Syndicate Subscription Legal Plans

PROJECT FINANCE
CORPORATE CLIENT INTAKE QUESTIONNAIRE:

LENDERS FINANCE CONTRACTS, NOT CONCEPTS. Site control, permits, the construction contract, and a creditworthy offtake or revenue arrangement usually must be in place (or clearly achievable) before a non-recourse financing can close. Share project and financial information only after a non-disclosure agreement is in place.

CONFIDENTIAL. This questionnaire scopes a project financing — non-recourse or limited recourse debt and equity for a defined project. It is for sponsors and developers, project companies, lenders and agents, equity and tax equity investors, contractors, offtakers, and public authorities in public-private partnerships. Estimates and ranges are fine. If a question does not apply, write "N/A."

NAME OF THE CLIENT:

Your role:

[__] Sponsor / developer
[__] Project company (SPV)
[__] Lender / administrative agent
[__] Equity or tax equity investor
[__] EPC contractor
[__] Offtaker / purchaser
[__] Public authority (P3)
[__] Placement agent / advisor

[__] Legal Entity Name: ______________________________

Entity type & jurisdiction: ______________________ Year founded: ____________

Contact person & title: ______________________

Syndicate Plan Member ID: ______________________

Address: ______________________________

City: ____________________ State: ____________ Country: ___ Zip: _______

Phone: ____________________ Email: ____________________

PART 1 — THE PROJECT

1.1 Sector:

[__] Power & energy (conventional)
[__] Renewables (solar, wind, storage)
[__] Utilities
[__] Oil & gas
[__] Petrochemicals
[__] Mining & metals
[__] Transportation (highway, rail, air)
[__] Infrastructure
[__] Water & waste treatment
[__] Real estate
[__] Public-private partnership
[__] Sports arena / stadium
[__] Data center / digital infrastructure

1.2 Project name: ______________________ Location: ____________

1.3 Capacity / size / scope: ______________________ Total project cost: $ ____________

1.4 Construction start: ______________ Commercial operation date: Useful life: _______

1.5 Describe the project and its revenue model: ______________________________

____

____

1.6 Current stage:

[__] Development / pre-permit
[__] Permitting
[__] Financing
[__] Construction
[__] Operating
[__] Refinancing or restructuring

PART 2 — FINANCING SOUGHT

2.1 Sources sought:

[__] Construction loan
[__] Term loan / mini-perm
[__] Bank club or syndicated facility
[__] Private placement notes
[__] Taxable bonds
[__] Tax-exempt bonds *
[__] Mezzanine debt
[__] Preferred or common equity
[__] Tax equity / credit transfer
[__] Leveraged or synthetic lease
[__] Export credit / DFC support
[__] Bridge to permanent financing

** For tax-exempt or conduit bond structures, please also complete our Municipal & Public Finance Intake Form. For mezzanine tranches, see our Mezzanine Finance form.*

2.2 Debt sought: $ ____________________ Equity committed: $ ________ ____________

Target close: ____________________

2.3 Lenders / investors engaged (if any): ______________________________

2.4 Credit support contemplated:

[__] Fully non-recourse at completion
[__] Limited recourse to sponsors
[__] Sponsor completion guarantee
[__] Equity contribution agreement
[__] Letters of credit
[__] Parent guarantees
[__] Not yet determined

2.5 Target debt service coverage / leverage: ______________________________

PART 3 — PROJECT CONTRACTS

Contract	Signed	Negotiating	Not Started
EPC / construction contract	[__]	[__]	[__]
Equipment supply & warranties	[__]	[__]	[__]
Operations & maintenance agreement	[__]	[__]	[__]
Offtake agreement (PPA, capacity, tolling, sales)	[__]	[__]	[__]
Fuel or feedstock supply	[__]	[__]	[__]
Interconnection & transmission	[__]	[__]	[__]
Site lease, easements or land purchase	[__]	[__]	[__]
Concession or P3 agreement	[__]	[__]	[__]
Development or management agreement	[__]	[__]	[__]
Insurance program	[__]	[__]	[__]

