MISSOURI GREEN BANC | NATIONAL PACE CAPITAL ACCESS

Capital Provider Participation Agreement

Between Missouri Green Banc and the undersigned Capital Provider

Program: National PACE Capital Access (NPCA)

Operator: Missouri Green Banc, Inc. (MGB) — 501(c)(3) nonprofit green bank

Statutory C-PACE Authority: Missouri Clean Energy District (MCED), §67.2800 RSMo

Document ID: NPCA-CPA-001

Version: 2.2 — Open Platform Edition

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About this Agreement

Plain-language note

This is the document that places a capital provider on the NPCA platform. It is written in plain language. It is short on purpose. NPCA is free at the point of use for every participant type — property owners, capital providers, and contractors alike — with no participation fee, service fee, success fee, or transaction-based compensation from anyone to MGB. Every Registered Capital Provider participates on level footing. The Code of Conduct, Lending Criteria Profile, Matchmaking Protocol, Funding Model, and Suspension and Removal Procedures are separate documents referenced below; together they make up the full set of rules. Each capital provider should have its own counsel review this Agreement and the documents it references before signing.

1. Who is signing this Agreement

This Agreement is between:

- Missouri Green Banc, Inc., a Missouri 501(c)(3) nonprofit corporation operating the National PACE Capital Access program ("MGB"); and
- The capital provider identified in the signature block at the end of this Agreement ("Capital Provider" or "you").

2. What this Agreement is — and is not

2.1 What it is

This Agreement governs the Capital Provider's participation on the capital track of the National PACE Capital Access program ("NPCA"), a free open platform operated by MGB to connect qualified capital providers with C-PACE financing opportunities on Missouri commercial, industrial, agricultural, and qualifying nonprofit property. NPCA also operates a contractor track for qualified contractors and a property owner track for Missouri property owners — all three tracks are free at the point of use, governed by parallel documents, and operated in coordination.

2.2 What it is not

- This Agreement is not a loan agreement. MGB does not borrow, lend, pool, or hold capital under this Agreement.
- This Agreement is not a brokerage or placement agreement. MGB charges no participation fee, success fee, commission, referral fee, or transaction-based

compensation from you, from any property owner, or from any contractor participating in NPCA.

- This Agreement is not a guarantee of deal flow, an endorsement of the Capital Provider's products, or a representation that any transaction will close.
- This Agreement does not change anything about how MCED administers C-PACE assessments under §67.2800 RSMo.
- This Agreement is not linked to and does not confer benefits in connection with any contribution to the MGB Founders Program. The Founders Program is a structurally separate philanthropic channel.
- This Agreement does not extend to construction, delivery, or performance of any work at a property. Contractor services are governed by separate agreements between property owners and contractors registered on the contractor track.

3. Documents that are part of this Agreement

The following documents are part of this Agreement by reference. If anything in those documents conflicts with this Agreement, this Agreement controls.

1. The NPCA Program Framework (Document NPCA-PF-001).
2. The Capital Provider Code of Conduct (Document NPCA-CC-001).
3. Your Lending Criteria Profile, as submitted and updated from time to time (Document NPCA-LCP-001).
4. The Matchmaking Protocol (Document NPCA-MM-001).
5. The Suspension and Removal Procedures (Document NPCA-SR-001).
6. The NPCA Funding Model (Document NPCA-FM-001).
7. The Charter Council Charter (Document NPCA-CCC-001), if you accept a Charter Council seat.

4. Your registration status

On execution of this Agreement and successful completion of the registration workflow, you become a Registered Capital Provider. All Registered Capital Providers participate on level footing. There are no tiers above the base, no fee structures, and no purchased benefits.

4.1 What registration includes

- Listing in the surfaced NPCA Directory under your registration category, with your stated criteria visible to property owners and partners.
- Eligibility to receive curated introductions when MGB matches your Lending Criteria Profile to a property owner's project.

