

** MEETING NOTICE AND AGENDA **

A meeting of the Board of Wisconsin PACE Commission – a Joint Exercise of Powers commission, shall be held on **Thursday, November 10, 2022 at 11:00AM** via Zoom web/ teleconference, to consider matters according to the following agenda:

Join Zoom Meeting https://us02web.zoom.us/j/87816392886

Call In Number: (312)626-6799

Meeting ID: 878 1639 2886

One tap mobile +13126266799,,87816392886#

1. Call to Order

2. Roll Call

3. Approval of the Minutes

- 4. APPROVAL OF RESOLUTION 22-21 IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$4,000,000.00 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS "1060 CENTERPOINT DRIVE", STEVENS POINT, LOCATED IN PORTAGE COUNTY, WISCONSIN FOR NORTH SIDE YARD CONDO 1, LLC AND CERTAIN OTHER MATTERS RELATING THERETO
- 5. APPROVAL OF RESOLUTION 22-22 IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$3,700,000.00 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS "1020 CENTERPOINT DRIVE", STEVENS POINT, LOCATED IN PORTAGE COUNTY, WISCONSIN FOR NORTH SIDE YARD CONDO 2, LLC AND CERTAIN OTHER MATTERS RELATING THERETO
- 6. APPROVAL OF RESOLUTION 22-23 IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$2,000,000.00 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS "100 N FARWELL STREET", EAU CLAIRE, LOCATED IN EAU CLAIRE COUNTY, WISCONSIN FOR 100 N. FARWELL, LLC AND CERTAIN OTHER MATTERS RELATING THERETO

- 7. Closed Loan and Impact Reports
- 8. Next Meeting Date: Thursday, December 8th at 11:00AM via Zoom Link provided in calendar invite and in next agenda.
- 9. Adjourn

RESOLUTION NO. 22-21

PACE WISCONSIN

A RESOLUTION IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$4,000,000.00 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS "1060 CENTERPOINT DRIVE" LOCATED IN PORTAGE COUNTY, WISCONSIN FOR NORTH SIDE YARD CONDO 1, LLC AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, pursuant to the provisions of Section 66.0301 of the Wisconsin Statutes as in effect on the date hereof, commonly known as the "Joint Exercise of Powers Law" (the "Act"), two or more municipalities may by contract create a commission for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, PACE Wisconsin (together with its successors and assigns, the "Commission"), was organized as a commission under and pursuant to the Act and exists by virtue of that certain JOINT EXERCISE OF POWERS AGREEMENT RELATING TO WISCONSIN PACE COMMISSION dated on or about July 5, 2016, as amended by that certain Amendment No. 1 (the "JPA"). by and among the various "Members" (as defined in the JPA) of the Commission, to wit: (i) Eau Claire County, Wisconsin and Dunn County, Wisconsin, executing the JPA as initial members of the Commission; and (ii) the several Counties in the State of Wisconsin (including PORTAGE County) that have executed the JPA and become members of the Commission subsequent to the date of the JPA (which Counties, together with any other political subdivision of the State of Wisconsin that may from time to time be designated as a "Member" of the Commission pursuant to the JPA, shall be referred to herein collectively as the "Member Jurisdictions"); and

WHEREAS, the Commission was formed for the purpose of developing and facilitating a program for the financing of making or installing energy efficiency improvements, water efficiency improvements, or renewable resource applications to commercial real properties located within the Member jurisdictions pursuant to Section 66.0627(8) of the Wisconsin Statutes (as in effect on the date hereof, the "PACE Statute"); and

WHEREAS, **NORTH SIDE YARD CONDO 1, LLC**, a Delaware limited liability corporation (the "Borrower(s)") owns or is/are acquiring a parcel of commercial real property and improvements (the "Property," a legal description containing the parcel identification number of which is attached to these Resolutions as <u>EXHIBIT A</u>) located at **1060 CENTERPOINT DRIVE"** in the City of **STEVENS POINT** in **PORTAGE County**, Wisconsin (the "Project <u>Jurisdiction</u>") and wishes/wish to finance the acquisition, construction, equipping and/or improvement of a clean energy installation described in EXHIBIT B (the "Project"), and **Petros PACE Finance**, **LLC** (including its successors and assignees, the "Lender") has agreed to provide such financing in an amount not to exceed \$4,000,000.00 (the "PACE Loan") and is requesting the assistance of the Commission in financing the Project; and

WHEREAS, the Commission is authorized and empowered under the Act and the PACE Statute, and by the Joint Exercise Agreement to, among other things, impose a special charge against affected properties to provide for the repayment of loans (including the PACE Loan); and

WHEREAS, pursuant to a Financing Agreement among the Borrower(s), the Lender and the Commission (the "Financing Agreement"), the Lender will agree, among other things, to make the PACE Loan, the Borrower will agree, among other things, to apply the proceeds of the PACE Loan to pay the costs of the Project and to repay the PACE Loan as provided therein , and the Commission will agree, among other things, to impose a special charge against the Project in the amount of the PACE Loan, but not to exceed the \$4,000,000.00 hereinabove stated; and

WHEREAS, the JPA and the By-Laws of the Commission require, among other things, that the imposition of a special charge by the Commission must be approved at a meeting of the Board of Directors (the "Board"), at which (i) eleven (11) Directors (as defined in the JPA) are present to constitute a quorum, and (ii) (A) a majority of the Directors present and (B) the Representative Director of the affected Project Jurisdiction vote in the affirmative to impose such special charge (the "Special Voting Requirements"); and

WHEREAS, the Board has been informed that those persons holding a mortgage or lien upon or security interest in all or any portion of the Property have consented or agreed to consent to the imposition of the special charge (the "Mortgagor Consent(s)"), and the Commission has been or expects to be furnished with satisfactory evidence of such Mortgagor Consent(s); and

WHEREAS, the Board has heretofore approved a form of Financing Agreement to be used in connection with transactions of the kind and nature contemplated by these Resolutions (the "Standard Form");

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Commission, as follows:

Section 1. The Board hereby finds and declares that the imposition of the special charge against the Property is authorized by the PACE Statute and will further the purposes of the PACE Statute and the purposes for which the Commission is organized, and further finds and determines that the Special Voting Requirements have been satisfied.

Section 2. Pursuant to the PACE Statute and the JPA, there is hereby imposed a special charge in the amount of \$4,000,000.00 against the Property (the "Special Charge"). The Special Charge shall be collected in installments as authorized by the PACE Statute in accordance with the Financing Agreement.

Section 3. The execution and delivery of the Financing Agreement by the Commission is hereby approved. The Financing Agreement and shall be executed on behalf of the Commission by one or more of the Chair, the Vice Chair, the Treasurer, or the Secretary (such officers and directors being referred to herein individually as an "<u>Authorized Signatory</u>" and collectively as the "<u>Authorized Signatories</u>"). Any Authorized Signatory is hereby authorized and directed, for and on behalf of the Commission, to execute and deliver the Financing Agreement in substantially the Standard Form, with such changes and insertions therein as such Authorized Signatory, with the advice of counsel to the Commission, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The facsimile, electronic or digital signature of any Authorized Signatory shall be deemed to be the legal equivalent of a manual signature on specified documents or on all documents and valid and binding for all purposes. If any Authorized Signatory whose signature, countersignature or attestation appears on the Financing Agreement related document ceases to be an officer or director before delivery of the Financing Agreement, his or her signature, countersignature or attestation appearing on the Financing Agreement and any related document (regardless of whether any such related document is specifically identified in the within Resolutions) is valid and sufficient for all purposes to the same extent as if he or she had remained in office until delivery of the Financing Agreement.

Section 5. The appropriate officers and agents of the Commission, including each Authorized Signatory, are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Commission, to execute and deliver any and all documents, certifications and instruments, if any, in connection with the transactions contemplated hereby, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Commission has approved in these Resolutions and to consummate by the Commission the transactions contemplated by the documents approved hereby, including any subsequent amendments, waivers or consents entered into or given in accordance with such documents. It is not necessary that the Financing Agreement and various

documents authorized hereby or otherwise relating to the financing contemplated hereby all be

signed by the same Authorized Signatory.

