Requirements	6
4.1 Eligible Property	6
4.2 Eligible Property Owners	8
4.3 Eligible Assessment Amount	9
4.4 Eligible Improvements	9
4.5 Eligible Costs	11
4.6 Eligible Capital Providers	11
4.7 Eligible Contractors	12
4.8 Eligible Assessment Term(s)	12
4.9 Eligible Rebate Programs and Tax Credits	12
4.10 Eligible Number of Assessments	12
5 Program Requirements	13
5.1 Contractor Requirements	13
5.2 Building Permits and Inspection	13
5.3 Fraudulent Activity	13
5.4 Required Documents	13
6 Financial Terms	13
6.1 Costs to Apply	14
6.2 Assessment Costs	14
6.3 Scheduled Repayments	15
6.4 Prepayments	15
7 Program Process	15
7.1 Step 1: Apply	15
7.2 Step 2: Property & Property Owner Approval	16
7.3 Step 3: Project Approval	16
7.4 Step 4: Lender Consent	17
7.5 Step 5: Review and Sign Financing Documents	17

7.6 Step 6: Record Lien on Property	17
7.7 Step 7: Project Funding & Eligible Improvements Installation	17
7.8 Step 8: Project Completion	17
7.9 Add Assessment to Property Taxes Or Confirm Off Tax Bill Invoicing	18
8 Dispute Resolution	18
9 Additional Requirements and Terms	18
10 Appendices	19
Appendix A: Glossary of Terms	19
Appendix B: Additional Requirements and Terms	21
Appendix C: Eligible Improvement List	23

1 Program Introduction

1.1 Program Overview

California Senate Bill 555 of 2010 (“SB 555”) authorized the establishment of a Community Facilities District (the “CFD” or the “District”) to assist property owners (the “Property Owners” or “Property Owners”) in financing the installation of qualifying energy efficiency, renewable energy, water conservation products, and other products approved under California law (the “Eligible Improvements”). Pursuant to SB 555 the Golden State Finance Authority (the “Authority”) established CFD No. 2014-1 and provided for the levying of special taxes therein to finance, installation, and improvement of certain improvements permanently affixed to or on real property or buildings are privately or publicly owned (collectively, the “SB 555 PACE Financings”), all in accordance with the Mello-Roos Community Facilities Act of 1982 (the “Mello-Roos Law”).

The District created the SB 555 PACE Financing Program (the “C-PACE Program” or “C-PACE”) to enable member communities within its jurisdiction to participate in the C-PACE Program and thereby enable the C-PACE Program to provide commercial property owners with financing to pay for the purchase and installation of Eligible Improvements. The District has engaged Allectrify Services II, LLC (“Allectrify” or “Administrator”) to administer a portion of the C-PACE Program as described in this handbook.

Once a city, county, town, village, or other municipality has elected to participate in the C-PACE Program (each a “Participating Entity”), owners of commercial properties within such city, county, town, village, or other municipality may apply for financing through the C-PACE Program. C-PACE financing will be made available to qualifying Property Owners pursuant to a Unanimous Approval Agreement (the “UAA”) between the Authority and the Property Owner. Such financing will be secured by an assessment lien levied against the property until paid in full. Annual special assessments may be added to the Property Owner’s tax bill for the property.

Allectrify’s Commercial PACE offering is called FASTPACE California (“FASTPACE,” “FASTPACE California,” or the “Program”). FASTPACE California arranges financing for Property Owners from one or more banks, credit unions, and community development financial institutions (CDFIs) or other non-bank lender (collectively the “Capital Provider”) and performs certain duties on behalf of the Capital Provider. The Capital Provider may be the Property Owner’s current bank or mortgage holder.

1.2 Handbook Structure

The purpose of this handbook is to help Property Owners apply for and receive financing for Eligible Improvements. The handbook is divided into nine sections plus appendices, which describe through the process necessary to complete and fund the Eligible Improvements.

Section 1:	Program Introduction provides a brief overview of Program basics.
Section 2:	Program Contact Information.
Section 3:	Future Program Changes to the Handbook.
Section 4:	Program Eligibility describes eligibility requirements for commercial properties, property owners, and Eligible Improvements.
Section 5:	Program Requirements outlines the requirements for Program participation.
Section 6:	Financial Terms outlines the cost of the Program.
Section 7:	Program Process provides a detailed description of the Program process.
Section 8:	Dispute Resolution provides a summary of steps to take if an applicant wishes to dispute decisions by the Program.
Section 9:	Additional Requirements and Terms provides information about additional Program requirements and terms.
Appendices:	Appendices provide important forms and definitions, which are required by the Program.

For purposes of the handbook, all references to “days” are in calendar days unless otherwise specified.

1.3 Other Terms and Disclaimers

All applicants must (and interested parties such as contractors should) read the Additional Terms and Requirements Section in Appendix B. This section outlines many of the legal issues associated with the Program including the responsibilities and obligations of both participating Property Owners and Program staff.

2 Program Contact Information

2.1 Program Website

The Program website will provide useful information for those interested in C-PACE financing and they may request an application online. The Program website address is www.allectrify.com.

2.2 Program Call Center

Property Owners, developers and contractors may call (415) 320-1775 to ask questions about the Program or [email FASTPACE@allectrify.com](mailto:FASTPACE@allectrify.com) with questions or to request an application.

2.3 Program Contact Information and Other Useful Resources

General questions about the Program can be answered by visiting the Program website at www.allectrify.com or by calling the Program’s number at (415) 320-1775.

Program Contacts		
Golden State Finance Authority (GSFA) (“Program Authority”)	Phone Number(s): (855) 740-8422	Address: 1215 K Street Suite 1650 Sacramento, CA 95814
Allectrify Services II LLC (Administrator)	FASTPACE (415) 320-1775	Email: FASTPACE@allectrify.com Website: https://allectrify.com/

Other Useful Information

National Renewable Energy Laboratory (NREL)	The National Renewable Energy Laboratory (NREL) is transforming energy through research, development, commercialization, and deployment of renewable energy and energy efficiency technologies.	www.nrel.gov (202) 488-2200
California Environmental Improvement & Energy Resources Authority	EIERA provides environmental solutions through finance, research, and technical assistance. EIERA benefits the environment, the economy, and its partners.	https://eiera.mo.gov/ (573) 751-4919
DSIRE	DSIRE is a comprehensive source of information on state, federal, local, and utility incentives and policies that support renewable energy and energy efficiency.	www.dsireusa.org
Energy Star	Energy Star is a government-backed program helping businesses and individuals protect the environment through superior energy efficiency. Energy Star provides energy efficiency standards, qualified and labeled energy efficiency products and recommended installation methods among other things.	www.energystar.gov Energy Star Hotline for product questions (888) 782-7937
Federal Tax Credits	Information page about federal tax credits available for energy efficiency and renewable energy improvements.	Federal Tax Credits
State and Local Rebates	See your local utility company	See local utility company website

3 Future Program Changes

The District reserves the right to change the Program and its terms at any time; however, any such change will not affect a participating Property Owner's existing obligation to pay the special assessment agreed to in an executed Assessment Contract.