- Eligibility to receive structured RFPs when property owners elect a competitive process and the project matches your registered criteria.
- Access to NPCA market intelligence and underwriting briefings published by MGB.
- Opportunity to be considered for Charter Council recognition based on sustained contribution to the program.

4.2 Your registration category

You will be listed in one of the capital-provider registration categories described in the Program Framework. Category is descriptive; no category is preferred, prioritized, or ranked above any other.

4.3 Your engagement status

Each Registered Capital Provider carries an Active or Inactive engagement status reflecting current operational readiness. You will be Active when your Lending Criteria Profile is current (refreshed within the last twelve months) and you have responded to introductions within reasonable timeframes. Inactive status is reversible at any time by refreshing your Profile.

5. Your Lending Criteria Profile

Your Lending Criteria Profile is the basis on which MGB and property owners understand your appetite. Because matching is exclusively criteria-driven, the Profile's accuracy directly determines the volume and quality of deal flow you receive. You agree:

- To submit a complete Profile when you register and to keep it accurate.
- To honor the criteria in your Profile when MGB introduces a project that fits, by responding to the property owner directly and on a timely basis (target: ten business days, even if to decline).
- To update your Profile promptly when your appetite changes materially.
- To refresh your Profile at least once each year.

6. How MGB handles deal flow

MGB connects projects to capital under three service levels chosen by the property owner:

- Directory access — property owners find and contact you directly.
- Curated matchmaking — MGB provides the property owner a list of every Active capital provider whose Profile matches the project, with tie-breakers if the set is large. The property owner decides whom to contact.

- Structured RFP — MGB circulates the project simultaneously to every Active matching provider. There is no first-look interval, no priority sequencing, and no preferential access.

In every service level, all transactions are bilateral between you and the property owner. MGB does not score, rank, or recommend any provider, product, or term sheet.

6.1 The contractor track is separate

The property owner selects a contractor from the contractor track and a capital provider from the capital track through two independent processes. NPCA does not link the two selections and does not condition one on the other. You have no visibility into, or influence over, the property owner's contractor selection, and your capital-track engagement is unaffected by the contractor the property owner ultimately chooses.

7. Information, confidentiality, and data

7.1 What MGB will share with you

- Project information that has been screened for baseline eligibility and matched to your Profile.
- Property owner contact information — only after the property owner has signed the Borrower Consent (Document NPCA-BC-001) for that specific project.

7.2 What you agree to do with that information

- Use it only to evaluate the project and decide whether to make an offer.
- Keep it confidential. Do not disclose, share, or resell it. Do not market unrelated products to the property owner.
- Return or destroy materials at the property owner's request if you do not make an offer or your offer is not accepted.
- Notify MGB and the property owner without delay if there is a security incident affecting the information.

7.3 What MGB may share with others

- Your name, public Profile fields, registration category, and engagement status in the NPCA Directory.
- Anonymized program-level information in NPCA market reports.

8. What you agree about your institution

You confirm, on the date you sign and on a continuing basis, that:

8. Your institution is legally organized and in good standing where it has its principal office.
9. You have authority to lend to, invest in, or fund commercial property assessments in Missouri — directly or through a duly licensed affiliate, servicer, or partner.
10. You have demonstrated familiarity with C-PACE.
11. You will comply with all applicable lending, securities, fair lending, AML, and consumer protection laws.
12. You will tell MGB without delay if any of the above stops being true.

9. What MGB agrees to do

13. Operate NPCA on level footing for every Registered Capital Provider, with no tier structure and no purchased advantages.
14. Apply baseline eligibility screens to projects before introducing them to you.
15. Match projects exclusively against the criteria you have submitted, applying documented tie-breakers from the Matchmaking Protocol where needed.
16. Share property owner contact information only after appropriate consent.
17. Charge no participation fee, success fee, commission, brokerage, referral, or transaction-based compensation — from you or from any other NPCA participant.
18. Maintain the Charter Council as an advisory body with membership earned by sustained service, not by financial contribution.
19. Maintain structural separation between the capital track and the contractor track — property owner selections on the two tracks remain independent, and no NPCA capital-track activity conditions or influences contractor-track selection.