Section 6. All actions heretofore taken by the Chair, the Vice Chair, the Treasurer, or the

Secretary, or any other appropriate officers and agents of the Commission with respect to the

matters contemplated by these Resolutions are hereby ratified, confirmed and approved.

Section 7. These Resolutions shall take effect from and after their adoption; provided, that the

special charge authorized hereby shall not be effective and the Authorized Signatory is not authorized to deliver documents on behalf of the Commission in relation to the Project unless and

until the Commission has been furnished with satisfactory evidence of Mortgagor Consents as

hereinabove recited.

Passed and adopted this 10^{TH} day of November 2022.

PACE WISCONSIN

Name: Jim Braughler

Title: Secretary

SECRETARY'S CERTIFICATION AS TO SPECIAL VOTING REQUIREMENTS

The table below reflects a true and accurate accounting of the quorum and voting with respect to the Resolutions to which this Certificate is attached.

PACE WISCONSIN

Name: Jim Braughler			
Title: Secretary			
		Sufficient Quorum	☐ YES ☐ NO
Number of Directors	Number of Directors Present		
_			
		Sufficient Quorum	☐YES ☐ NO
Number of Representative Directors	Number of Representative Directors Present		
Vote by Directors			A D.C. D. I.
	AYE	$\overline{\text{NAY}}$	ABSTAIN
Vote by Representative			
Directors	AYE	$\overline{\text{NAY}}$	ABSTAIN
Project Jurisdiction		PORTAG	E County
D	Anning Train dinding		
Representative Director of P	roject jurisdiction	(nar	me)
Vote by Representative			
Director of Project Jurisdiction	AYE	$\overline{\text{NAY}}$	ABSTAIN

Exhibit A

Legal Description

UNIT 1 NORTH SIDE YARD CONDO & UNDIV 37% INT COM ELMTS; SUBJ DECL 868961,891901; SUBJ REST-573677 1.370A 870295; 891899AOC

281-24-0832200306

EXHIBIT B

PACE Project Summary



Property Owner

Address City

County
Tax ID
Property Type
Property Size
PACE Lender

Financing Type
High Performance Building

North Side Yard Condo 1, LLC 1060 Centerpoint Drive

Portage County 281-24-0832200306 Mixed Use 75,000 Petros PACE Finance, LI

Retroactive Financing
No



PACE Project Direct Costs
Program Fee
Commission Fee
Commission Legal Fee
Other Program Expenses
Other Soft Costs

PACE Financing Amount Interest Rate Loan Term

Mortgage Balance + PACE Loan - to- Value

Primary Contractor(s)
Project Developer/Energy Auditor

Summary of Improvements
Projected Avg. Annual Cost Savings
Savings Percentage Above WI Energy Code
Completion Date
Jobs Created By Project
Projected Environmental Benefits

\$3,000,000
\$37,875
\$4,000
\$2,500
\$455,117
\$500,508

\$4,000,000
7.50%
25 Years

\$10,000,000
PASS

N/A Retoractive Financing
Bernhard TME

Roof, walls, windowsLE	D FixturesLow flow
	\$100,235
	19%
	1st Quarter 2022
	60
353,4	160 kBTUs per year

Status of Documentation



Property Owner	North Side Yard Condo 1,
	LLC
Address	1060 Centerpoint Drive
	Stevens point, WI 54481
County	Portage County
Pre-Closing Document Checklist	
Corporation Report	PASS
County Assessor Property Report	PASS
Final Application	PASS
Construction/Installation Contract (unsigned)	N/A
Energy Assessment	PASS
Completion Docs. (Retroactive)	PASS
Property Valuation	PASS
Capital Provider Offer to Fund	PASS
Mortgage Loan Documentation	PASS
Administrator's Preliminary Approval	PASS
PACE Commission Director's Approval	Conditional
Closing Document Checklist	
Construction Contract(s) - Executed	Condition - Closing
Title Report	Condition - Closing
Mortgage Lender Consent	Condition - Closing
Property Insurance	Condition - Closing
Verify on the Phone that Routing Numer is Correct	Condition - Closing
Executed PACE Special Charge & Financing Agrmt	Condition - Closing
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RESOLUTION NO. 22-22

PACE WISCONSIN

A RESOLUTION IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$3,700,000.00 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS "1020 CENTERPOINT DRIVE" LOCATED IN PORTAGE COUNTY, WISCONSIN FOR NORTH SIDE YARD CONDO 2, LLC AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, pursuant to the provisions of Section 66.0301 of the Wisconsin Statutes as in effect on the date hereof, commonly known as the "Joint Exercise of Powers Law" (the "Act"), two or more municipalities may by contract create a commission for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, PACE Wisconsin (together with its successors and assigns, the "Commission"), was organized as a commission under and pursuant to the Act and exists by virtue of that certain JOINT EXERCISE OF POWERS AGREEMENT RELATING TO WISCONSIN PACE COMMISSION dated on or about July 5, 2016, as amended by that certain Amendment No. 1 (the "JPA"). by and among the various "Members" (as defined in the JPA) of the Commission, to wit: (i) Eau Claire County, Wisconsin and Dunn County, Wisconsin, executing the JPA as initial members of the Commission; and (ii) the several Counties in the State of Wisconsin (including PORTAGE County) that have executed the JPA and become members of the Commission subsequent to the date of the JPA (which Counties, together with any other political subdivision of the State of Wisconsin that may from time to time be designated as a "Member" of the Commission pursuant to the JPA, shall be referred to herein collectively as the "Member Jurisdictions"); and

WHEREAS, the Commission was formed for the purpose of developing and facilitating a program for the financing of making or installing energy efficiency improvements, water efficiency improvements, or renewable resource applications to commercial real properties located within the Member jurisdictions pursuant to Section 66.0627(8) of the Wisconsin Statutes (as in effect on the date hereof, the "PACE Statute"); and

WHEREAS, **NORTH SIDE YARD CONDO 2, LLC**, a Delaware limited liability corporation (the "Borrower(s)") owns or is/are acquiring a parcel of commercial real property and improvements (the "Property," a legal description containing the parcel identification number of which is attached to these Resolutions as EXHIBIT A) located at **1020 CENTERPOINT DRIVE** in the City of **STEVENS POINT** in **PORTAGE County**, Wisconsin (the "Project Jurisdiction") and wishes/wish to finance the acquisition, construction, equipping and/or improvement of a clean energy installation described in EXHIBIT B (the "Project"), and **Petros PACE Finance**, **LLC** (including its successors and assignees, the "Lender") has agreed to provide such financing in an amount not to exceed \$3,700,000.00 (the "PACE Loan") and is requesting the assistance of the Commission in financing the Project; and

WHEREAS, the Commission is authorized and empowered under the Act and the PACE Statute, and by the Joint Exercise Agreement to, among other things, impose a special charge against affected properties to provide for the repayment of loans (including the PACE Loan); and

WHEREAS, pursuant to a Financing Agreement among the Borrower(s), the Lender and the Commission (the "Financing Agreement"), the Lender will agree, among other things, to make the PACE Loan, the Borrower will agree, among other things, to apply the proceeds of the PACE Loan to pay the costs of the Project and to repay the PACE Loan as provided therein, and the Commission will agree, among other things, to impose a special charge against the Project in the amount of the PACE Loan, but not to exceed the \$3,700,000.00 hereinabove stated; and

WHEREAS, the JPA and the By-Laws of the Commission require, among other things, that the imposition of a special charge by the Commission must be approved at a meeting of the Board of Directors (the "Board"), at which (i) eleven (11) Directors (as defined in the JPA) are present to constitute a quorum, and (ii) (A) a majority of the Directors present and (B) the Representative Director of the affected Project Jurisdiction vote in the affirmative to impose such special charge (the "Special Voting Requirements"); and

WHEREAS, the Board has been informed that those persons holding a mortgage or lien upon or security interest in all or any portion of the Property have consented or agreed to consent to the imposition of the special charge (the "Mortgagor Consent(s)"), and the Commission has been or expects to be furnished with satisfactory evidence of such Mortgagor Consent(s); and

WHEREAS, the Board has heretofore approved a form of Financing Agreement to be used in connection with transactions of the kind and nature contemplated by these Resolutions (the "Standard Form");

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Commission, as follows:

Section 1. The Board hereby finds and declares that the imposition of the special charge against the Property is authorized by the PACE Statute and will further the purposes of the PACE Statute and the purposes for which the Commission is organized, and further finds and determines that the Special Voting Requirements have been satisfied.