A Property Owner's participation in the Program will be subject to the regulations and terms set forth in this Program Handbook and the other documents that constitute the full agreement between the District and the Property Owner. If any provision of this Program Handbook is determined to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Program Handbook and shall not affect the validity and enforceability of any remaining provisions.

4 Program Eligibility Requirements

Potential applicants should review this section carefully before submitting an application in order to determine whether they, their property, and the desired projects are eligible for the Program. Program eligibility requirements fall into the following categories: property requirements, Property Owner requirements, assessment amount requirements, product requirements, cost requirements, eligible terms, eligible rebates and tax credits, and eligible number of assessments.

The Administrator will perform a comprehensive review of each proposed project and will make a determination as to the project's eligibility. In some cases, the Administrator may offer flexibility in one or more of the underwriting criteria based on the overall financial strength of the property, project, and applicant.

4.1 Eligible Property

To be eligible, the property must have, or qualify for, a valid assessor's identification number assigned to it by the local county tax collector. All properties must have a market value of \$1,000,000 or more. Non-residential properties are generally eligible including commercial, industrial, agricultural, multifamily properties with more than four (4) units, and non-profit-owned properties all with the following limitations as set forth below:

4.1.1 Property Type Exclusions:

Special use properties including the property types below may be subject to additional requirements to establish creditworthiness:

- Sports Complexes
- Parking Garages
- Civic Properties (Library, Museum, etc.)
- Marinas
- Self-Storage
- Low Income Housing
- Theme Parks
- Farms / Agriculture Uses
- Houses of Worship

Some property types may be excluded from participation made on a case-by-case basis by the Administrator in its sole discretion subject to applicable California law including SB 555.

4.1.2 Property Location

The Property must be located within the boundaries of a city, county, town, village, or other municipality that has adopted a resolution to join the District.

4.1.3 Documentation Requirements

Property Owners must provide, as applicable:

- Preliminary Title Report, or equivalent documentation, evidencing fee interest ownership of the property.
- Commercial Property Appraisal Report, or equivalent documentation, evidencing the market value of the property.
- Entity Governance Documentation establishing signing authority to encumber the property. For example:
 - Corporations – Articles of Incorporation and Bylaws (or similar applicable organizational documents)
 - Limited Liability Corporation – Articles of Organization and Operating Agreement (or similar applicable organizational documents)
 - Limited Partnerships – Partnership Agreement (or similar applicable organizational documents)

Capital Providers may require additional documentation, including, but not limited to property financial information. The Program may require, at its sole discretion, copies of any document submitted to a Capital Provider. Depending on property type, location, amount financed, and environmental conditions, the Administrator may require additional documentation.

4.1.4 Liens on Property

Only properties that are free from encumbrances of unresolved federal or state income tax liens, judgment liens, mechanic's liens (greater than \$1,000), or additional involuntary liens that reflect financial distress shall qualify for the Program. However, Properties with the foregoing liens may be considered for Program approval at the sole discretion of the Administrator. Prohibited liens do not include current special taxes, assessments or other financing district liens placed on all properties in that particular financing district.

The property must be current on all property-secured debt and property taxes, and it must not currently be an asset in a bankruptcy proceeding.

Mortgage debt must not exceed a certain percentage of the market value of the property, which is set at 90%. Total debt on the property, including SB 555 PACE Financings, must not exceed the market value of the property. For property owners who obtain lender consent, these requirements may be waived consistent with applicable law.

The Property must have no recorded notice of default during the prior three-year period where the property owner owned or controlled the property (where applicable). For property owners who obtain lender consent, this requirement may be waived.

4.1.5 Amount Financed

Funding requests must not exceed limits provided by the Mello-Roos Law.

If a funding request would result in the total amount of any annual property taxes and assessments to exceed five percent (5%) of the property market value, as determined at the time of approval, the project will be determined ineligible.

The total mortgage-related debt and PACE financing on the underlying property does not exceed the value of the property.

4.1.6 Lender Consent

If there is an existing mortgage(s) or loan(s) secured by the property, the mortgage holder(s) must be notified and provide their written consent to the C-PACE financing prior to approval.

Property owners authorize the Administrator to notify all existing mortgage holders of their intent to participate in SB 555 PACE Financing when they apply to the Program.

4.1.7 Environmental Risk

At its discretion, the Administrator will evaluate the risk of environmental contamination at the property. Depending on the current and past uses of the property and adjacent parcels and environmental risk factors identified in database searches, an environmental assessment prepared by a professional environmental consultant may be required.

4.2 Eligible Property Owners

In addition to the property eligibility requirements, commercial Property Owners must meet specific criteria in order to participate in the Program. The eligibility criteria for commercial Property Owners are set forth below.

4.2.1 Must be Owner of Record

Only Property Owner(s) who are the owner(s) of record for the respective property shall be considered for Program approval. Ground leases are not eligible under the Program unless they meet all the criteria below:

- Property is owned by a public agency (including property held in trust for any beneficiary).
- The agency has granted a leasehold or other possessory interest in the property to the borrower (lessee).
- The public agency owning the property shall provide prior written consent to the contractual assessment.
- At the time the assessment contract is executed, the term of the leasehold interest shall be at least as long as the term of the assessment contract.
- If the contractual assessment is unpaid when due, the tax collector may use those collection procedures that are available for the collection of assessments on the unsecured roll.

4.2.2 All Property Owners on Record Must Participate

All Property Owners of record for the property must sign and execute all related Financing and Program Documents. To be considered for Program approval, properties held in Trust or Business Entity Ownership must furnish relevant documentation providing clear authority to enter into the Program and to place an encumbrance upon the property. Individuals, for-profit entities, and nonprofit entities are eligible. Governmental entities are ineligible as a borrower, but may consent to an assessment contract (see section 4.2.1 above).

- **Trust Ownership of the Property** - If the property is owned by a Trust, the property may be eligible for Program participation if adequate documentation of the Trust and the applicants' authority under the Trust is provided with the application. All Trustees must meet underwriting requirements and sign all Financing Documents including the Assessment Contract.
- **Business Entity Ownership of the Property** - Most business entity ownership types are eligible for participation in the Program. Adequate documentation of the nature and existence of the

business entity and the applicant's authorization to act on behalf of the entity must be provided with the application. The documentation required depends on the type of entity that owns the property. Underwriter verification that the business is still active is required. Verification can be provided through the applicable Secretary of State website or the delivery of a recent certificate of good standing (issued within the last 30 days).