10. No fees — uniform across all three participant types

Participation in NPCA is free at the point of use for every participant type. No participation fee, registration fee, listing fee, renewal fee, success fee, brokerage fee, referral fee, or transaction-based compensation applies under this Agreement or elsewhere in the program.

- You (as Capital Provider) pay MGB nothing to participate, nothing to be matched, and nothing when transactions close.
- Property owners pay MGB nothing to use NPCA on either the capital track or the contractor track.

- Contractors participating on the contractor track pay MGB nothing to participate.

The program is funded by MGB's broader revenue stack as described in the NPCA Funding Model (NPCA-FM-001).

Contributions to the separately-administered MGB Founders Program, where made, are purely philanthropic and confer no commercial advantage in NPCA participation or matching on any track. The two programs are structurally separate.

11. How this Agreement ends

11.1 Term

This Agreement starts when both Parties have signed it and continues until ended under this section.

11.2 Ending it on your own initiative

You may end this Agreement at any time by giving MGB thirty days' written notice. Your surfaced Directory listing will be removed at the end of the notice period.

11.3 Ending it on MGB's initiative

MGB may end this Agreement, or move you to Inactive status, under the Suspension and Removal Procedures (Document NPCA-SR-001).

11.4 What survives the end

The confidentiality obligations in Section 7 and your continuing duties to any property owner already introduced to you survive the end of this Agreement.

12. Liability and the boundaries of MGB's role

MGB is a facilitator, not a counterparty to any transaction between you and a property owner. MGB makes no representation about any property owner, project, sponsor, property, contractor engaged for the project, or transaction beyond confirming that the property owner passed MGB's baseline eligibility screen. You are responsible for your own underwriting, diligence, and decisions. To the extent permitted by law, MGB is not liable to you for the conduct of any property owner, contractor, or third party, the outcome of any transaction, or any indirect or consequential damages.

13. Disputes

If a dispute arises about this Agreement, the Parties agree first to talk — the President of MGB and a designated senior officer of the Capital Provider will meet within thirty days of written notice and try in good faith to resolve it. If that does not resolve the dispute within sixty days, the Parties may pursue available remedies. This Agreement is governed by the laws of the State of Missouri, without regard to its conflict-of-laws rules.

14. General

14.1 No assignment

You may not assign this Agreement without MGB's written consent. MGB may assign this Agreement to a successor entity that takes on the NPCA program.

14.2 No joint venture

Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.

14.3 Changes

MGB may update the referenced documents from time to time. MGB will give Capital Providers at least thirty days' notice of any material change. If you do not want to continue under a material change, you may end this Agreement within that notice period.

14.4 Notices

Written notices to MGB go to communications@missourigreenbanc.org with a copy to 16305 Swingley Ridge Road, Suite 220, Chesterfield, MO 63017. Written notices to the Capital Provider go to the primary NPCA contact identified in your Lending Criteria Profile.

14.5 Entire understanding

This Agreement and the documents it references are the entire understanding between the Parties about your participation on the NPCA capital track.

15. Registration category and signatures

The Capital Provider's registration category (select one):

☐ Specialty C-PACE Lender

☐ Regional or National Bank

☐ Community Bank or Credit Union (Community Bank Resource Program available)

☐ CDFI or Mission Lender

☐ Green Bank or Public-Purpose Entity

☐ Private Credit or Debt Fund

☐ Family Office

☐ Insurance Company General Account

☐ Foundation or PRI Vehicle

Capital Provider — legal name:

____

Missouri Green Banc, Inc.	**Capital Provider**
By:	By:
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Document NPCA-CPA-001. Capital providers should have their own counsel review this Agreement before signing. NPCA is free at the point of use for all three participant types — property owners, capital providers, and contractors — with no participation fee, success fee, brokerage, referral, or transaction-based compensation from any participant.