Section 2. Pursuant to the PACE Statute and the JPA, there is hereby imposed a special charge in the amount of \$3,700,000.00 against the Property (the "Special Charge"). The Special Charge shall be collected in installments as authorized by the PACE Statute in accordance with the Financing Agreement.

Section 3. The execution and delivery of the Financing Agreement by the Commission is hereby approved. The Financing Agreement and shall be executed on behalf of the Commission by one or more of the Chair, the Vice Chair, the Treasurer, or the Secretary (such officers and directors being referred to herein individually as an "<u>Authorized Signatory</u>" and collectively as the "<u>Authorized Signatories</u>"). Any Authorized Signatory is hereby authorized and directed, for and on behalf of the Commission, to execute and deliver the Financing Agreement in substantially the Standard Form, with such changes and insertions therein as such Authorized Signatory, with the advice of counsel to the Commission, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

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Section 5. The appropriate officers and agents of the Commission, including each Authorized Signatory, are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Commission, to execute and deliver any and all documents, certifications and instruments, if any, in connection with the transactions contemplated hereby, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Commission has approved in these Resolutions and to consummate by the Commission the transactions contemplated by the documents approved hereby, including any subsequent amendments, waivers or consents entered into or given in accordance with such documents. It is not necessary that the Financing Agreement and various

documents authorized hereby or otherwise relating to the financing contemplated hereby all be

signed by the same Authorized Signatory.

Section 6. All actions heretofore taken by the Chair, the Vice Chair, the Treasurer, or the

Secretary, or any other appropriate officers and agents of the Commission with respect to the

matters contemplated by these Resolutions are hereby ratified, confirmed and approved.

Section 7. These Resolutions shall take effect from and after their adoption; provided, that the

special charge authorized hereby shall not be effective and the Authorized Signatory is not authorized to deliver documents on behalf of the Commission in relation to the Project unless and

until the Commission has been furnished with satisfactory evidence of Mortgagor Consents as

hereinabove recited.

Passed and adopted this 10^{TH} day of November 2022.

PACE WISCONSIN

Name: Jim Braughler

Title: Secretary

SECRETARY'S CERTIFICATION AS TO SPECIAL VOTING REQUIREMENTS

The table below reflects a true and accurate accounting of the quorum and voting with respect to the Resolutions to which this Certificate is attached.

PACE WISCONSIN

Name: Jim Braughler			
Title: Secretary			
		Sufficient Quorum	☐ YES ☐ NO
Number of Directors	Number of Directors Present		
_			
		Sufficient Quorum	☐YES ☐ NO
Number of Representative Directors	Number of Representative Directors Present		
Vote by Directors			A D.C. D. I.
	AYE	$\overline{\text{NAY}}$	ABSTAIN
Vote by Representative			
Directors	AYE	$\overline{\text{NAY}}$	ABSTAIN
Project Jurisdiction		PORTAG	E County
D	Anning Train dinding		
Representative Director of P	roject jurisdiction	(nar	me)
Vote by Representative			
Director of Project Jurisdiction	AYE	$\overline{\text{NAY}}$	ABSTAIN

Exhibit A

Legal Description

UNIT 2 NORTH SIDE YARD CONDO & UNDIV 37%INT COM ELMTS; SUBJ DECL 868961,891901 SUBJ REST-573677 .961A 870294;891900AOC

281-24-0832200307

EXHIBIT B

PACE Project Summary



\$3,000,000

\$35,175 \$3,700

\$2,500

\$158,117

\$500,508

\$3,700,000 7.50%

25 Years

PASS

Property Owner

Address City

North Side Yard Condo 2, LLC 1020 Centerpoint Drive

County Tax ID

Property Type Property Size

PACE Lender

Mixed Use 75,000 Petros PACE Finance, Ll

Financing Type

High Performance Building

Retroactive Financing 20% Code



PACE Project Direct Costs

Program Fee

Commission Fee

Commission Legal Fee

Other Program Expenses

Other Soft Costs

PACE Financing Amount

Interest Rate

Loan Term

Mortgage Balance Total \$10,000,000 Mortgage Balance + PACE Loan to-Value

Primary Contractor(s)

Project Developer/Energy Auditor

N/A Retroactive Financing Bernhard TME

Summary of Improvements

Projected Avg. Annual Cost Savings Savings Percentage Above WI Energy Code Completion Date Jobs Created By Project Projected Environmental Benefits

Roof, walls, windows, doorsLED FixturesToilets, faucets, showerheadsHVAC

\$128,558 20% 2nd Quarter 2022 283,651 kBTUs per year

Status of Documentation



	North Side Yard Condo 2,
Property Owner	LLC
Address	1020 Centerpoint Drive
	Stevens point, WI 54481
County	Portage County
Pre-Closing Document Checklist	
Corporation Report	PASS
County Assessor Property Report	PASS
Final Application	PASS
Construction/Installation Contract (unsigned)	N/A
Energy Assessment	PASS
Completion Docs. (Retroactive)	PASS
Property Valuation	PASS
Capital Provider Offer to Fund	PASS
Mortgage Loan Documentation	PASS
Administrator's Preliminary Approval	PASS
PACE Commission Director's Approval	Conditional
Closing Document Checklist	
Construction Contract(s) - Executed	Condition - Closing
Title Report	Condition - Closing
Mortgage Lender Consent	Condition - Closing
Property Insurance	Condition - Closing
Executed PACE Special Charge & Financing Agrmt	Condition - Closing

RESOLUTION NO. 22-23

PACE WISCONSIN

A RESOLUTION IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$2,000,000.00 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS "100 NORTH FARWELL STREET" LOCATED IN EAU CLAIRE COUNTY, WISCONSIN FOR 100 N FARWELL, LLC AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, pursuant to the provisions of Section 66.0301 of the Wisconsin Statutes as in effect on the date hereof, commonly known as the "Joint Exercise of Powers Law" (the "Act"), two or more municipalities may by contract create a commission for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, PACE Wisconsin (together with its successors and assigns, the "Commission"), was organized as a commission under and pursuant to the Act and exists by virtue of that certain JOINT EXERCISE OF POWERS AGREEMENT RELATING TO WISCONSIN PACE COMMISSION dated on or about July 5, 2016, as amended by that certain Amendment No. 1 (the "JPA"). by and among the various "Members" (as defined in the JPA) of the Commission, to wit: (i) Eau Claire County, Wisconsin and Dunn County, Wisconsin, executing the JPA as initial members of the Commission; and (ii) the several Counties in the State of Wisconsin (including EAU CLAIRE County) that have executed the JPA and become members of the Commission subsequent to the date of the JPA (which Counties, together with any other political subdivision of the State of Wisconsin that may from time to time be designated as a "Member" of the Commission pursuant to the JPA, shall be referred to herein collectively as the "Member Jurisdictions"); and

WHEREAS, the Commission was formed for the purpose of developing and facilitating a program for the financing of making or installing energy efficiency improvements, water efficiency improvements, or renewable resource applications to commercial real properties located within the Member jurisdictions pursuant to Section 66.0627(8) of the Wisconsin Statutes (as in effect on the date hereof, the "PACE Statute"); and

WHEREAS, 100 N FARWELL, LLC, a Delaware limited liability corporation (the "Borrower(s)") owns or is/are acquiring a parcel of commercial real property and improvements (the "Property," a legal description containing the parcel identification number of which is attached to these Resolutions as EXHIBIT A) located at 100 N FARWELL STREET in the City of EAU CLAIRE in EAU CLAIRE County, Wisconsin (the "Project Jurisdiction") and wishes/wish to finance the acquisition, construction, equipping and/or improvement of a clean energy installation described in EXHIBIT B (the "Project"), and Petros PACE Finance, LLC (including its successors and assignees, the "Lender") has agreed to provide such financing in an amount not to exceed \$2,000,000.00 (the "PACE Loan") and is requesting the assistance of the Commission in financing the Project; and