- **Ownership by a Corporation** - Applicants must provide documentation to show that they have the authority to sign for financing on the corporation's behalf and provide the following:
 - Articles of Incorporation (or similar applicable formation document);
 - Bylaws (or similar applicable entity governance document); and
 - Corporate resolution or consent signed by the necessary persons or entities.
- **Ownership by LLC** - Applicant must provide documentation showing that they have the authority to sign for financing on the company's behalf and provide the following:
 - Articles of Organization (or similar applicable formation document);
 - Operating Agreement (or similar applicable entity governance document); and
 - Resolution or consent document signed by members or managers, as applicable, naming the authorized individuals to sign contracts on behalf of LLC.
- **Ownership by Partnership** - Applicant must provide documentation showing that they have the authority to sign for financing on the partnership's behalf and provide the following:
 - Articles of Organization (or similar applicable formation document);
 - Operating Agreement (or similar applicable entity governance document); and
 - Resolution or consent document signed by members or partners, as applicable, naming the authorized individuals to sign contracts on behalf of Partnership.

4.2.3 Current on Property Taxes

Only Property Owners who are current on the property taxes for the applicable property shall be considered for Program approval. The Administrator will review the previous three (3) years property tax and any assessment bills to evaluate the Property Owner's history of paying property tax and any required assessments. Properties with a tax delinquency within the past three (3) years may be deemed ineligible. All prior tax delinquencies will be reviewed and may be allowed by the Administrator in their sole discretion.

4.2.4 No Recent Bankruptcies

Property Owners who have an active bankruptcy shall not qualify. Property Owners must be current on all subject property-secured debt at the time of application.

4.2.5 No Property Owner Authority Restrictions

Property title cannot be subject to power of attorney, easements or subordination agreements restricting the authority of the Property Owner(s) to enter into an Assessment Contract and authorize a PACE lien on the Property.

4.3 Eligible Assessment Amount

The maximum Assessment amount for any property is equal to:

- Assessment amount cannot be an amount that the total amount of any annual property taxes and assessments exceeds five percent (5%) of the property market value, as determined at the time of approval.
- The total mortgage-related debt and PACE financing on the underlying property does not exceed the value of the property.

- If a property has multiple separate C-PACE financing projects recorded, they should be considered collectively for the above requirements.

Assessments over \$1,000,000 may be subject to additional due diligence.

4.4 Eligible Project Types

The Program supports projects such as, but not limited to, existing building renovations, new construction and retroactive financing of projects that contain C-PACE eligible improvements.

Retroactive C-PACE Financing is available for eligible improvements that were previously installed. For retroactive projects the Program Administrator will determine the maximum number of years between the date the property owner applied to the Program and the date the eligible improvement(s) were installed on a case-by-case basis. The remaining useful life of eligible improvements must be used when calculating the maximum finance term for a retroactive project.

4.5 Eligible Improvements

The Program offers financing for various distributed generation renewable energy sources, energy efficiency improvements, water efficiency improvements, seismic strengthening improvements, electric vehicle charging infrastructure, and wildfire resilience and safety improvements allowable under California law (“Eligible Improvements”). All eligible improvements are subject to the applicable municipality's ordinances and regulations, including but not limited to those ordinances and regulations concerning zoning, subdivision, building, fire safety, and historic or architectural review.

Eligible Improvements installed under the Program must appear in the Eligible Improvements List (see Appendix C) or be approved by the Program Administrator on an exception basis based on a project analysis prepared by the Contractor or a third party and submitted with the Program application.

The following criteria must also be met.

4.5.1 Eligible Improvements Must Be New and Permanently Affixed

Only new Eligible Improvements intended to be permanently affixed can be financed by the Program.

Remanufactured, refurbished, slightly used, or new equipment transferred from a previous location are not eligible. Products that are not permanently fixed are ineligible including appliances, stand alone light bulbs, and other non-fixtures.

4.5.2 Project Analysis or Feasibility Study

Applicants must submit a professional project analysis or feasibility study prepared by an energy engineer. An energy engineer is defined as a professional holding a Certified Energy Manager (CEM) or Certified Energy Auditor (CEA) accreditation, a Professional Engineer (PE) with demonstrated relevant energy experience, or a Contractor with relevant demonstrated experience as determined by the Administrator. The program administrator will review the analysis or study to confirm that the project contains eligible improvements. The Program has relationships and partnerships with third-party vendors that a property owner may select to perform this work.

4.6 Eligible Costs

Eligible costs under the Program include the cost of the supplies, materials, equipment and installation of the Eligible Improvements. Installation costs may include, but are not limited to, energy audit costs, appraisals, labor, design, drafting, engineering, permit fees, and inspection charges. The cost of installation of Eligible Improvements shall be eligible to be financed only if such installation is completed by an eligible contractor. Eligible costs do not include labor costs for property owners who elect to do the work themselves.

For property owners who elect to complete Program retrofits at the same time as a larger capital project, financing is only available for retrofitting or new installations on the existing structure with Eligible Improvements. Like-for-like repairs to the existing building's envelope, systems, and/or infrastructure are not eligible except when they are required by the installation of the Eligible Project. If a property owner is planning to finance Eligible Improvements included in a larger remodeling project, they should first contact the Administrator to determine what costs will be eligible for financing.

The cost of installing the Eligible Improvements must be reasonable and accomplished within industry cost guidelines. The Program shall have the right to refuse to advance funding for any portion of a Funding Request Form that exceeds such guidelines and may request additional documentation or other information to determine the reasonableness of any Funding Request Form.

4.7 Eligible Capital Providers

The Program allows any interested eligible financial institution or other entity to participate and originate or provide funding for eligible C-PACE assessments as a Capital Provider. Capital Providers may submit to join the Allectrify Platform and indicate they are interested in originating or funding C-PACE assessments. Property owners may recommend an eligible party submit to join the Allectrify Platform to originate or provide the financing for their C-PACE assessment. Those interested in joining the Allectrify Platform should email FASTPACE@allectrify.com.

Capital Providers must agree to and sign the Third-Party Program Administrator and Capital Provider Participation Agreement form to participate in the Program. Under the agreement the Capital Provider agrees to perform specific services related to funding, servicing and underwriting the assessment.

4.8 Eligible Contractors

Only contractors who have all licenses and certifications as required by the state and local government and Program as applicable can perform PACE-financed installation work.

PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR AND MUST INDEPENDENTLY CHOOSE AND CONTRACT WITH THE CONTRACTORS TO WORK ON THE INSTALLATION OF THEIR ELIGIBLE IMPROVEMENT. THE PROGRAM, THE DISTRICT, ALLECTRIFY SERVICES II LLC, AND EACH OF THE PARTICIPATING ENTITIES, THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS NEITHER ENDORSE NOR RECOMMEND CONTRACTORS, NOR DO THEY GUARANTEE, WARRANTY OR OTHERWISE ENSURE THE COMPLETION OF THE INSTALLATION OF THE ELIGIBLE IMPROVEMENTS OR THE OPERATION OF THE ELIGIBLE IMPROVEMENT, ANY OTHER PERSON INVOLVED WITH THE INSTALLED IMPROVEMENTS, OR THE DESIGN OF SUCH IMPROVEMENTS, OR WARRANT THE ECONOMIC VALUE, ENERGY SAVINGS, SAFETY, DURABILITY OR RELIABILITY OF THE ELIGIBLE IMPROVEMENTS.

