



**** MEETING NOTICE AND AGENDA ****

A meeting of the Board of Wisconsin PACE Commission – a Joint Exercise of Powers commission, shall be held on **Thursday, May 12, 2022 at 11:00AM** via Zoom web/ teleconference, to consider matters according to the following agenda:

Join Zoom Meeting

<https://us02web.zoom.us/j/89408786955#success>

Call-in Phone Number: (312) 626-6799

Meeting ID: 894 0878 6955

One tap mobile: +13126266799,,89408786955# +US (Chicago)

1. Call to Order
2. Roll Call
3. Approval of the Minutes
4. APPROVAL OF RESOLUTION 22-11 AMENDING RESOLUTION 22-02 WITH UPDATED PARCEL INFORMATION IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$1,500,000.00 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS "100 MILL STREET" LOCATED IN FOREST COUNTY, WISCONSIN FOR NICOLET HARDWOODS CORPORATION AND CERTAIN OTHER MATTERS RELATING THERETO
5. APPROVAL OF RESOLUTION 22-12 IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$2,400,000 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS "441 W RYAN ROAD" LOCATED IN MILWAUKEE COUNTY, WISCONSIN FOR BROADACRE OAK CREEK, LLC AND CERTAIN OTHER MATTERS RELATING THERETO
6. APPROVAL OF RESOLUTION 22-13 IMPOSING A SECOND SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$2,365,000 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS "707 & 709 SOUTH

BOARSTOW STREET" LOCATED IN EAU CLARIE COUNTY, WISCONSIN FOR WILSON SQUARE, LLC AND CERTAIN OTHER MATTERS RELATING THERETO

7. APPROVAL OF RESOLUTION 22-14 IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$5,144,990 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS "250 LAWE STREET" LOCATED IN OUTAGAMIE COUNTY, WISCONSIN FOR DREAMVILLE KAUKUNA, LLC AND CERTAIN OTHER MATTERS RELATING THERETO
8. PACE WI Program Guideline Changes per Legislative Updates
9. Closed Loan Report
10. Next Meeting Date: Thursday, June 9th at 11:00AM via same Zoom link as above.
11. Adjourn

PACE Wisconsin (PW)
PW Board of Directors
April 14, 2022
Teleconference

MINUTES

CALL TO ORDER: Chair Patrick Miles called the meeting to order at 11:00 a.m. CST.

ROLL CALL: PRESENT: Pete Olson (Barron County), Brett Rondeau (Bayfield County), Mike Schlaak (Calumet County), Patrick Miles (Dane County), Ed Benter (Dodge County), Charlie Glazman (Douglas County), James Dunning (Eau Claire County), Harley Reabe (Green Lake County), Jim Braugher (Jefferson County), Hans Breitenmoser (Lincoln County), Bob Ziegelbauer (Manitowoc County), Rick Polzin (Marinette County), Jason Haas (Milwaukee County), Dave Hintz (Oneida County), Melissa Kaprelian (Racine County), Mary Mawhinney (Rock County), Stacey Hessel (Sawyer County), Arlyn Tober (Shawano County), Tom Wegner (Sheboygan County), Stephen Smith (Washburn County), Tim Dondlinger (Waukesha County), DuWayne Federitz (Waupaca County), Jon Doemel (Winnebago County).

OTHERS PRESENT: Keith Langenhahn (Wisconsin Counties Association), Andrew Guzikowski (von Briesen and Roper, s.c.), Tim Mathison (Slipstream), Dan Streit (Slipstream), Holly Edinger (Slipstream) Kimberly Johnston (Slipstream), Syed Abbas (Slipstream).

APPROVAL OF THE MINUTES FROM March 10, 2022.

A motion for approval as amended was made and seconded. Unanimously Approved.

APPROVAL OF RESOLUTION 22-08 IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$195,000.00 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS “W188N14023 MAPLE ROAD” LOCATED IN WASHINGTON COUNTY, WISCONSIN FOR “KRESCENT VALLEY DAIRY, LLC” AND CERTAIN OTHER MATTERS RELATING THERETO. A motion for approval as amended was made and seconded. Unanimously Approved.