WHEREAS, the Commission is authorized and empowered under the Act and the PACE Statute, and by the Joint Exercise Agreement to, among other things, impose a special charge against affected properties to provide for the repayment of loans (including the PACE Loan); and

WHEREAS, pursuant to a Financing Agreement among the Borrower(s), the Lender and the Commission (the "Financing Agreement"), the Lender will agree, among other things, to make the PACE Loan, the Borrower will agree, among other things, to apply the proceeds of the PACE Loan to pay the costs of the Project and to repay the PACE Loan as provided therein, and the Commission will agree, among other things, to impose a special charge against the Project in the amount of the PACE Loan, but not to exceed the \$2,000,000.00 hereinabove stated; and

WHEREAS, the JPA and the By-Laws of the Commission require, among other things, that the imposition of a special charge by the Commission must be approved at a meeting of the Board of Directors (the "Board"), at which (i) eleven (11) Directors (as defined in the JPA) are present to constitute a quorum, and (ii) (A) a majority of the Directors present and (B) the Representative Director of the affected Project Jurisdiction vote in the affirmative to impose such special charge (the "Special Voting Requirements"); and

WHEREAS, the Board has been informed that those persons holding a mortgage or lien upon or security interest in all or any portion of the Property have consented or agreed to consent to the imposition of the special charge (the "Mortgagor Consent(s)"), and the Commission has been or expects to be furnished with satisfactory evidence of such Mortgagor Consent(s); and

WHEREAS, the Board has heretofore approved a form of Financing Agreement to be used in connection with transactions of the kind and nature contemplated by these Resolutions (the "Standard Form");

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Commission, as follows:

Section 1. The Board hereby finds and declares that the imposition of the special charge against the Property is authorized by the PACE Statute and will further the purposes of the PACE Statute and the purposes for which the Commission is organized, and further finds and determines that the Special Voting Requirements have been satisfied.

Section 2. Pursuant to the PACE Statute and the JPA, there is hereby imposed a special charge in the amount of \$2,000,000.00 against the Property (the "Special Charge"). The Special Charge shall be collected in installments as authorized by the PACE Statute in accordance with the Financing Agreement.

Section 3. The execution and delivery of the Financing Agreement by the Commission is hereby approved. The Financing Agreement and shall be executed on behalf of the Commission by one or more of the Chair, the Vice Chair, the Treasurer, or the Secretary (such officers and directors being referred to herein individually as an "<u>Authorized Signatory</u>" and collectively as the "<u>Authorized Signatories</u>"). Any Authorized Signatory is hereby authorized and directed, for and on behalf of the Commission, to execute and deliver the Financing Agreement in substantially the Standard Form, with such changes and insertions therein as such Authorized Signatory, with the advice of counsel to the Commission, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The facsimile, electronic or digital signature of any Authorized Signatory shall be deemed to be the legal equivalent of a manual signature on specified documents or on all documents and valid and binding for all purposes. If any Authorized Signatory whose signature, countersignature or attestation appears on the Financing Agreement related document ceases to be an officer or director before delivery of the Financing Agreement, his or her signature, countersignature or attestation appearing on the Financing Agreement and any related document (regardless of whether any such related document is specifically identified in the within Resolutions) is valid and sufficient for all purposes to the same extent as if he or she had remained in office until delivery of the Financing Agreement.

Section 5. The appropriate officers and agents of the Commission, including each Authorized Signatory, are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Commission, to execute and deliver any and all documents, certifications and instruments, if any, in connection with the transactions contemplated hereby, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Commission has approved in these Resolutions and to consummate by the Commission the transactions contemplated by the documents approved hereby, including any subsequent amendments, waivers or consents entered into or given in accordance with such documents. It is not necessary that the Financing Agreement and various

documents authorized hereby or otherwise relating to the financing contemplated hereby all be

signed by the same Authorized Signatory.

Section 6. All actions heretofore taken by the Chair, the Vice Chair, the Treasurer, or the

Secretary, or any other appropriate officers and agents of the Commission with respect to the

matters contemplated by these Resolutions are hereby ratified, confirmed and approved.

Section 7. These Resolutions shall take effect from and after their adoption; provided, that the

special charge authorized hereby shall not be effective and the Authorized Signatory is not authorized to deliver documents on behalf of the Commission in relation to the Project unless and

until the Commission has been furnished with satisfactory evidence of Mortgagor Consents as

hereinabove recited.

Passed and adopted this 10^{TH} day of November 2022.

PACE WISCONSIN

Name: Jim Braughler

Title: Secretary

SECRETARY'S CERTIFICATION AS TO SPECIAL VOTING REQUIREMENTS

The table below reflects a true and accurate accounting of the quorum and voting with respect to the Resolutions to which this Certificate is attached.

PACE WISCONSIN

Name: Jim Braughler			
Title: Secretary			
Number of Directors	Number of Directors Present	Sufficient Quorum	□YES □NO
Number of Representative Directors	Number of Representative Directors Present	Sufficient Quorum	☐ YES ☐ NO
Vote by Directors	AYE	NAY	ABSTAIN
Vote by Representative Directors	AYE	NAY	ABSTAIN
Project Jurisdiction		EAU CLAI	RE County
Representative Director of	Project Jurisdiction	(nar	ne)
Vote by Representative Director of Project Jurisdiction	AYE	NAY	ABSTAIN

Exhibit A

Legal Description

LOT 1 CSM 3514 REC V 20 P 10 DOC 1181995 LOC IN BLK 1 EC LMBR CO 10TH ADD & PRT VAC RAILROAD ST IN GOV LOT 7 SEC 20-27-9 TID 8

Municipality:221-CITY OF EAU CLAIRE Property Address:100 N FARWELL ST Parcel ID: 1822122709200079011

EXHIBIT B

PACE Project Summary



Property Owner Address City 100 N. Farwell, LLC 100 N. Farwell Eau claire, WI 54703

County

Eau Claire County

Tax ID

18221-2-270920-007-9011

Property Type Property Size PACE Lender Mixed Use 89,463 Petros PACE Finance, LLC

Financing Type
High Performance Building

Retroactive Financing
No



PACE Project Direct Costs
Program Fee
Commission Fee
Commission Legal Fee
Other Program Expenses
Other Soft Costs

PACE Financing Amount Interest Rate Loan Term

Mortgage Balance Total Mortgage Balance + PACE Loan to- Value

Primary Contractor(s)
Project Developer/Energy Auditor

Summary of Improvements

Projected Avg. Annual Cost Savings
Savings Percentage Above WI Energy Code
Completion Date
Jobs Created By Project
Projected Environmental Benefits

\$5,370,676
\$20,375
\$2,000
\$2,000
\$0
\$0

\$2,000,000
7.50%
25 Years

\$13,500,000
PASS

N/A Retroactive Financing
Bernhard TME

Walls, windows, skylightsLED FixturesToilets, faucets, showerheadsHeat pumpsSoft costs for all measures

pumpsSoft costs for all measures
\$105,005
33%
3rd Quarter 2022
30
744,038 kBTUs per year

Status of Documentation

Executed PACE Special Charge & Financing Agrmt



Condition - Closing

100 N. Farwell, LLC
100 N. Farwell
Eau claire, WI 54703
Eau Claire County
PASS
PASS
PASS
N/A
PASS
Condition - Closing
PASS
PASS
PASS
PASS
Conditional
Contactional
Condition - Closing
Condition - Closing