4.9 Eligible Assessment Term(s)

Assessment Contracts may include financing with a term up to 30 years, but the financing term may not exceed the weighted average "useful life" of the installed Eligible Improvements. The Program reserves the right to

approve a different assessment term than that requested by a Property Owner based on the useful life of the Eligible Improvements to be installed. When installing multiple Eligible Improvements, the maximum financing term available is based on the longest of the useful lives of the installed improvements so long as the term does not negatively impact the creditworthiness of the Property. For retroactive projects the remaining useful life must be used when determining the maximum finance term.

4.10 Eligible Rebate Programs and Tax Credits

For energy efficiency and renewable energy Eligible Improvements, various federal tax credits, state and local rebates, and incentive programs exist.

Not all Eligible Improvements under the Program will qualify for federal tax credits and/or state or local utility rebates. For example, some of the federal tax credit specifications require a higher energy efficiency standard than those required by the Program.

NEITHER THE DISTRICT, ADMINISTRATOR, THE PARTICIPATING ENTITIES NOR THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER THAT ANY ELIGIBLE IMPROVEMENTS WILL QUALIFY FOR OR BE GRANTED ANY TAX CREDITS, REBATES OR OTHER INCENTIVES.

For information on rebates and tax credits, there is a “Rebate Locator” on the Energy Star website (<http://www.energystar.gov>) and a “Rebate Finder” on the WaterSense website (<http://www.epa.gov/WaterSense/>), as well as a comprehensive source of information on state, federal, local, and utility incentives and policies that support renewable energy and energy efficiency on the DSIRE website (<http://www.dsireusa.org>).

4.11 Eligible Number of Assessments

A property owner may apply for another assessment under the Program for the same property or an additional property(s) if all assessments under the Program for a particular property owner still meet all Program guidelines.

If a property owner is applying and already has an existing assessment, the Program will notify the existing PACE lender that an additional PACE assessment will be recorded to the property.

5 Program Requirements

5.1 Contractor Requirements

All contractors who install Program financed Eligible Improvements must be in good standing with the Program including meeting all applicable bonding and insurance requirements and any fraud check requirements.

Contractors must also agree to abide by all Program terms and conditions including:

- Pulling permits as required by the local building department;
- Obtaining approval of proposed Eligible Improvements in advance by calling the Program or completing the Custom Product Application process;
- Installing Eligible Improvements that meet the required eligibility specifications;
- Only installing Eligible Improvements for which they have the correct and current contractor’s license;
- Providing evidence of a business license for the jurisdiction where the property is located.

The Program, the Program Authority, and Administrator do not endorse contractors, or any other person involved with the installed products or the design of the products, nor do they warrant the economic value, energy savings, safety, durability, or reliability of the Products.

5.2 Building Permits and Inspection

Property owners are responsible for obtaining any required building permits for Eligible Improvements. If permits are required, the pulled permit documentation must be submitted with the Funding Request Form.

Property owners should speak with their contractors to determine if their proposed Eligible Improvements will require a permit and/or inspection.

Program staff may also schedule an on-site validation visit to confirm that the approved Eligible Product was fully and permanently installed before approving a submitted Funding Request Form.

5.3 Fraudulent Activity

Any misrepresentations made to the Program in the application, the contractor's bid, or any other document at any time during the Program is likely to cause the property owner and/or the contractor to be terminated from the Program and may result in legal action. For example, any such misrepresentations may result in a refused application, a notification that any installed Eligible Improvements will be at the expense of the property owners, or a legal proceeding, civil or criminal, to recover any fraudulently obtained funds.

5.4 Required Documents

Required documents must be submitted at different steps in the Program process. For a list of required documents that must be submitted and when they must be submitted, please see Section 7, Program Process.

6 Financial Terms

6.1 Costs to Apply

There is no application fee to apply to the Program. The Property Owner will be responsible for bearing the cost of any third-party diligence reports required to fully evaluate a project application including but not limited to environmental assessments, appraisals, energy audits, and title reports. Such diligence costs may be financed under the Program and added to the financed amount. Any required diligence reports will be identified and conveyed to the Property Owner after an application has been submitted.

6.2 Assessment Costs

Below are the costs to use Program financing for the installation of Eligible Improvements. All rates and fees are set when the Financing Documents are issued and will be identified in the Financing Documents as well as for reference in the Fee Schedule for FASTPACE California.

6.2.1 Program Administration Fee

A Program Administration Fee is a one-time fee that can be financed or paid in advance by the Property Owner. The Program Administration Fee covers the cost of the District to facilitate the financing of the installation of Eligible Improvements and the costs to approve and fund installation of such Eligible Improvements. The amount of the Program Administration Fee is identified in the Financing Documents and in the Fee Schedule. This is in addition to other applicable fees and costs that may be incurred at close (including but not limited to an Authority Fee).

6.2.2 Interest Rate

The interest rate for the Program financing will be based on market rates. The final interest rate will be set at the time the Financing Documents are issued and sent to the Property Owners. Current estimated interest rate(s) may be available upon request.

6.2.3 Capitalized Interest

Depending on the closing date of the Program financing, assessments may not begin until a later year's tax statement. Capitalized interest is the amount of interest that is added to the financed amount for the period between the closing date and the date of the first assessment payment. The total amount of interest for Program financing will be included in the Financing Documents.

6.2.4 Recording Fees

Property Owners will pay for all fees that are charged to record the Assessment Contract on the participating property. These fees are added to the financing amount or paid upfront by the Property Owner at closing. The recording fee is identified in the Financing Documents.

6.2.5 Annual Assessment Administrative Fees

Certain assessment administrative, servicing or paying agent fees will be added to each assessment installment amount. These fees cover the costs of administering the collection and disbursement of the assessment payments. The assessment administrative fees will be identified in the Financing Documents.

6.2.6 Debt Service Reserve Fund

The amount to be financed under Program Financing Agreements may include an amount to fund a reserve from which payments can be made if special tax or assessment collections are insufficient to pay debt service on securities issued for the SB 555 PACE Financing. The amount of the reserve will be specified in Financing Agreements and other Program documents.

6.2.7 Other Costs

The following project costs may apply to a Project:

- Escrow, Title and Legal. Special legal, escrow or title costs, including title insurance, where required, may be paid by the property owner.
- Onsite Inspection Fees. Where necessary or appropriate, onsite inspection fees may be required to enable the Lender to confirm that Authorized Improvements were actually installed prior to funding; provided, however, that such fee may not exceed the actual cost to undertake such inspection.
- Early Payment Premium. When permitted by applicable law, the SB 555 PACE Financing the Administrator may impose a prepayment premium not to exceed 5% of then unpaid principal balance for Property Owners who elect to pay off the special tax or assessment lien prior to maturity.