APPROVAL OF RESOLUTION 22-09 IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$1,357,339 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS “3000 LOGAN DRIVE” LOCATED IN WINNEBAGO COUNTY, WISCONSIN FOR WOODSTOCK VILLAGE OSHKOSH, LLC AND CERTAIN OTHER MATTERS RELATING THERETO. A motion for approval as amended was made and seconded. Unanimously Approved.

APPROVAL OF RESOLUTION 22-10 IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$2,825,099 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS “495 PEARL AVENUE” LOCATED IN WINNEBAGO COUNTY, WISCONSIN FOR MORGAN CROSSING 2, LLC AND CERTAIN OTHER MATTERS RELATING THERETO. A motion for approval as amended was made and seconded. Unanimously Approved.

NEXT MEETING DATE

The next meeting of PW Board will be held on May 12, 2022 at 11:00 a.m. via teleconference.

ADJOURNMENT

Meeting was adjourned by Chairman Miles at 11:35 a.m.

RESOLUTION NO. 22-11

PACE WISCONSIN

**A RESOLUTION TO AMEND RESOLUTION 22-02,
IMPOSING A SPECIAL CHARGE PURSUANT TO
SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN
AN AMOUNT NOT TO EXCEED \$1,500,000.00 AGAINST
CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS
“100 MILL STREET” LOCATED IN FOREST COUNTY,
WISCONSIN FOR NICOLET HARDWOODS
CORPORATION 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 **FOREST** 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, **NICOLET HARDWOOD CORPORATION**, a Wisconsin 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 MILL STREET** in the Town of **LAONA, FOREST 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 **GERMAN AMERICAN STATE BANK** (including its successors and assignees, the “Lender”) has agreed to provide such financing in an amount not to exceed **\$1,500,000.00** (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 **\$1,500,000.00** 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 **\$1,500,000.00** 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 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 “Authorized Signatory” and collectively as the “Authorized Signatories”). 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 12th day of May 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	<input type="checkbox"/> YES <input type="checkbox"/> NO
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_____ Number of Representative Directors	_____ Number of Representative Directors Present	Sufficient Quorum	<input type="checkbox"/> YES <input type="checkbox"/> NO
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Vote by Directors	_____ AYE	_____ NAY	_____ ABSTAIN
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Vote by Representative Directors	_____ AYE	_____ NAY	_____ ABSTAIN
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Project Jurisdiction	FOREST County		
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Representative Director of Project Jurisdiction	_____ (name)		
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Vote by Representative Director of Project Jurisdiction	_____ AYE	_____ NAY	_____ ABSTAIN
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Exhibit A

Property (Legal) Description

L E G A L D E S C R I P T I O N

232153

Part of the Southeast quarter of the Southeast quarter of Section 25, and part of the Northeast quarter of the Northeast quarter of Section 36, all of Township 36 North, Range 14 East, Town of Laona, Forest County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Section 36; Thence South 89 degrees 05 minutes 31 seconds West along the north line of said Section 36, a distance of 457.36 ft.; Thence North 29 degrees 20 minutes 59 seconds West, a distance of 42.76 ft. to a 1" iron pipe at the POINT OF BEGINNING;

THENCE South 29 degrees 20 minutes 59 seconds East for a distance of 131.94 feet along a meander line of the Rat River to a 1" iron pipe;

THENCE South 64 degrees 41 minutes 08 seconds East for a distance of 249.21 feet along said meander line to a 1" iron pipe;

THENCE South 68 degrees 25 minutes 35 seconds West for a distance of 377.17 feet to the southeast corner of the Transfer Shed;

THENCE North 70 degrees 22 minutes 01 seconds West for a distance of 44.32 feet along the south wall of the Transfer Shed to the southwest corner thereof;