PACE WI Closed Loan Report 11/4/2022

PACE WI Closed Loan Report 11/2/2022

			DAGE Electrical			D	DACE Down			A A	M1611
Data Classic	C(7')	Dur's at Name	PACE Financing	-	DAGE Coulted Duradiday	Property	PACE Program	Malan of Daniel	ECDID D'.	Avg Annual	
Date Closed	County (Zip)	Project Name	Amount	Term	PACE Capital Provider	Туре	Fees	Value of Property		Savings (\$)	Repor
10/31/2022	Dane County	Peloton Residences	\$1,000,000.00	30	One Community Bank	Mixed Use	\$12,500.00		MROW 09/15/20	\$65,094	Retro F
9/16/2022	Dane County	Middleton Center 3	\$2,400,000.00	30	Nuveen Green Capital	Mixed Use	\$28,375.00	- : : :	MROW 09/15/20	\$62,897	Retro F
8/15/2022	Marathon County	Mosinee Hotel	\$1,782,000.00	25	Northern State Bank	Hospitality	\$22,195.00		MROW 09/15/20	\$15,060	Pending
8/7/2022	Dane County	Paoli Seven Acre Dairy	\$3,026,996.00	25	Nuveen Green Capital	Hospitality	\$34,644.96		MROE 09/15/202	\$37,403	Pending
7/28/2022	Milwaukee County	Oak Creek Hotel (OCB)	\$1,217,685.00	25	One Community Bank	Hospitality	\$15,221.06		RFCW 09/15/202	\$13,729	Received
8/1/2022	Forest County	Nicolet Hardwood	\$1,500,000.00	20	German American State Bar		\$18,750.00		MROE 09/15/202	\$421,634	Pending
7/18/2022	Brown County	The Common Place	\$4,657,810.19	25	Petros PACE Finance, LLC	Multifamily	\$50,953.10	\$21,000,000.00	MROE 09/15/202	\$53,283	Pending
6/14/2022	Winnebago County	Woodstock Village Oshkosh	\$1,000,000.00	25	One Community Bank	Multifamily	\$12,500.00	\$12,430,000.00	MROE 09/15/202	\$56,654	n/a
6/1/2022	Milwaukee County	The Broadacre, Oak Creek	\$2,100,000	25	PACE Loan Group	Multifamily	\$25,375.00	\$41,620,000	RFCW 09/15/202	\$169,455	n/a
6/1/2022	Eau Claire County	Wilson Square Phase II	\$2,365,000	25	PACE Loan Group	Multifamily	\$28,025.00	\$25,000,000	MROE 09/15/202	\$108,849	n/a
5/31/2022	Washington County	Krescent Valley Dairy	\$190,640	20	German American State Bar	Agriculture	\$2,383.00	\$475,000	RFCW 09/15/202	\$27,737	Received
5/27/2022	Outagamie County	Stoney Brook Storage	\$540,000	25	One Community Bank	Retail	\$6,750.00	\$7,610,000	RFCW 09/15/202	\$20,194	n/a
4/29/2022	Brown County	Legacy Hotel Green Bay	\$4,770,000	25	One Community Bank	Hospitality	\$52,075	\$46,200,000	MROE 09/15/202	\$153,890	n/a
4/28/2022	Brown County	Bellevue Assisted Living	\$1,828,000	25	PACE Loan Group	Multifamily	\$22,655	\$22,700,000	MROE 09/15/202	\$77,909	n/a
4/28/2022	La Crosse County	Holmen Assisted Living	\$1,851,292	25	PACE Loan Group	Multifamily	\$22,888	\$22,000,000	MROE 09/15/202	\$80,132	n/a
4/15/2022	Winnebago County	Discovery Point Apartments	\$556,000	25	One Community Bank	Multifamily	\$6,950	\$5,426,000	RFCW 09/15/202	\$35,605	n/a
3/17/2022	Dane County	Moxy Hotel (last CRM app)	\$3,500,000	25	One Community Bank	Hospitality	\$39,375	\$45,000,000	MROE 09/15/202	\$170,060	n/a
3/17/2022	Dane County	West Wilson Apartments	\$1,000,000	20	State Bank of Cross Plains	Multifamily	\$12,500	\$13,215,000	MROW 09/15/20	\$38,158	n/a
3/15/2022	Waukesha County	Spring Hill Suites Menomonee Falls	\$2,668,500	25	One Community Bank	Hospitality	\$31,060	\$17,800,000	RFCW 09/15/202	\$107,745	n/a
1/31/2022	Racine County	300 Main Street_Racine_TigerOp	\$308,000	25	Inland Green Capital	Mixed Use	\$3,850	\$800,000	RFCW 09/15/202	\$14,344	n/a
1/20/2022	Pierce County	700 S Main Sycamore of River Falls	\$2,328,181	30	PACE Equity	Other	\$27,657	\$22,100,000	MROW 09/15/20	\$12,802	n/a
12/23/2021	Waukesha County	New Perspective Waukesha Assisted Living	\$7,270,958	27	PACE Equity	Other	\$77,085	\$44,500,000	RFCW 09/15/202	\$290,472	n/a
12/21/2021	Milwaukee County	New Perspective Ballpark Commons_Franklin	\$8,003,461	27	PACE Equity	Other	\$84,410	\$47,800,000	RFCW 09/15/202	\$425,989	n/a
12/21/2021	Dane County	Hidden Creek 2 Residences	\$1,000,000	25	One Community Bank	Multifamily	\$12,500	\$14,740,000	MROE 09/15/202	\$122,735	n/a
12/16/2021	Racine County	Verdant Hotel Racine (Loan A & B)_Main Attracti	\$7,684,332	20	Twain Financial	Hospitality	\$81,218	\$3,700,000	RFCW 09/15/202	\$101,763	n/a
12/17/2021	Waupaca County	Cobblestone Fremont	\$861,260	25	Nuveen Green Capital	Hospitality	\$10,766	\$6,400,000	RFCW 09/15/202	\$31,176	n/a
10/26/2021	Brown County	De Pere Hotel	\$2,340,000	25	Petros PACE Finance, LLC	Hospitality	\$27,775	\$7,800,000	RFCW 09/15/202	\$107,295	Received
9/17/2021	Outagamie County	208 W Main StLittleChute Cobblestone	\$1,100,000	20	Nuveen Green Capital	Hospitality	\$13,750	\$6,962,000	RFCW 02/01/201	\$36,011	n/a
9/3/2021	Dane County	1121 South Park St	\$500,000	22	State Bank of Cross Plains	Mixed Use	\$6,250	\$12,532,000	MROE 02/01/201	\$68,305	n/a
8/17/2021	Winnebago County	Banta 460 Ahnaip Street	\$1,723,561	29	Inland Green Capital	Mixed Use	\$21,545	\$10,600,000	RFCW 02/01/201	\$100,230	n/a
8/6/2021	Winnebago County	The Brin	\$1,978,050	24	Nuveen Green Capital	Mixed Use	\$24,156	\$13,075,000	RFCW 02/01/201	\$90,591	n/a
7/13/2021	Dane County	John Nolan Hotel	\$170,353	20	Baker Tilly	Hospitality	\$2,129	\$9,578,800	MROE 02/01/201	\$12,947	n/a
6/23/2021	Winnebago County	Annex 71	\$5,625,000	25	Petros PACE Finance, LLC	Multifamily	\$60,625	\$22,500,000	MROE 02/01/201	\$270,353	n/a
6/11/2021	Dane County	SCC Mixed Use - Commercial	\$685,000	23	Twain Financial	Mixed Use	\$8,563	\$2,920,000	MROE 02/01/201	\$34,386	n/a
6/11/2021	Dane County	SCC Mixed Use - Residential	\$2,490,500	24	Twain Financial	Mixed Use	\$29,280	\$2,920,000	MROE 02/01/201	\$167,896	n/a
5/25/2021	Dane County	The Masters 2 Residences	\$1,500,000	25	One Community Bank	Multifamily	\$18,750	\$6,389,900	MROE 02/01/201	\$78,243	n/a
5/14/2021	Marathon County	Nidus- amt. increase	\$111,044	25	Inland Green Capital	Hospitality	\$2,000	\$4,280,000	MROE 02/01/201	\$69,979	n/a
4/30/2021	Washington County	Badger Packaging	\$1,420,581	20	PACE Equity	Industrial	\$17,757	\$3,700,000	RFCW 02/01/201	\$308,960	n/a
2/3/2021	Eau Claire County	Wilson Square	\$1,175,000	25	PACE Loan Group	Multifamily	\$14,688	\$8,000,000	MROW 02/01/20	\$65,492	n/a
1/28/2021	Douglas County	Superior Hotel	\$2,275,000	25	Petros PACE Finance, LLC	Hospitality	\$27,125	\$9,100,000	MROW 02/01/20	\$115,258	n/a
1/22/2021	Calumet County	Lakeshore Ridge Apartments	\$1,298,164	25	One Community Bank	Multifamily	\$16,227	\$10,980,000	RFCW 02/01/201	\$122,862	n/a
1/21/2021	Dane County	Newport Shores	\$4,000,000	25	German American State Bar	Mixed Use	\$44,375	\$18,449,508	RFCW 02/01/201	\$260,111	n/a
12/17/2020	Winnebago County	North Koeller St Hotel	\$4,000,000	25	Petros PACE Finance, LLC	Hospitality	\$44,375	\$16,000,000	MROE 02/01/201	\$180,927	n/a
12/16/2020	Marathon County	Nidus Holdings	\$820,000	25	Inland Green Capital	Hospitality	\$10,250	\$4,280,000	MROE 02/01/201	\$69,979	n/a
11/3/2020	Shawano County	Green Valley Dairy	\$3,000,000	11	German American State Bar	Agriculture	\$34,375	\$18,700,000	RFCW 02/01/201	\$155,417	n/a
11/1/2020	Manitowoc County	Two Rivers Hotel	\$1,000,000	25	One Community Bank	Hospitality	\$12,500	\$5,050,000	MROE 02/01/201	\$37,010	n/a

