

**Florida PACE Funding Agency  
Terms and Conditions  
Commercial Property Owners**

<b>Program Highlights</b>	
<b>Application Fee</b>	A non-refundable fee of \$50.00 FOR non-residential is due upon application. Payment maybe made by check to SEE&I, mailed to Florida Pace Funding Agency, 1000 Legion Way, 12 <sup>th</sup> floor, Orlando, FL 32081 <b><u>Please confirm all your information is correct before submitting your application as the application fee is not refundable.</u></b>
<b>Amount of Money Down</b>	All costs listed below are included in the total financing. The non-refundable Application Fee is required upon application but can be reimbursed from assessment proceeds upon project funding.
<b>Personal Guarantee</b>	PACE financings are land-secured and require no personal guarantee.
<b>Transferability</b>	The assessment runs with the land and may be transferred upon sale of the property or the retirement of the lien can be a buyer/seller negotiation.
<b>Minimum Financing</b>	The minimum financing amount is <b>\$10,000</b>
<b>Maximum Financing</b>	<p><b>Tier 1 Financing</b> is limited to 20% of the assessed value of the property as established by the local tax assessor</p> <p><b>Tier 2 Financing</b> is limited to a principal amount wherein the sum of the annual assessments over the term of the financing is less than the aggregate savings over the same term. Property owners wishing to exceed tier 1 financing limits are required to have conducted a whole building energy analysis that demonstrates a life cycle savings/Investment ratio of 1.0 or greater. The cost of this analysis is eligible for PACE financing as well. Property owners conducting this analysis may be subject, on a case by case basis to an additional fee for an engineering peer review to substantiate claimed energy savings not to exceed \$.04 per square foot area of the subject facility.</p>
<b>Wind Mitigation Financing Limit</b>	The maximum financing for Wind Mitigation improvements shall not exceed 20% of the assessed value of the property.
<b>Rebates and Incentives</b>	Certain retrofit projects may be eligible for rebates and/or incentives. The Agency does not require total financing to be net of rebates/incentives. All processing of rebates/incentives is between the property owner and the entity offering the rebates and/or

	incentives.
<b>Payments</b>	Payments are due annually as an assessment line-item on the property tax bill. Payments for PACE assessments are due at the same time as property taxes and are payable to the tax collector of the county in which the property resides. No discount is available for early payment of the special assessment. Your mortgage lender may elect to increase the monthly escrow.
<b>Program Costs (To Borrower)</b>	
<b>Interest rate</b>	The interest rate in effect on the date the financing agreement is signed by the property owner will remain fixed for 90 days or until the contractor receives final payment whichever is less. If at the end of the 90 day period, final payment has not been made to the contractor, the interest rate will change to the rate then in effect on the 91 <sup>st</sup> day and remain fixed for an additional 90 days or the contractor receives final payment, whichever is less. The interest rate in effect on the date of final payment to the contractor will remain fixed for the term of the assessment.
<b>Capitalized Interest</b>	Interest on the full construction cost will accrue and be capitalized (added to the financed amount) beginning on date of the date the contractor receives final payment until November 1 of the current tax year. Capitalized interest will be spread over the term of the assessment financing agreement execution until September 15 of the same tax year. If the financing agreement is executed after September 15th, accrued interest will be capitalized and added to tax bill of the next tax year. Interest will be capitalized on a daily rate until the tax bill is issued on November 15 in the year in which the funding was made.
<b>Pre-Payment</b>	The property owner may elect to prepay the full amount of the assessment at anytime by requesting a payoff amount from the Agency.
<b>Fees</b>	
<b>Annual Agency Administration Fee</b>	The Agency will apply a administrative fee of 1% of the annual assessment.
<b>Financing Origination fee</b>	An origination fee of 2% is payable at financing closing from the applicant's out-of-pocket funds or included in the financing.
<b>Filing fee</b>	A filing fee of \$10.00 plus \$8.50 per page (one time, at the financing funding, estimate \$27.00) of the Financing agreement between the Agency and the property owner authorizing the application of the PACE assessment onto the property tax bill.
<b>Annual County Tax Collection Fee</b>	The county may charge up to \$40 annually for processing the assessments.
<b>Qualifications</b>	
<b>Legal Owner</b>	The financing application must be signed by all property owners of record.
<b>Current on Taxes</b>	Applicant must be current on property taxes for the property to be improved and must not have been delinquent in the last three years or since owning the property, if less than three years.

<b>Current on Mortgage (if applicable)</b>	If the property is mortgaged, the Applicant must be current on mortgage payments and must not have been delinquent in the last three years or since owning the property, if less than three years.
<b>No Involuntary Liens</b>	The property shall not have any involuntary liens against the property
<b>Approved Contractors</b>	Applicant financing can only be approved when the work is performed by a FPFA Authorized contractor/installer
<b>Qualified Improvements</b>	Qualifying improvements generally include energy efficiency, renewable generation and wind resistance improvements. Final approval of proposed qualifying improvements rests solely with the Florida Pace Funding Agency ("Agency").
<b>Recorded Financing Agreement between the property owner and the Agency</b>	A financing agreement or a summary memorandum of such agreement will be recorded in the public records of the county within which the property is located by the Agency within 5 days after execution of the agreement. The recorded agreement will provide constructive notice that the assessment to be levied on the property constitutes a lien of equal dignity to county taxes and assessments from the date of recordation.
<b>Good Faith financing estimate provided prior to execution of financing agreement</b>	The property owner will be provided a good faith estimate of the sources and uses of the financing proceeds 5 days prior to the financing closing date. This estimate will provide the total financed amount, interest rate, financing term, original, recordation and annual servicing fees.

#### Disclosures

1. Neither the Agency nor its representatives or agents, including the Third Party Administrator, has any obligation or responsibility for determining whether your existing lender or servicer will permit or be take adverse action against you as a result of the addition of this assessment [probably need a better word than assessment]. You are encouraged to consult with a financial and/or legal professional to address these issues.
2. Neither the Agency nor its representatives or agents, including the Third Party Administrator, has any obligation or responsibility, including but not limited to terms, completion and approval of services, or payment, regarding any agreement between the property owner and any contractor for the eligible improvements.
3. Neither the Agency nor its representatives or agents, including the Third Party Administrator, is aware of or makes any representations regarding the condition of the property, or for any circumstances which may affect the completion of eligible improvements thereon. .
4. Once the financing agreement for the eligible improvements has been executed, any and increase in the cost of completion of eligible improvements must be financed by either a separate application for Agency financing, if approved, or other sources to be determined by the property owner.
5. At or before the time a real property purchaser executes a contract for the sale and purchase of any property for which a non-ad valorem assessment has been levied under this section and has an unpaid balance due, the seller shall give the prospective purchaser a written disclosure statement in the following form, which shall be set forth in the contract or in a separate writing:

**QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE  
ENERGY, OR WIND  
RESISTANCE**

The property being purchased is located within the jurisdiction of a local government  
that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes.

The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

6. The nature and scale of commercial energy efficiency, renewable generation and wind mitigation projects may require the Agency to request additional supporting documentation when verifying a property owner is in compliance with all statutory underwriting criteria.