6.3 Scheduled Repayments

Property Owners will repay principal and interest over an approved term of up to 30 years. Payments will be billed in substantially equal intervals and paid through the Property Owner's property tax bill or through a separate direct bill. The assessment payment schedule will be attached to the Assessment Contract that the Property Owners sign, which sets forth the payments due during the assessment contract term. Failure to pay the assessment amounts and the Annual Administrative Assessment Fees when due will result in the accrual

of additional interest and penalties and may result in judicial foreclosure on and the sale of the property owned by the delinquent Property Owner.

6.4 Prepayments

Property Owners may choose to pay off their assessment contract at any time. If the Property Owner chooses to pay off their assessment contract prior to the maturity date, the Property Owner will be liable for any prepayment penalty listed in the Financing Documents. To prepay, the Property Owner will need to contact the Administrator to initiate the prepayment process.

7 Program Process

The Program Process section describes the process for commercial property owners, contractors, and Program Representatives from before the project begins through all steps of the financing process.

7.1 Step 1: Apply

7.1.1 Application

Each property owner will need to complete an application. Property owners must submit an application via email but may call for assistance:

- **Phone:** (415) 320-1775
- **Email:** FASTPACE@allectrifify.com

Submission of an application does not guarantee that a property owner will be approved for financing. If a property owner proceeds with installation of any Eligible Improvements prior to receiving approval, the property owner risks being ineligible for Program financing. Furthermore, if a property owner is approved for financing but then installs products that are not eligible, ineligible portions of the project will not be funded.

By submitting an application, property owners are specifically authorizing and agreeing that the Program staff has permission to obtain informational reports needed to verify eligibility which may include bankruptcy and current property debt, obtain a property valuation, verify the property owners' declarations regarding title to the property and current and historical property tax status, and complete any other necessary record checks to verify information in the application. For C-PACE financings under \$1 million, property owners who submit an application are also specifically authorizing and agreeing that the Program staff has permission to obtain a credit report for each property owner.

A copy of the application for the Program is available upon request. The application is a step-by-step process where each applicant provides personal and property information.

7.2 Step 2: Property & Property Owner Approval

7.2.1 Application Results

Applicants will be contacted to receive official notification of the status of their application. If the financing amount exceeds the financing threshold, the property owner will have the option to complete an appraisal, which may allow the property owner to finance the maximum amount relative to the appraised value of the property. The property owner must bear all appraisal costs.

7.3 Step 3: Project Approval

Property owners must obtain approval of all Eligible Improvements to be installed PRIOR to proceeding with installation.

7.3.1 Scope of Project - Obtain Quote

Property owners must determine the Eligible Improvement(s) they wish to finance through the Program.

Property owners can work directly with an energy auditor and/or contractors to determine the scope of their project.

It is highly recommended that property owners perform a comprehensive energy audit on their property before considering any Eligible Improvements. A comprehensive audit applies building science principles from data collected on the subject property utilizing sophisticated diagnostic equipment to precisely detect the cause and measure the effects of building performance related problems.

Property owners should register and then complete the rebate process with the relevant entity, or the appropriate local utility, when available.

7.3.2 Project Approval

Once the property and property owner have been approved, the Administrator will review the submitted project proposal to verify that the proposed improvements are eligible per the program guidelines and that the assumptions used to model the project are reasonable per market standards.

If there is a modification to the project proposal at any point in time, the contractor or property owner must contact the Administrator again and repeat the process outlined above.

The Program reserves the right to deny any Product or Project. Reasons for denial may include, but are not limited to, any of the following: if it appears that the proposed product is not cost effective, is too experimental or unreliable, the claimed energy savings or renewable energy generation product is not clearly supported, the costs do not appear to be in conformance with industry standards, or installation of the product may violate local laws or regulations. The Program will provide a written explanation for any denial.

7.4 Step 4: Lender Consent

7.4.1 Lender Consent

The Administrator and Property Owner must obtain Lender Consent from all existing senior lender(s) with a lien on the Property. The Administrator may provide the property owner with a package for senior lenders including program information (i.e., history, background, and benefits) as well as the project specifications. The Administrator will also make itself available for consultation with existing lenders.

7.5 Step 5: Review and Sign Financing Documents

After products are approved, the Administrator will coordinate with the property owner and Capital Provider to review and approve the Assessment Contract and Financing Documents. Once all parties have approved the documents, the signing and closing can be scheduled. The Administrator will coordinate with all relevant parties to coordinate the signing of the documents.

7.6 Step 6: Record Lien on Property

The District, in coordination with the Administrator, will record with the appropriate local authority the Assessment Contract after execution of the Assessment Contract and related Financing Documents.

7.7 Step 7: Project Funding & Eligible Improvements Installation

The Administrator will coordinate with the Capital Provider to have the project funds held in escrow. Disbursement of funds from the project account is issued in accordance with the disbursement agreement between the Capital Provider and property owner. A funding request is submitted according to the schedule in the disbursement agreement based on the completed installation of Eligible Improvements.

Any required inspections, validations, or permits must be submitted as part of the funding request. Installation of Eligible Improvements must be completed within a reasonable period based on standard industry practices and measures. Applicants who are completing larger projects and/or who believe they need more time may contact the Program to come to an agreement on an appropriate completion period. Any change orders that alter the project amount or the eligible improvements being installed, must be submitted to the program administrator. The Program has the right to schedule an on-site validation visit in response to any funding request for any installed, Program-financed Eligible Improvements.

The Program, the Program Authority, and Administrator do not endorse contractors who register with the Program, or any other person involved with the installed products, the design of the products, or warrant the economic value, energy savings, safety, durability, or reliability of the products.

7.7.1 Building Permit Requirements

Property owners are responsible for obtaining building permits and completing inspections, including final inspection sign-off, by the appropriate City or County Building Department. Property owners are also responsible for ensuring that their Eligible Improvements have met all other applicable federal, state, and local laws and regulations including Title 24. Property owners should speak with their contractors to determine if their Eligible Improvements require a building permit and/or inspection and what requirements must be met.

7.8 Step 8: Project Completion

Once all Eligible Improvements have been installed and all project funds are disbursed the project is considered completed.

The Program reserves the right to perform independent on-site validation(s) of any Eligible Improvements financed by the Program even if permit inspections have already been completed. Program staff will schedule any such on-site validation visit with the Property Owner.

7.9 Add Assessment to Property Taxes

For all Property Owners who sign Financing Documents, the Program will submit to the County a tax roll that identifies the tax lien and the assessment due. The assessment payment will appear as a separate line item on the Property Owner's annual property tax bills for the term of the financing.