PACE WI Closed Loan Report 11/4/2022

			PACE Financing			Property	PACE Program			Avg Annual	
Date Closed	County (Zip)	Project Name	Amount	Term	PACE Capital Provider	Туре	Fees	Value of Property	- J	Savings (\$)	Report
10/22/2020	Dane County	Oakmont Senior Living	\$2,250,847	25	Twain Financial	Multifamily	\$26,883		MROE 02/01/201	\$105,765	n/a
9/30/2020	Brown County	520 N Broadway	\$1,011,520	26	Nuveen Green Capital	Mixed Use	\$12,644		MROE 02/01/201	\$55,471	n/a
9/29/2020	Calumet County	Appleton Industrial	\$1,998,390	25	PACE Equity	Industrial	\$24,359		RFCW 02/01/201	\$21,273	n/a
12/14/2020	Dane County	KPW Hospitality	\$2,040,807	27	Twain Financial	Hospitality	\$24,783		MROE 02/01/201	\$59,190	n/a
9/30/2020	Dane County	Hotel Indigo Phase 2	\$3,169,031	23	Nuveen Green Capital	Hospitality	\$36,065	\$31,889,000	MROE 02/01/201	\$85,449	n/a
8/19/2020	Rock County	Janesville Cobblestone Hotel	\$1,225,000	25	Nuveen Green Capital	Hospitality	\$15,313	\$5,410,000	MROE 02/01/201	\$21,888	n/a
8/12/2020	Dane County	210 S Dickinson Street	\$150,000	20	One Community Bank	Office	\$2,000	\$1,420,000	MROE 02/01/201	\$10,031	n/a
7/9/2020	Outagamie County	Holiday Inn Appleton - Wisco Hotel Group	\$550,000	20	One Community Bank	Hospitality	\$6,875	\$16,684,000	RFCW 02/01/201	\$19,667	n/a
4/13/2020	Rock County	Oak Park Assisted Living	\$3,343,182	20	Twain Financial	Healthcare	\$37,807	\$36,460,000	MROE 02/01/201	\$159,700	Received
4/30/2020	Dane County	Oscar Mayer Station	\$7,076,579	25	Nuveen Green Capital	Mixed Use	\$75,141	\$37,900,000	MROE 02/01/201	\$304,600	n/a
3/30/2020	Bayfield County	Wild Rice Retreat - Lodging	\$867,000	20	PACE Loan Group	Hospitality	\$10,838	\$8,550,000	MROW 02/01/20	\$99,111	n/a
2/28/2020	Sheboygan County	Sheboygan Wisco Hotel	\$430,000	20	One Community Bank	Hospitality	\$5,375	\$15,642,500	MROE 02/01/201	\$19,384	n/a
1/20/2020	Winnebago County	University Lofts	\$900,000	25	One Community Bank	Multifamily	\$11,250	\$3,500,000	MROE 02/01/201	\$65,733	n/a
12/12/2019	Columbia County	Riverwoods Eagle's Nest	\$1,600,000	25	One Community Bank	Healthcare	\$20,000	\$12,200,000	MROE 02/01/201	\$86,300	n/a
12/12/2019	Outagamie County	Avant Apartments	\$590,000	20	One Community Bank	Multifamily	\$7,375	\$5,639,000	RFCW 02/01/201	\$35,172	n/a
11/1/2019	Racine County	My Place Mt Pleasant	\$875,000	20	PACE Loan Group	Hospitality	\$10,938	\$8,190,000	RFCW 02/01/201	\$43,019	n/a
9/11/2019	Milwaukee County	West Milwaukee Hotel	\$1,141,886	20	Baker Tilly	Hospitality	\$14,274	\$17,300,000	RFCW 02/01/201	\$81,119	n/a
9/13/2019	Washburn County	Spooner Storage Rink	\$206,071	20	Nuveen Green Capital	Mixed Use	\$2,576	\$1,030,000	MROW 02/01/20	\$42,223	n/a
9/6/2019	Brown County	Larsen Green Condominiums	\$800,000	25	PACE Equity	Mixed Use	\$10,000	\$9,500,000	MROE 02/01/201	\$82,915	n/a
9/18/2019	Door County	Sister Bay - Goose & Twigs	\$147,561	20	Nuveen Green Capital	Hospitality	\$2,000	\$1,200,000	MROE 02/01/201	\$5,839	n/a
8/13/2019	Brown County	533 E Walnut GB Census 2020	\$249,000	25	Inland Green Capital	Office	\$3,113	\$890,000	MROE 02/01/201	\$2,605	n/a
8/13/2019	Brown County	435 E Walnut- GB Press Gazette	\$249,000	20	Inland Green Capital	Office	\$3,113	\$5,300,000	MROE 02/01/201	\$3,814	n/a
7/17/2019	Chippewa County	Hotels International Chippewa	\$661,000	20	Twain Financial	Hospitality	\$8,263	\$5,635,000	MROW 02/01/20	\$29,525	n/a
7/17/2019	Portage County	Hotels America - Stevens Point	\$900,000	20	Twain Financial	Hospitality	\$11,250	\$5,400,000	MROE 02/01/201	\$63,890	n/a
7/17/2019	Washington County	Hartford Hotel	\$910,000	20	Twain Financial	Hospitality	\$11,375	\$7,645,000	RFCW 02/01/201	\$45,472	n/a
7/1/2019	Milwaukee County	Drexel Hotel - TownePlace Suites	\$2,500,000	20	One Community Bank	Hospitality	\$29,375	\$14,702,400	RFCW 02/01/201	\$110,931	n/a
6/27/2019	Brown County	The Hotel Northland	\$8,759,000	28	CCG PACE Funding	Hospitality	\$85,000	\$38,600,000	MROE 02/01/201	\$453,946	n/a
4/15/2019	Dane County	Prestige Worldwide	\$249,500	20	One Community Bank	Mixed Use	\$3,119	\$2,550,000	MROE 02/01/201	\$2,868	n/a
2/13/2019	Dane County	The Edge Apartments	\$1,420,000	20	One Community Bank	Mixed Use	\$17,750	\$15,750,000	MROE 02/01/201	\$54,763	n/a
12/18/2018	Winnebago County	Fox Crossing Hotel	\$850,000	20	Nuveen Green Capital	Hospitality	\$10,625	\$7,050,000	RFCW 02/01/201	\$41,008	n/a
12/6/2018	Kenosha County	Weiskoph School Apartments	\$249,998	20	Nuveen Green Capital	Multifamily	\$3,125	\$2,250,000	RFCW 02/01/201	\$2,134	n/a
10/25/2018	Waukesha County	Hilton Garden Inn, Brookfield Square Mall	\$1,600,000	19	One Community Bank	Hospitality	\$20,000	\$22,000,000	RFCW 02/01/201	\$118,819	n/a
7/24/2018	Dane County	Home2Suites - 2155 Rimrock Rd.	\$1,500,000	20	One Community Bank	Hospitality	\$18,750	\$18,000,000	MROE 02/01/201	\$90,840	n/a
6/5/2018	Dane County	818 Post Road	\$203,839	20	Nuveen Green Capital	Industrial	\$2,548	\$1,220,000	MROE 02/01/201	\$9,910	n/a
4/4/2018	Dane County	Velocity Mixed Use Property	\$232,996	20	PACE Equity	Mixed Use	\$2,912		MROE 02/01/201	\$5,206	n/a
2/22/2018	Jefferson County	The Waterloo Technology Center	\$249,000	19	One Community Bank	Office	\$3,113		18 to 09/14/2021	\$47,294	n/a
2/21/2018	Dane County	Uniroyal Property	\$355,000	10	One Community Bank	Industrial	\$4,438		18 to 09/14/2021	\$70,698	n/a
2/6/2018	Fond du Lac County	The Hotel Retlaw	\$2,373,798	20	PACE Equity	Hospitality	\$28,113		18 to 09/14/2021	\$289,011	n/a
12/27/2017	Dane County	The Hotel Indigo	\$1,500,000	20	Nuveen Green Capital	Hospitality	\$18,750		15 to 03/14/2021 15 to 01/31/2018	\$89,832	n/a
12/2//2017	Bane county	The Hotel Hulgo	\$158,007,373	20	ivaveen dicen capital	riospitality	710,730	433,000,000	13 13 01/31/2016	Ç03,032	11/ a