THENCE North 20 degrees 05 minutes 33 seconds East for a distance of 128.13 feet along the west line of said Shed to a 1" iron pipe;

THENCE North 35 degrees 51 minutes 54 seconds West for a distance of 124.41 feet to the Sawmill Building;

THENCE North 58 degrees 10 minutes 58 seconds East for a distance of 49.01 feet along the southeasterly wall of said building to the southeast corner thereof;

THENCE North 31 degrees 15 minutes 43 seconds West for a distance of 140.34 feet along the easterly wall of said Sawmill to a building corner;

THENCE North 56 degrees 45 minutes 51 seconds East for a distance of 3.43 feet along a wall of the Sawmill to a building corner;

THENCE North 31 degrees 39 minutes 41 seconds West for a distance of 16.06 feet along the easterly wall of said Sawmill to a building corner;

THENCE South 58 degrees 58 minutes 29 seconds West for a distance of 13.56 feet along a wall of the Sawmill to a building corner;

THENCE North 32 degrees 01 minutes 05 seconds West for a distance of 7.24 feet along the easterly wall of the Sawmill to the northeast corner thereof;

THENCE North 59 degrees 25 minutes 22 seconds East for a distance of 143.18 feet to a 1" iron pipe on a meander line of the Rat River;

THENCE South 28 degrees 56 minutes 20 seconds East for a distance of 124.70 feet along said meander line to the POINT OF BEGINNING....Including all those lands lying between the above described meander line and the right bank of the Rat River, bounded on the north and south by the above described property lines extended easterly to said right bank.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.952 acres more or less

EXHIBIT B

PACE Project Summary

Property Owner	Nicolet Hardwoods Corporation
Street	100 Mill St.
City	Laona
County	Forest

Tax ID	18-01753-0002*
Property Type	Industrial
PACE Lender	German American State Bank

Project Type	Existing Building
Financing Type	Current Project
Improvement Type(s)	Energy/Water Efficiency



PACE Project Direct Costs	\$2,900,000
Program Fee	\$27,974
Commission Fee	\$1,500
Commission Legal Fee	\$1,500
Other Program Expenses	\$0
Other Soft Costs	\$1,928,000

PACE Financing Amount	\$1,500,000
Interest Rate	5.00%
Loan Term	25

Mortgage Balance Total	\$0
Mortgage Balance + PACE Loan - to- Value	PASS
Lender Consent	N/A

Primary Contractor(s)	Hurst Boiler & Welding Co.
Project Developer/Energy Auditor	USDA-USFS Eastern Region

Summary of Improvements	Renewable Energy-Biomass Boiler Energy Project
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Projected Avg. Annual Cost Savings	\$421,635
SIR	2.91
Completion Date	Q4 2023
Jobs Created By Project	22.5
Projected Environmental Benefits	41,043,607 kBTUs per year



STATUS OF DOCUMENTATION



Property Owner

Street

City

County

Nicolet Hardwoods Corporation
100 Mill St.
Laona
Forest

Pre-Closing Document Checklist

Corporation Report

County Assessor Property Report

Final Application

Construction/Installation Contract (unsigned)

Energy Assessment

Completion Docs. (Retroactive)

Appraisal/Evaluation/Assessed

Capital Provider Offer to Fund

Mortgage Loan Documentation

Property Insurance

Administrator's Preliminary Approval

PASS
PASS
PASS
PASS
PASS
N/A
Condition - Closing
PASS
N/A
Condition - Closing
PASS

PACE Commission Director's Approval

PASS

Closing Document Checklist

Construction Contract(s) - Executed

Commissioning Verification Report

Title Report

Mortgage Lender Consent

Savings Guarantee - Executed

Closing / Disbursement Statement

On-Board Report & Amortization Table

Commission Approval Letter

Executed PACE Special Charge & Financing Agrmt

PASS
Conditional
PASS
N/A *
Condition - Closing
Condition - Closing
Condition - Closing
PASS
Condition - Closing