7.9.1 Assessment Payments on Property Tax Bill

Property Owners who apply to the Program must be able to pay the agreed-upon assessment payments regardless of a change in personal or corporate financial circumstances, the condition of the property, or the condition of the newly installed Eligible Improvements. As with other property

taxes, failure to pay the assessment payments will result in penalties, interest, and may eventually result in foreclosure of the property by the Program Authority or the County Tax Collector.

Recordation of the assessment lien on the property will establish a continuing annual lien. As with other property taxes, the Property Owner may pay the entire annual amount on the date the first installment is due. If applicable, the Property Owner may pay in two installments on the dates such installments are due.

Program assessments may transfer with a sale of the property. If the Property Owner uses an impound or escrow account to pay property taxes, and if the assessment lien is being paid through a line item on the property tax bill, the Property Owner should consider contacting the lender with which payments are impounded or escrowed increase monthly payments by an amount sufficient to provide for assessment payments as they become due.

8 Dispute Resolution

The parties who have signed an Assessment Contract for the Program shall attempt in good faith to promptly resolve any dispute arising out of or relating to said Assessment Contract by negotiations between the District or its designated representative and the Property Owner. Property Owners who wish to dispute decision(s) made by the District may contact the FASTPACE Program at FASTPACE@allectrify.com. The notice must identify the issue(s) for resolution, the circumstances that surround the issue(s), the section in the Program Handbook that the issue(s) pertain(s) to, and a timeline of events. Within thirty (30) calendar days after delivery of the notice, the District and/or the Administrator will contact the Property Owner to resolve the dispute.

9 Additional Requirements and Terms

Additional requirements and terms for the Program are set forth in Appendix B to this Program Handbook. **ALL PROGRAM APPLICANTS, PROPERTY OWNERS, AND CONTRACTORS ARE SUBJECT TO THESE ADDITIONAL REQUIREMENTS AND TERMS AS APPLICABLE AND ARE RESPONSIBLE FOR REVIEWING AND UNDERSTANDING THESE ADDITIONAL REQUIREMENTS AND TERMS. APPLICANTS, PROPERTY OWNERS AND CONTRACTORS ARE RESPONSIBLE FOR CONTACTING THE PROGRAM STAFF FOR CLARIFICATION OF ANY ADDITIONAL REQUIREMENT OR TERM THAT IS NOT UNDERSTOOD AND/OR SEEKING ADVICE FROM THEIR OWN ATTORNEY REGARDING ANY SUCH ADDITIONAL REQUIREMENT OR TERM.**

10 Appendices

Appendix A: Glossary of Terms

Annual Fuel Utilization Efficiency (AFUE): AFUE is the standard measurement of efficiency for gas and oil-fired furnaces. Given in percentages, this number tells you how much of your fuel is used to heat your home and how much fuel is wasted. The higher the AFUE rating, the greater the efficiency.

British Thermal Units (Btu): The amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit.

Building Performance Institute (BPI): BPI is a national standards development and credentialing organization for residential energy efficiency retrofit work – providing training through a network of training affiliate organizations, individual certifications, company accreditations and quality assurance programs. BPI certifications include building analysts (for energy audits) as well as building envelope professionals (envelope or manufactured housing) and mechanical professionals (heating or cooling).

Building Permits: Formal approval of building plans by the designated government agency as meeting the requirements of prescribed codes. It is an authorization to proceed with the construction or reconfiguration of a specific structure at a particular site, in accordance with the approved drawings and specifications.

Capital Provider: A financial institution or other entity that joins the Allectrify platform and indicates their interest in originating or providing funding for C-PACE assessment financing.

Coefficient of Performance (COP): The COP is the basic parameter used to report efficiency of refrigerant based systems.

Commercial: Commercial entities are defined as all non-residential properties and include apartment buildings with four units or more and industrial properties.

Contractor: A person or business entity who contracts to erect buildings, or portions of buildings, or systems within buildings.

Cool Roof: A cool roof reflects and emits the sun's heat back to the sky instead of transferring it to the building below. "Coolness" is measured by two properties, solar reflectance, and thermal emittance. Both properties are measured from zero (0) to one (1) and the higher the value, the "cooler" the roof.

Cool Roof Rating Council (CRRC): The CRRC is an independent, non-profit organization that maintains a third-party rating system for radiative properties of roof surfacing materials.

DSIRE: A comprehensive source of information on state, federal, local, and utility incentives and policies that support renewable energy and energy efficiency. Established in 1995 and funded by the U.S. Department of Energy, DSIRE is an ongoing project of the North Carolina Solar Center and the Interstate Renewable Energy Council, Inc.

Eligible Improvement: Various energy efficiency, renewable energy, water conservation, earthquake or fire resiliency and other improvements allowable with CPACE financing under California law.

Energy Audit: An evaluation of energy consumption to determine ways in which energy can be conserved.

Energy efficiency improvement: Any acquisition, installation, or modification on or of publicly or privately owned property designed to reduce the energy consumption of such property.

Energy Efficiency Ratio (EER): EER is a measure of how efficiently a cooling system will operate when the outdoor temperature is at a specific level (95of). The higher the EER, the more efficient the system.

Energy Star: EnergyStar is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy helping us all save money and protect the environment through energy efficient products and practices.

Expected Performance-Based Buy-Down (EPBB): Solar installations smaller than 30 kw in capacity can receive a one-time, up-front incentive based on expected performance, and calculated by equipment ratings and installation factors (geographic location, tilt, and shading). EPBB payments are provided on a \$ per watt basis. Systems eligible for EPBB can choose to opt-in to the PBI system.

Evapotranspiration (ET): ET is a term used to describe the sum of evaporation and plant transpiration from the Earth's land surface to atmosphere.

Heat Seasonal Performance Factor (HSPF): HSFP is the most commonly used measure of a heat pump's heating efficiency. The higher the HSPF, the more efficient the heat pump.

Improved Property: Improved property is land with one or more structures on it. It is the opposite of vacant or unimproved property. Only approved products on Improved Property are financeable through the GSFA Program.

Interconnection Agreement: A legal document authorizing the flow of electricity between the facilities of two electric systems. Under the CSI Program, eligible renewable energy systems must be permanently interconnected and operating in parallel to the electrical distribution grid of the utility serving the customer's electrical load. Portable systems are not eligible. Proof of interconnection and parallel operation is required prior to receiving an incentive payment.

Investor-Owned Utility (IOU): For purposes of the Program, may refer to any Investor-Owned Utility in the State of California.

Kilowatt (kw): A unit of electrical power equal to 1,000 watts, which constitutes the basic unit of electrical demand. The watt is a metric measurement of power (not energy) and is the rate (not the duration over which) electricity is used. 1,000 kw is equal to 1 megawatt (MW).