PACE WI Impact Report 11/4/2022

		Savings %/							Projected			
		Savings to				Total Gas			Environmental			
	PACE Financing	Investment		kWh	kW Demand	Savings	Total Water	Annual Savings	Benefits (kBTU's	Jobs Created		
PACE Name	Amount	Ratio	KWh Savings	Production	Reduction	(Therms)	Savings (gal)	(\$)	per year)	By Project	CO2e/yr	CO2e
TOTAL	\$144,520,882		31,320,715	2,988,189	53,200	1,891,308	57,591,283	8,269,388	221,687,130	2,402	24,282	561,356
Peloton Residences	\$1,000,000	14.6%	322,060	-	-	11,164	842,551	\$65,094.00	2,215,001	15.0	141.9	4257.6
Middleton Center 3	\$2,400,000	17.0%	150,420	-	-	5,299	325,752	\$62,897.00	1,043,006	36.0	66.8	2004.8
Mosinee Hotel	\$1,782,000	16.0%	80,982	-	-	734	148,039	\$15,060.00	349,727	26.7	22.4	560.2
Paoli Seven Acre Dairy	\$3,026,996	21.0%	131,967	-	-	811,833	51,539	\$73,228	937,274	45.4	60.1	1501.3
Oak Creek Hotel (OCB)	\$1,217,685	13%	44,190	-	44,199	1,789	419,526	\$13,792	329,640	18.3	21.1	528.0
Nicolet Hardwood	\$1,500,000	2.91	282,025	-	-	398,250		\$421,635	41,043,607	22.5	2629.7	65743.7
The Common Place	\$4,657,810	23.2%	88,023	-	-	1,105	1,384,931	\$53,238	428,757	69.9	27.5	686.8
Woodstock Village	\$1,000,000	1.04	243,258	-	-	8,817	1,702,882	\$56,654	918,166	15.0	58.8	1470.7
The Broadacre, Oak Creek	\$2,100,000	1.77	415,263	-	-	1,449	-	\$169,455	1,561,777	31.5	100.1	2501.7
Wilson Square Phase II	\$2,365,000	1.15	636,714	-	-	-	-	\$108,849	2,172,558	35.5	139.2	2784.0
Krescent Valley Dairy	\$190,640	2.29	-	112,827	-	-	-	\$27,737	384,982	2.9	24.7	616.7
Stoney Brook Storage	\$540,000	1.01	106,796	-	-	1,440	8,489	\$20,194	508,369	8.1	32.6	814.3
Legacy Hotel Green Bay	\$4,770,000	1.00	1,228,868	-	316	(18,349)	1,414,761	\$152,873	2,358,610	71.6	151.1	3778.0
Bellevue Assisted Living	\$1,828,000	1.31	396,191	-	0	16,558	588,015	\$77,909	3,007,264	27.4	192.7	4817.0
Holmen Assisted Living	\$1,851,292	1.02	247,903	-	0	15,695	591,935	\$80,132	2,415,005	27.8	154.7	3868.4
Discovery Point Apartments	\$556,000	1.59	10,838	-	687	35,795	358,370	\$35,605	322,436	8.3	20.7	516.5
Legacy Hotel Green Bay	\$4,770,000	1.31	1,005,246	-	547	(25,528)	1,685,374	\$170,060	877,851	71.6	56.2	1406.1
Bellevue Assisted Living	\$1,828,000	1.00	86,906	-	0	13,758	2,522	\$38,158	1,672,007	27.4	107.1	2678.2
Spring Hill Suites Menomonee Falls	\$2,668,500	1.2	384,510	-	170	3,569	1,353,441	\$471,019	1,668,817	40.0	106.9	2673.1
300 Main Street Racine	\$308,000	1.20	23,504	-	0	5,687	78,730	\$14,344	648,899	4.6	41.6	1,136.3
700 S Main_Sycamore of River Falls	\$2,328,181	1.00	123,288	-	0	2,344	-	\$12,802	655,081	34.9	73.9	1,351.2
New Perspective Waukesha Assisted	\$7,270,958	1.04	1,396,686	-	0	(39,749)	56,119	\$290,472	790,788	109.1	465.0	13,556.2
New Perspective Ballpark Commons_	\$8,003,461	1.33	1,778,138	-	0	(39,947)	99,397	\$425,989	2,072,556	120.1	648.6	17,840.5
Hidden Creek 2 Residences	\$1,000,000	1.46	875,144	-	0	(17,528)	1,529,850	\$122,735	1,233,314	15.0	503.8	10,832.3
Verdant Hotel Racine (Loan A & B)_M	\$7,684,332	1.14	1,195,518	-	1	(1,020)	4,071,846	\$101,763	3,977,275	115.3	573.3	14,991.5
Cobblestone Fremont	\$861,260	1.18	126,606	-	60	123	424,472			12.9	61.9	1,367.5
De Pere Hotel	\$2,340,000	1.43	572,680	-	0	(1,137)	560,648			35.1	271.2	7,135.8
208 W Main StLittleChute Cobblesto		1.13	209,849	-	0	3,898	501,015			16.5	122.3	3,070.5
1121 South Park St	\$500,000	1.25	460,432	-	0	(9,496)	661,561		-	7.5	298.2	6,417.6
Banta 460 Ahnaip Street	\$1,723,561	1.58	501,514	-	0	(6,504)	782,164		1,060,836		248.3	5,607.8
The Brin	\$1,978,050	1.17	433,171	-	0	(10,355)	990,777		-	29.7	189.3	3,888.4
John Nolan Hotel	\$170,353	2.00	-	90,700	0	-	-	\$12,947		2.6	68.7	2,060.0
Annex 71	\$5,625,000	1.47	723,305	-	0	-	1,063,162			84.4	547.6	14,372.9
SCC Mixed Use - Commercial	\$685,000	1.00	108,712	-	0	45	38,127		-	10.3	82.5	1,596.9
SCC Mixed Use - Residential	\$2,490,500	1.00	369,489	-	0	26,857	2,950,839				142.6	3,517.9
The Masters 2 Residences	\$1,500,000	1.36	370,025	-	0	(2,932)	965,591			22.5	264.6	6,204.1
Nidus- amt. increase	\$111,044	5.79	565,987	-	0	(85)	790,779			1.7	(0.5)	9.5
Badger Packaging	\$1,420,581	5.15	2,079,620	-	0	(1,789)	-	\$308,960			1,163.5	23,270.2
Wilson Square	\$1,175,000	1.55	721,246	-	0	- 210	- 022 000	\$65,492		17.6	405.4	8,153.9
Superior Hotel	\$2,275,000	1.64	119,486	-	0	219	932,606	\$115,258	429,603	34.1	68.3	1,848.6