* this property does not have a mortgage

RESOLUTION NO. 22-12

PACE WISCONSIN

A RESOLUTION IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$2,400,000.00 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS “441 WEST RYAN ROAD” LOCATED IN MILWAUKEE COUNTY, WISCONSIN FOR BROADACRE OAK CREEK, 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 **MILWAUKEE** 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, **BROADACRE OAK CREEK, LLC**, a Wisconsin 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 **441 RYAN ROAD** in the city of **OAK CREEK** in **MILWAUKEE 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 **PACE LOAN GROUP** (including its successors and assignees, the “Lender”) has agreed to provide such financing in an amount not to exceed **\$2,400,000.00** (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 **\$2,400,000.00** 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 **\$2,400,000.00** 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 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 “Authorized Signatory” and collectively as the “Authorized Signatories”). 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 12TH day of May 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	<input type="checkbox"/> YES <input type="checkbox"/> NO
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_____ Number of Representative Directors	_____ Number of Representative Directors Present	Sufficient Quorum	<input type="checkbox"/> YES <input type="checkbox"/> NO
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Vote by Directors	_____ AYE	_____ NAY	_____ ABSTAIN
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Vote by Representative Directors	_____ AYE	_____ NAY	_____ ABSTAIN
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Project Jurisdiction	MILWAUKEE County		
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Representative Director of Project Jurisdiction	_____ (name)		
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Vote by Representative Director of Project Jurisdiction	_____ AYE	_____ NAY	_____ ABSTAIN
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Exhibit A

Legal Description

CSM 7361 Parcel 2 Ne 1/4 Sec 29-5-22 (10.840 Acs) Exc N 5 Ft Conv To Dot In Doc No 10319022 For St, in the city of Oak Creek, county of Milwaukee, and the state of Wisconsin

Tax Key #906-9028-001

EXHIBIT B

PACE Project Summary



Property Owner

BROADACRE OAK CREEK,
LLC

Address

441 W Ryan Rd.

City

Oak creek, WI 53154

County

Milwaukee County



Tax ID

9069028001

Property Type

Multifamily

Property Size

152,566

PACE Lender

PACE Loan Group



Financing Type

Current Project

Improvement Type(s)

Energy/Water Efficiency

High Performance Building

No

Project Type

High performance building shell upgrade; High efficiency heating/ air conditioning systems; Automated energy control systems; High efficiency lighting fixtures; Water Conservation Improvement

PACE Project Direct Costs

\$2,400,000

Program Fee

\$23,575

Commission Fee

\$2,400

Commission Legal Fee

\$2,400

Other Program Expenses

\$0

Other Soft Costs

\$0

PACE Financing Amount

\$2,400,000

Interest Rate

5.15%

Loan Term

25 Years

Mortgage Balance Total

\$32,200,000

Mortgage Balance + PACE Loan -to-Value

PASS

Primary Contractor(s)

Altius Building Company

Project Developer/Energy Auditor

G-ENERGY LLC

Summary of Improvements

LED Lighting
Plumbing and
DHWW
Windows
Building
Envelope

Projected Avg. Annual Cost Savings

\$169,455

SIR

1.77

Completion Date

2nd Quarter 2024

Jobs Created By Project

36

Projected Environmental Benefits

1,561,802 kBtUs per year

Status of Documentation



Property Owner

Address

County

BROADACRE OAK CREEK, LLC
441 W Ryan Rd. Oak creek, WI 53154
Milwaukee County

Pre-Closing Document Checklist

Corporation Report

County Assessor Property Report

Final Application

Construction/Installation Contract (unsigned)

Energy Assessment

Completion Docs. (Retroactive)