Kilowatt Hour (kwh): The use of 1,000 watts of electricity for one full hour. Unlike kw, kwh is a measure of energy, not power, and is the unit on which the price of electrical energy is based. Electricity rates are most commonly expressed in cents per kilowatt hour.

Market Value: Highest estimated price that a buyer would pay, and a seller would accept for an item in an open and competitive market.

Megawatt (MW): Unit of electrical power equal to one million watts; also equals 1,000 kw.

Net Operating Income (NOI): Net operating income is rental income of a property after operating expenses. These expenses would include all operating expenses, including maintenance, janitorial, supplies, insurance, accounting, management, etc.

Participating Jurisdictions: The initial participating jurisdictions are to be determined and may include any city or county in California.

Project: Any energy efficiency improvement or renewable energy improvement.

Program: Allectrify's FASTPACE California Commercial PACE Program.

Program Authority: The GSFA Executive Director and/or his designee are designated as the Program Authority and are authorized to enter into contractual assessments.

Performance based incentive (PBI): All systems over 30 kw must take the PBI. Any sized system can elect to take PBI. The PBI pays out an incentive, based on actual kwh production, over a period of five years. PBI payments are provided on a \$ per kilowatt-hour basis.

Real Property: A property in any city or county that has authorized participation in the Program and that is subject to a real property tax.

Renewable Energy: Electricity supplied by energy sources that are naturally and continually replenished, such as wind, solar power, geothermal, small hydropower, and various forms of biomass.

Renewable Energy Improvement: Any acquisition and installation of a fixture, product, system, device, or combination thereof on publicly or privately owned property that produces energy from renewable resources.

Residential: Single family home, fewer than four (4) residential units.

R-Value: R-Value is a measure of thermal resistance used in the building and construction industry, usually for insulation. The higher the R-Value, the greater the insulation qualities of the product.

Seasonal Energy Efficiency Ratio (SEER): SEER is most commonly used to measure the efficiency of central air conditioners and air source heat pumps. SEER measures how efficiently a cooling system will operate over an entire season. The higher the SEER, the more efficient the system.

Solar Heat Gain Coefficient (SHGC): SHGC measures how well a product blocks heat by sunlight. SHGC is expressed as a number between 0 and 1. The lower the SHGC, the less solar heat is transmitted into the building.

Solar Rating and Certification Corporation (SRCC): The SRCC currently administers a certification, rating, and labeling program for solar collectors and a similar program for complete solar water heating systems.

Golden State Finance Authority (GSFA): is an open-market state-wide joint power authority political subdivision established to provide unlimited capital to fund energy efficiency and renewable energy projects. Property owners – both public and private – within member communities may apply for PACE financing. Operating through intergovernmental cooperation, California communities may join the District to make funding available to all property owners within their jurisdiction.

Appendix B: Additional Requirements and Terms

In addition to the Program eligibility criteria and requirements described above in the Program Handbook, the following additional terms are required of Property Owners who participate in the Program.

Property Owner Agrees to All Program Terms

By execution of the Assessment Contract documents, each executing Property Owner certifies that they have read, understood, and agreed to the terms of the Program as outlined in the Program Handbook in addition to the terms of the Assessment Contract. Property Owner also thereby certifies that the Property Owner(s), the property, and the products meet all Program eligibility requirements.

Program Disclosures and Disclaimers

The following describes some (but not all) characteristics and risks of participation in the Program as well as laws to which the Program is subject. A full understanding of any item listed below can be gained only by reviewing the relevant laws, policy statements, and/or the contractual documents related to the Program. The Administrator is committed to your understanding each of the items listed below before you enter into an Assessment Contract and invites you to ask Program representatives any questions regarding these items or if you need copies of any document related to the Program.

No Endorsement by the District or the Administrator. The Property Owner(s) understand, acknowledge and agree that review of the proposed products, the determination that such products are Eligible Improvements and authorization for Program funding of the installation of such products by the District and the Administrator shall not be construed as a confirmation or endorsement of the qualifications, efficiency or performance of such products, the Contractors that installed such products, the manufacturer of or any other person involved with the products; or the design of the products; or a warranty or guaranty the performance, economic value, energy savings, safety, durability or reliability of such products.

Property Owner Is Responsible for Products, Permits and Inspections. The Property Owner is solely responsible for all products installed on his or her property, including the selection of any Contractor(s), energy auditor(s), or equipment, including manufacturers. Any performance related issues are the responsibility of the Property Owner and the Property Owner's Contractor(s). Neither the District nor its agents are responsible for the performance of the products. **THE DISTRICT, THE ADMINISTRATOR, EACH OF THE PARTICIPATING ENTITIES AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS DO NOT ENDORSE OR RECOMMEND CONTRACTORS WHO REGISTER WITH THE PROGRAM, NOR DO THEY GUARANTEE, WARRANTY OR OTHERWISE ENSURE THE COMPLETION OF THE INSTALLATION OF THE ELIGIBLE IMPROVEMENTS BY SUCH CONTRACTORS OR THE OPERATION OF THE ELIGIBLE IMPROVEMENTS OR ANY OTHER PERSON INVOLVED WITH THE INSTALLED PRODUCTS, THE DESIGN OR MANUFACTURE OF SUCH PRODUCTS, OR THE ECONOMIC VALUE, ENERGY SAVINGS, SAFETY, DURABILITY OR RELIABILITY OF SUCH PRODUCTS.**

Completion of all city, county, and any other applicable permitting and inspections is the responsibility of the Property Owner.

Inspection of Products. The Administrator reserves the right to inspect any and all products financed by the Program at any time during installation or when a Completion Certificate is submitted to ensure compliance with the Program.

Rebates and Tax Credits. Federal, state, or local laws or rebate programs may change at any time. Therefore, the Program is not liable for any loss of or change in a rebate or tax credit. Property Owners should consult with their tax advisors and/or accountants as to the applicability of any tax credits to their personal tax situation.

Program Database. All information obtained from Property Owners through the Program will be used only for purposes of the Program, utility rebate programs, energy savings tracking, and federal or state grant program funds tracking and surveys.

Releases and Indemnification. Property Owner acknowledges that the District established the California Commercial PACE Program solely for the purpose of assisting the Property Owners in the Participating Entity where their property is located with the financing of Eligible Improvements and that the District, each Participating Entity, the Administrator and their respective officers, employees, agents and assigns have no responsibility of any kind for, and shall have no liability arising out of, the installation, operation, financing, refinancing or maintenance of such Eligible Improvements. Property Owner agrees that the Property Owner and his or her successors in interest to the fee simple title in the subject property shall be solely responsible for the installation, operation, financing, refinancing or maintenance of such Eligible Improvements. Participation in the Program does not in any way obligate the District, any Participating Entity, the Administrator and/or their respective officers, employees, agents and assigns to guarantee or ensure the performance of any Eligible Improvements. Property Owner hereby acknowledges that the subject property will be responsible for payment of the special assessment regardless of whether the products are properly installed or operate as expected.