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		Savings %/							Projected			
		Savings to				Total Gas			Environmental			
	PACE Financing	Investment		kWh	kW Demand	Savings	Total Water	Annual Savings	Benefits (kBTU's	Jobs Created	Metric Tons	Lifetime Tons
PACE Name	Amount	Ratio	KWh Savings	Production	Reduction	(Therms)	Savings (gal)	(\$)	per year)	By Project	CO2e/yr	CO2e
Lakeshore Ridge Apartments	\$1,298,164	1.21	731,726	-	0	(17,837)	1,358,592	\$122,862	713,052	19.5	318.0	7,023.4
Newport Shores	\$4,000,000	1.76	857,951	-	0	(26,415)	934,684	\$260,111	285,949	60.0	343.7	7,204.4
North Koeller St Hotel	\$4,000,000	1.53	575,056	-	0	(240)	414,520	\$180,927	1,938,170	60.0	434.1	11,628.6
Nidus Holdings	\$820,000	2.59	570,229	-	0	(789)	777,464	\$69,979	1,866,801	12.3	427.5	11,137.5
Green Valley Dairy	\$3,000,000	1.40	-	2,240,000	0	-	-	\$155,417	7,643,194	45.0	1,263.5	34,113.7
Two Rivers Hotel	\$1,000,000	1.00	106,086	-	0	2,048	123,546	\$37,010	566,780	15.0	91.2	2,006.4
Oakmont Senior Living	\$2,250,847	1.43	427,953	-	0	6,426	4,322,680	\$105,765	2,102,836	33.8	358.1	7,173.7
520 N Broadway	\$1,011,520	1.40	(316,707)	-	0	99,819	425,240	\$55,471	8,901,251	15.2	290.3	9,422.6
Appleton Industrial	\$1,998,390	1.30	311,154	-	0	2,438	-	\$21,273	1,305,501	30.0	188.5	3,359.9
KPW Hospitality	\$2,040,807	1.00	227,390	-	0	2,490	761,786	\$59,190	1,024,887	30.6	185.4	4,476.9
Hotel Indigo Phase 2	\$3,169,031	1.09	103,039	-	0	108,742	-	\$85,449	11,225,783	47.5	655.5	13,914.1
Janesville Cobblestone Hotel	\$1,225,000	1.05	324,774	-	0	-	-		1,108,174	18.4	245.9	4,492.8
210 S Dickinson Street	\$150,000	1.27	41,320	-	0	3,528	-		493,790	2.3	50.0	1,092.9
Holiday Inn Appleton - Wisco Hotel G	\$550,000	1.00	115,125	-	0	2,877	381,379	\$19,667	680,523	8.3	80.2	1,852.0
Oak Park Assisted Living	\$3,343,182	1.17	619,886	-	0	18,288	3,467,933	\$159,700	3,943,938	50.1	566.4	12,237.3
Oscar Mayer Station	\$7,076,579	1.15	1,036,841	-	0	65,166	643,295	\$304,600	10,054,447	106.1	1,131.0	22,911.3
Wild Rice Retreat - Lodging	\$867,000	3.96	524,753	-	336	(6,447)	223,435	\$99,111	1,145,831	13.0	260.7	7,329.9
Sheboygan Wisco Hotel	\$430,000	1.12	163,687	-	0	-	-	\$19,384	558,523	6.5	123.9	2,781.0
University Lofts	\$900,000	2.12	8,684	-	0	33,630	80,000	\$65,733	3,392,631	13.5	185.2	5,886.9
Riverwoods Eagle's Nest	\$1,600,000	1.01	279,908	-	0	3,919	1,429,198	\$86,300	1,346,985	24.0	232.7	5,723.3
Avant Apartments	\$590,000	1.11	118,101	-	0	2,514	474,844			8.9	80.0	1,608.8
My Place Mt Pleasant	\$875,000	1.52	150,166	-	0	4,995	617,545	\$43,019		13.1	111.2	2,952.4
West Milwaukee Hotel	\$1,141,886	1.64	209,211	-	0	15,466	1,498,800	\$81,119		17.1	200.1	3,606.6
Spooner Storage Rink	\$206,071	1.00	23,219	464,374	0	-	-	\$42,223		3.1	274.1	5,481.1
Larsen Green Condominiums	\$800,000	2.21	403,995	-	0	20,426	134,816			12.0	414.3	10,202.7
Sister Bay - Goose & Twigs	\$147,561	1.00	13,417	9,888	0		45,414	\$5,839		2.2	17.6	399.1
533 E Walnut GB Census 2020	\$249,000	1.00	23,132	-	0	(473)	-	\$2,605	-	3.7	15.0	279.2
435 E Walnut- GB Press Gazette	\$249,000	1.00	65,291	_	0	75	_	\$3,814		3.7	49.8	899.8
Hotels International Chippewa	\$661,000	1.03	119,527	_	0	2,524	494.402		·	9.9	80.6	2.038.4
Hotels America - Stevens Point	\$900,000	1.28	137,297	_	0	4,620	802,264			13.5	128.5	3,766.5
Hartford Hotel	\$910,000	1.15	122,654	_	0	4,244	802,264		· · · · ·	13.7	91.7	2,570.1
Drexel Hotel - TownePlace Suites	\$2,500,000	1.02	187,341	_	0	12,557	1,898,832				172.3	3,401.4
The Hotel Northland	\$8,759,000	1.30	1,080,099	_	0	138,763	5,257,331	\$453,946		131.4	1,554.6	38,470.0
Prestige Worldwide	\$249,500	1.00	30,740	_	0	(221)		\$2,868	· · · · · · · · · · · · · · · · · · ·	3.7	22.1	432.6
The Edge Apartments	\$1,420,000	1.02	427,102	_	54	22,635	_	\$54,763			443.5	8,779.4
Fox Crossing Hotel	\$850,000	1.05	233,718	_	0	4,608	665,360				156.3	2,972.9
Weiskoph School Apartments	\$249,998	1.00	15,361	_	4968	4,006		\$2,134		3.7	8.7	2,972.9
Hilton Garden Inn, Brookfield Square	\$1,600,000	1.56	297,267	_	0	23,473	1,555,540				124.6	1,876.2
Home2Suites - 2155 Rimrock Rd.	\$1,500,000	1.21	129,830	-	0	20,712	624,309				208.3	4,176.2
818 Post Road	\$203,839	1.00	3,450	70,400	0	20,712	024,309	\$9,910		3.1	55.9	1,371.6
Velocity Mixed Use Property	\$203,839	1.00	24,232	70,400	0	1,038	-	\$9,910		3.1	23.9	477.0
			1		1800	,			•			
The Waterloo Technology Center	\$249,000	3.16	189,745	-	1800	(1,740)	-	\$47,294	473,437	3.7	97.8	1,378.8

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PACE Name	Amount	Ratio	KWh Savings	Production	Reduction	(Therms)	Savings (gal)	(\$)	per year)	By Project	CO2e/yr	CO2e
Uniroyal Property	\$355,000	1.83	336,443	-	62	5,300	-	\$70,698	1,677,991	5.3	282.9	3,041.6
The Hotel Retlaw	\$2,373,798	2.46	1,529,974	-	0	11,338	-	\$289,011	6,354,285	35.6	1,218.5	19,652.8
The Hotel Indigo	\$1,500,000	1.26	123,989	-	0	108,802	-	\$89,832	11,303,268	22.5	663.4	14,091.0