3.1 Primary offtaker / counterparty & credit rating: ______________________________

Offtake term: ______________________ Pricing mechanism: ________________

3.2 Do the contracts permit assignment to lenders and direct agreements (consents)? [__] Yes [__] No

3.3 Does the EPC include LDs, guarantees, and completion tests? [__] Yes [__] No

PART 4 — SITE, PERMITS & REGULATORY

Item	Obtained	Pending	Not Started
Site control (owned, leased, optioned)	[__]	[__]	[__]
Title report & survey	[__]	[__]	[__]
Zoning & land use approvals	[__]	[__]	[__]
Environmental review (NEPA / state equivalent)	[__]	[__]	[__]
Environmental permits	[__]	[__]	[__]
Construction & building permits	[__]	[__]	[__]
Utility or energy regulatory approvals	[__]	[__]	[__]
Interconnection agreement & queue position	[__]	[__]	[__]
Water rights or resource entitlements	[__]	[__]	[__]
Local agreements (tax abatement, community benefits)	[__]	[__]	[__]

4.1 Known environmental, species, or cultural resource issues? [__] Yes [__] No

If yes, explain: ____

____

4.2 Is any government approval, subsidy, or incentive essential to the economics? [__] Yes [__] No

PART 5 — SECURITY, STRUCTURE & RISK ALLOCATION

5.1 Security package:

[__] Mortgage / deed of trust on the site [__] Security interest in project assets & contracts

[__] Pledge of project company equity
[__] Assignment of accounts & revenues
[__] Direct agreements with key counterparties
[__] Escrow / waterfall accounts

5.2 Key risks to allocate:

[__] Completion risk
[__] Technology & performance risk
[__] Resource or supply risk
[__] Offtake & market risk
[__] Operating cost risk
[__] Change in law
[__] Force majeure
[__] Currency & political risk

5.3 Is an independent engineer, market consultant, or insurance advisor engaged? [__] Yes [__] No

5.4 Is a financial model with a base case and sensitivities available? [__] Yes [__] No

5.5 Are there existing liens, leases, or agreements affecting the site or assets? [__] Yes [__] No

If yes, explain: ____

____

PART 6 — TAX, OWNERSHIP & CROSS-BORDER

6.1 Tax structure items:

[__] Investment or production tax credits
[__] Credit transfer or sale
[__] Partnership flip or lease pass-through
[__] Depreciation planning
[__] Tax-exempt financing considerations
[__] State or local incentives
[__] None

6.2 Project company ownership (sponsors and percentages): ____________________

6.3 Are there joint venture partners or a development agreement among sponsors? [__] Yes [__] No

6.4 Is any part of the project or financing outside the U.S.? [__] Yes [__] No

Jurisdictions & local counsel: ____________________________

PART 7 — RESTRUCTURING & WORKOUTS

7.1 Is this a restructuring, workout, or refinancing of an existing project financing? [__] Yes [__] No

7.2 Issues driving the restructuring:

[__] Construction delay or cost overrun
[__] Contractor default or insolvency
[__] Offtaker default
[__] Covenant or payment default
[__] Permit or regulatory problem
[__] Force majeure event
[__] Not applicable

7.3 Current lenders & outstanding debt: $ ____________________________

PART 8 — DOCUMENTS & CERTIFICATION

8.1 Is a non-disclosure agreement required before documents are shared? [__] Yes [__] No

Please provide the following, if applicable. Check each item available.

[__] Project summary / information memorandum
[__] Financial model

[__] Term sheets from lenders or investors

[__] EPC & O&M contracts

[__] Offtake & supply agreements

[__] Site control documents & title report

[__] Permits & regulatory approvals

[__] Environmental & technical reports

[__] Project company formation documents & JV agreements

[__] Existing loan & security documents

Certification:

I declare that the information provided in this questionnaire is true, correct, and complete to the best of my knowledge, and that I am authorized to provide it on behalf of the entity named above. I understand this information is provided to Syndicate Subscription Legal Plans in confidence for the purpose of evaluating and scoping this project financing.

Signed and dated this ____ day of ______________________, 20___

Signature: ____

Print Name: ____________________________

Title: ____________________________

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