Property Valuation

Capital Provider Offer to Fund

Mortgage Loan Documentation

Property Insurance

Administrator's Preliminary Approval

PASS
PASS
PASS
PASS
PASS
N/A
PASS
PASS
PASS
Condition - Closing
PASS

PACE Commission Director's Approval

Conditional

Closing Document Checklist

Construction Contract(s) - Executed

Title Report

Mortgage Lender Consent

Savings Guarantee - Executed

On-Board Report & Amortization Table

Commission Approval Letter

Executed PACE Special Charge & Financing Agrmt

Condition - Closing
Condition - Closing
Condition - Closing
Condition - Closing
Condition - Closing
Condition - Closing
Condition - Approval
Condition - Closing

RESOLUTION NO. 22-13

PACE WISCONSIN

A RESOLUTION IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$2,365,000.00 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS “707 & 709 SOUTH BARSTOW STREET” LOCATED IN EAU CLAIRE COUNTY, WISCONSIN FOR WILSON SQUARE, 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, **WILSON SQUARE, LLC**, a Wisconsin 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 **707 & 709 SOUTH BARSTOW 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 **PACE LOAN GROUP** (including its successors and assignees, the “Lender”) has agreed to provide such financing in an amount not to exceed **\$2,365,000.00** (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 **\$2,365,000.00** 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 **\$2,365,000.00** 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 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 “Authorized Signatory” and collectively as the “Authorized Signatories”). 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 12TH day of May 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	<input type="checkbox"/> YES <input type="checkbox"/> NO
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_____ Number of Representative Directors	_____ Number of Representative Directors Present	Sufficient Quorum	<input type="checkbox"/> YES <input type="checkbox"/> NO
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Vote by Directors	_____ AYE	_____ NAY	_____ ABSTAIN
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Vote by Representative Directors	_____ AYE	_____ NAY	_____ ABSTAIN
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Project Jurisdiction	EAU CLAIRE County		
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Representative Director of Project Jurisdiction	_____ (name)		
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Vote by Representative Director of Project Jurisdiction	_____ AYE	_____ NAY	_____ ABSTAIN
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Exhibit A

Legal Description

S 8 FT OF LOT 2 AND N 8 FT OF LOT 4 AND ALL OF LOT 3 BLK 12 VILLAGE OF EC

EXHIBIT B

PACE Project Summary



Property Owner	Wilson Square LLC
Address	707 & 709 South Barstow Street
City	Eau Claire, WI 54701
County	Eau Claire County
Tax ID	02-0059 (PIN 1822122709200039001)
Property Type	Multifamily
Property Size	58,806
PACE Lender	PACE Loan Group



Wilson Square Phase II

Project Type	High performance building shell upgrade; High efficiency heating/ air conditioning systems; Automated energy control systems; High efficiency lighting fixtures; Water Use Improvement
Financing Type	Current Project
Improvement Type(s)	Energy/Water Efficiency
High Performance Building	No

PACE Project Direct Costs	\$2,365,000
Program Fee	\$23,295
Commission Fee	\$2,365
Commission Legal Fee	\$2,365
Other Program Expenses	\$0
Other Soft Costs	\$0

PACE Financing Amount	\$2,365,000
Interest Rate	5.75%
Loan Term	25 Years

Mortgage Balance Total	\$18,879,790
Mortgage Balance + PACE Loan -to- Value	PASS

Primary Contractor(s)	Bayland Buildings Inc
Project Developer/Energy Auditor	Edison Energy,

Projected Avg. Annual Cost Savings	\$108,849
SIR	1.15
Completion Date	2nd Quarter 2023
Jobs Created By Project	35.5
Projected Environmental Benefits	2,172,558 kBtUs per year

Status of Documentation



Property Owner

Address

County

Wilson Square LLC
707 & 709 South Barstow Street Eau Claire, WI 54701
Eau Claire County

Pre-Closing Document Checklist

Corporation Report

County Assessor Property Report

Final Application

Construction/Installation Contract (unsigned)

Energy Assessment

Completion Docs. (Retroactive)