Property Owner also agrees to release, defend, indemnify, and hold harmless the District, the Administrator, the Participating Entities, their respective officers, employees, agent assigns, from and against any claims, actions, demands, costs, damages or lawsuits, including the payment of attorney fees and cost of court, arising out of or in any way connected with his or her participation in the Program, including, without limitation, the installation, maintenance or repair of the products or compliance with any applicable federal, state or local laws.

Disclosure of Participant Information. By submitting a Program application, Property Owner agrees that the District and/or the Administrator may disclose his or her personal information to Program staff, and that the District and the Administrator may disclose that information to third parties when such disclosure is essential to the conduct of the District or its member agencies' business or to provide services to Property Owner, including, but not limited to, where such disclosure is necessary to (i) comply with the law, legal process or our regulators, (ii) enable the District or the Administrator or consultants to provide services to Property Owner and to otherwise perform their duties, and (iii) obtain and provide credit reporting information.

In order to receive funding for this Program and to enable communication regarding rebate programs, Property Owner consents to the release of his or her name and contact information to the utility solar rebate program operated by the local Utility. Property Owner further agrees to the release of his or her name and contact information and the subject property's utility usage data as well as data from the online monitoring of any renewable energy system installed for 12 months before installation of the products and up to 24 months after installation of the products from the local utility company to the District, Administrator, its grantors, and its designated Contractors for the purpose of conducting surveys and evaluating the Program and its impact. The Program reserves the right to access utility bill information and online monitoring of installed renewable energy systems (if the Property Owner or system owner has elected to set up online monitoring). In addition, Property Owner understands that the District is a public agency which, in certain circumstances, may have an obligation to release information under the California Sunshine Law or pursuant to court order.

Equal Credit Opportunity Act (ECOA). The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicant(s) on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant(s) income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, Washington, D.C. 20580.

USA Patriot Act Disclosure. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: As part of applying to the Program, the Administrator may be required to ask for your name, address, date of birth, and other information that will allow it to identify you. The Administrator may also need a copy of the driver's license or other identifying documents from any and all borrowers and guarantors.

Appendix C: Eligible Improvement List

Below is the list of construction measures that are eligible improvements within the program. The Program Administrator may amend this list from time to time.

Category	Improvement
Alternative Energy	<ul style="list-style-type: none"> Advanced Energy Storage Systems Biomass Cogeneration System Electric Vehicle Charging Station Battery Storage Systems Fuel Cell Power System, Stationary PACE Fuel Cell Power System, Backup Wind Turbine
Category	Improvement
Building Envelope	<ul style="list-style-type: none"> Air Sealing Building Control Systems Commercial Kitchen Exhaust Air Volume Control Systems Electrical Panel Upgrade Electrical Wiring Modernization Elevator Motors and Controls Energy Efficient Façade Upgrades Energy Efficient Reflective Coating Green Roof Gutters Industrial Process Equipment Motors and Controls Insulation, Attic Insulating Carpet & Padding Insulation, Hot Water Pipe Insulation, Siding Insulation, Under Slab Insulation, Under Floor Insulation, Wall Radiant Barrier Roof Installation SMART Parking Lot Fixtures SMART Parking Garage Fixtures SMART Wall Pack Fixtures Weather Stripping Central HVAC

Category	Improvement
<p align="center">Heating, Ventilation, Air Conditioning (HVAC)</p>	<p>Air Conditioner, Central w/Zone Control Air Conditioner, Mini-Split Air Conditioner, Packaged Terminal (PTAC) Biomass/Pellet Wood Stove Ceiling Fan Cooling Condensate Reuse Projects Cooling Towers Cooling Tower Controllers Duct Replacement Duct Sealing Energy Efficient Air Purifier (built-in) Energy Efficient Gas Boiler System Evaporative Cooler Fan, Whole House Furnace Heat Pump, Condensing Component Heat Pump, Geothermal HVAC Zoning Control Systems Hydronic Radiant Heating System Ventilator, Heat/Energy Recovery Ventilator Fixture, Exhaust Ventilation Fixture, Attic</p>
Category	Improvement
<p align="center">High-Efficiency Water Heating</p>	<p>Hot Water System Controller Smart Recirculating Hot Water System Water Heater, Storage Water Heater, Tankless</p>
Category	Improvement
<p align="center">High-Efficiency Lighting and Appliances</p>	<p>Energy Efficient Appliances (Affixed to property) High Efficiency Lighting LED Lighting Fixture, Indoor LED Lighting Fixture, Outdoor Lighting Control Systems Refrigeration Case Lighting SMART Project Pathway Lighting Task Ambient Lighting Projects Wireless Lighting Controls</p>

Category	Improvement
High-Efficiency Pool Equipment	Automatic Pool Cover Electric Heat Pump Pool Heater Gas Pool Heater Pool Pump and Motor
Category	Improvement
Indoor Water Efficiency	Deionization Equipment Demand Hot Water Appliance Demand Water Softener/Filter Faucet Aerators High-Efficiency Faucet Fitting High-Efficiency Showerhead High-Efficiency Toilet Fixture Pre-rinse Spray Valves Plumbing System Repair Waterless Urinals
Category	Improvement
Outdoor Water Efficiency	AG Irrigation Pumps and Controls Artificial Turf Drip Irrigation Drought Tolerant Landscaping Gray Water System Hardscape (Must replace turf or irrigated landscaping) High-Efficiency Sprinkler Nozzle High-efficiency Irrigation Pump High-efficiency Irrigation System Industrial Process Water Reuse Projects Rainwater Catchment System Recycled Water Source Projects Septic-to-Sewer Conversion Sewer Lateral Replacement or Repair Weather-Based Irrigation Controller
Category	Improvement
Solar Photovoltaic	Solar PV System
Category	Improvement
Solar Thermal	Solar Pool Heating Solar Water Heating

Category	Improvement
<p>Resilience: Seismic</p>	<p>Lateral Systems, Shear Walls Lateral Systems, Moment Frames Lateral Systems, New Steel Columns Lateral Systems, Column Strengthening Lateral Systems, Frame Strengthening Foundation Strengthening Foundation Connection System Structural Connection System Masonry Reinforcement Emergency Shut-off System Seismic Other Custom Standby Generators</p>
Category	Improvement
<p>Windows, Doors, Skylights</p>	<p>Additional building openings to provide natural light Awning, Exterior Awning, Retractable Exterior Door, Energy Efficient Exterior Glass Doors – French Glass Doors – Sliding Light Tubes Patio Covers Shutter, Exterior Skylights Sunroom Windows Window Film Window & Door Blinds, Interior Window & Door Shutters, Interior</p>
Category	Improvement
<p>Other</p>	<p>Program Administrator reserves the right to approve additional eligible improvements (e.g., wildfire resilience measures).</p>