Property Valuation

Capital Provider Offer to Fund

Mortgage Loan Documentation

Property Insurance

Administrator's Preliminary Approval

PASS
PASS
PASS
PASS
PASS
N/A
PASS
PASS
PASS
Condition - Closing
PASS

PACE Commission Director's Approval

Conditional

Closing Document Checklist

Construction Contract(s) - Executed

Title Report

Mortgage Lender Consent

Savings Guarantee - Executed

On-Board Report & Amortization Table

Commission Approval Letter

Executed PACE Special Charge & Financing Agrmt

Condition - Closing
Condition - Closing
Condition - Closing
Condition - Closing
Condition - Closing
Condition - Closing
Condition - Approval
Condition - Closing

RESOLUTION NO. 22-14

PACE WISCONSIN

A RESOLUTION IMPOSING A SPECIAL CHARGE PURSUANT TO SECTION 66.0627(8) OF THE WISCONSIN STATUTES IN AN AMOUNT NOT TO EXCEED \$5,144,990.00 AGAINST CERTAIN REAL PROPERTY, SOMETIMES KNOWN AS “250 LAWE STREET” LOCATED IN OUTAGAMIE COUNTY, WISCONSIN FOR DREAMVILLE KAUKAUNA, 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 OUTAGAMIE 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, **DREAMVILLE KAUKAUNA, LLC**, a Wisconsin 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 **250 LAWE STREET** in the city of **KAUKAUNA** in **OUTAGAMIE 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 **FORBRIGHT BANK** (including its successors and assignees, the “Lender”) has agreed to provide such financing in an amount not to exceed **\$5,144,990.00** (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 **\$5,144,990.00** 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 **\$5,144,990.00** 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 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 “Authorized Signatory” and collectively as the “Authorized Signatories”). 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 12TH day of May 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	<input type="checkbox"/> YES <input type="checkbox"/> NO
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_____ Number of Representative Directors	_____ Number of Representative Directors Present	Sufficient Quorum	<input type="checkbox"/> YES <input type="checkbox"/> NO
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Vote by Directors	_____ AYE	_____ NAY	_____ ABSTAIN
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Vote by Representative Directors	_____ AYE	_____ NAY	_____ ABSTAIN
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Project Jurisdiction	OUTAGAMIE County		
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Representative Director of Project Jurisdiction	_____ (name)		
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Vote by Representative Director of Project Jurisdiction	_____ AYE	_____ NAY	_____ ABSTAIN
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Exhibit A

Legal Description

BEING ALL OF LOTS 1, 2 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 7558 AS RECORDED
IN DOCUMENT NO. 2136327 AND PART OF LOT 1, BLOCK 1 OF LAWE, MEADE & BLACK'S
ADDITION, ALL LOCATED IN PRIVATE CLAIM 1, TOWNSHIP 21 NORTH, RANGE 18 EAST, CITY
OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN.

EXHIBIT B

PACE Project Summary

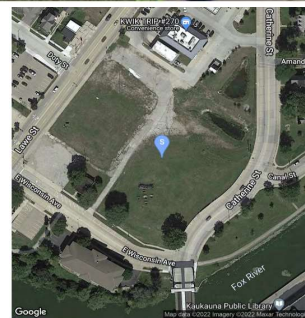


Property Owner	Dreamville Kaukauna, LLC
Address	250 Lawe St.
City	Kaukauna, WI 54130
County	Outagamie County



Tax ID	322032912
Property Type	Multifamily
Property Size	47,045
PACE Lender	Forbright Bank

Project Type	Energy/Water Efficiency
Financing Type	Current Project
Improvement Type(s)	Energy/Water Efficiency
High Performance Building	No



PACE Project Direct Costs	\$4,556,175
Program Fee	\$48,180
Commission Fee	\$5,145
Commission Legal Fee	\$2,500
Other Program Expenses	\$0
Other Soft Costs	\$542,117

PACE Financing Amount	\$5,144,990
Interest Rate	5.15%
Loan Term	25 Years

Mortgage Balance Total	\$20,638,733
Mortgage Balance + PACE Loan -to-Value	PASS

Primary Contractor(s)	Consolidated Construction
Project Developer/Energy Auditor	Johnson Environmental

Summary of Improvements	Lighting and GarageUnit & CommonLow Flow WaterSIP Panels/ Enevelope/ insulationRoofSolarWindowsD HWGarage Heat
Projected Avg. Annual Cost Savings	\$ 123,616.00
SIR	1.01
Completion Date	4th Quarter 2023
Jobs Created By Project	77.2
Projected Environmental Benefits	3,012,824 kBTUs per year

Status of Documentation



Property Owner	Dreamville Kaukauna, LLC
Address	250 Lawe St. Kaukauna, WI 54130
County	Outagamie County

Pre-Closing Document Checklist

Corporation Report	PASS
County Assessor Property Report	PASS
Final Application	PASS
Construction/Installation Contract (unsigned)	PASS
Energy Assessment	Condition - Closing *
Completion Docs. (Retroactive)	N/A
Property Valuation	PASS
Capital Provider Offer to Fund	PASS
Mortgage Loan Documentation	PASS
Property Insurance	Condition - Closing
Administrator's Preliminary Approval	PASS

PACE Commission Director's Approval	Conditional
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Closing Document Checklist

Construction Contract(s) - Executed	Condition - Closing
Title Report	Condition - Closing
Mortgage Lender Consent	Condition - Closing
Savings Guarantee - Executed	Condition - Closing
On-Board Report & Amortization Table	Condition - Closing
Commission Approval Letter	Condition - Approval
Executed PACE Special Charge & Financing Agrmt	Condition - Closing

*Consultant is updating Energy Assessment based on Slipstream staff questions.



PACE Wisconsin Program Guidelines 4.0

Date: May 6, 2022
To: Wisconsin PACE Commission
From: Slipstream, PACE Wisconsin Program Administrator
Subject: PACE Wisconsin Program Guidelines

Background

The passing of 2021 [WISCONSIN ACT 175](#) changed the PACE program standards by removing some requirements and adding eligibility for new types of building improvements. In response Slipstream has drafted an updated version 4.0 of the PACE Wisconsin Program Guidelines that responds to legislative changes and ensures the integrity of the PACE Wisconsin Program. There are three main categories of changes:

1. Addition of reliability, resiliency, and stormwater as eligible project types,
2. Deletion of the savings guarantee mandate and the removal of the Savings to Investment Ratio requirement for projects
3. Addition of floodplain ordinance compliance for resiliency projects

Summary of Proposed Adjustments

Reliability, Resiliency and Stormwater Improvements (Non-Resource Improvement)

This new topic area required extensive additions to the Guidelines. For ease of discussion these were clustered under the new heading of "Non-Resource Improvement (NRI)." The definition being:

A Brownfield Revitalization Project, EV (Electric Vehicle) Infrastructure Improvement, Resiliency Improvement, Energy Reliability Improvement, or Stormwater Control Measures. The types of projects create public benefits but may not result in energy or water savings for an Eligible Property.

The Statue outlines some definitions for resiliency and reliability and states that these projects along with brownfield, electric vehicle infrastructure and stormwater projects do not have to complete an Energy Assessment. However, Slipstream staff felt it was essential to create a Project Analysis that would be required for these projects to ensure they have an impact on the long-term stability of the property. Section 4.4 Project Analysis Requirements for Non-Resource Improvements was added with subsections:

- 4.4.1 Resiliency Projects
- 4.4.2 Stormwater Control Measures
- 4.4.3 Energy Reliability Improvement



Slipstream is a part of a state-wide sustainable agriculture work group and was able to incorporate some of the innovations from that group. In addition, research into energy reliability and stormwater was conducted. The result is the addition of terms and sections that will ensure these new project types are qualified and will have impact for property owners.

Definitions Added

- **Agroforestry** – Agroforestry is the intentional integration of trees and shrubs into crop and animal farming systems to create environmental, economic, and social benefits
- **Microgrid** – A group of interconnected electrical loads and distributed energy resources that acts as a single controllable entity with respect to the grid. A Microgrid can connect and disconnect from the grid to operate in grid-connected or island mode.
- **Energy Reliability Improvement** – An improvement to premises that increases the reliability of energy usage, at the premises, including energy storage or backup power generation improvements or improvements that facilitate participation in a microgrid. Some, or all, energy supplied to an Energy Reliability Improvements is produced by an on-site Renewable Energy Improvement
- **Resiliency improvement** – An improvement to a premises intended to increase resilience or improve the durability of infrastructure, including an improvement intended to improve storm and wind durability or wind resistance or to assist in fire suppression or mitigation of damage from flooding.
- **Silvopasture** – This is the deliberate integration of trees and grazing livestock operations on the same land. These systems are intensively managed for both forest products and forage, providing both short-and long-term income sources.
- **Storm Water Control Measure** – An improvement to a premises that uses structural or nonstructural measures, practices, techniques, or devices designed to mitigate the negative impacts of storm water runoff or other surface runoff to the premises, including an infiltration system, wet detention pond, constructed wetland, grassed swale, or vegetative roofing system. “Storm water control measure” does not include a rain barrel or cistern designed for temporary storage of precipitation.

Removal of The Savings Guarantee Mandate and The Savings to Investment Ratio

The Savings Guarantee and the Savings to Investment Ratio created challenges for PACE borrowers in Wisconsin. The new state law removes those requirements and adds language to mandate Verification Reporting. The Guideline changes address these changes and include adjustments to the requirements of an Energy Assessment, benefits of High-Performance Building category and the removal of the “Large” vs. “Small” PACE Financing.



The updated Guideline removes the Savings Guarantee however it strengthens the verification language. The Energy Savings Guarantee was a requirement for “Large PACE Financing” and there were caveats for “Small” projects. Under the new Guidelines all borrowers, regardless of loan size “must obtain and execute a contract for the Energy Assessment Provider to prepare a Completion Verification Report”. This cost can be included as a soft cost for the PACE loan and final Verification Report should be supplied to PACE Wisconsin by the latter of 18 months after the closing of the PACE Financing, or the property stabilization date indicated in the property appraisal. Violation of this provision is outlined in the PACE Special Charge and Finance Agreement in Section 4.16: Engineering Commissioning and Verification. A template of the Completion Verification Report is provided as *Appendix I Completion Verification Report Template*

Regarding the Savings to Investment Ratio (SIR), the Slipstream staff had extensive discussions about the best approach to replace the SIR with a meaningful requirement. We engaged our technical resources department to gather their input and talked with program administrators from other states. The result is a baseline requirement at least 10% energy savings above code and a new Prescriptive Measures pathway for eligibility. In February 2022 Wisconsin PACE updated the Guideline to use the current Wisconsin State Energy Code (ASHRE 2015). Prior to that the program was using the ASHRE 2010 as the baseline for improvements. Raising the bar for the baseline energy code will impact the savings of projects that are funded, and this new Guide will ensure that **projects go above that code by at least 10%**. Staff also felt it was important to add a prescriptive measure pathway that would not require a consultant to perform a full Energy Assessment. In this approach measures are eligible if they meet energy performance requirements specified in the Focus on Energy incentive catalog corresponding to the property type and applicable measure type. Focus on Energy incentive catalogs may be accessed at <https://www.focusonenergy.com/business/catalogs>.

In addition, these measures are eligible for incentives through Focus on Energy. Both approaches are open to all projects “large” or “small.” The new Guideline also added requirements to the Energy Assessment such as the inclusion of construction documents and baseline and proposed building site and source energy use intensity (EUI).

The High-Performance Building category was changed because of the elimination of the SIR (Savings Investment Ratio). This category is an incentive for owners to build a better building and these projects can benefit from a reduced origination fee and a longer loan term (as described in Section 4.2)

- If the PACE Financing is for a High-Performance PACE Project, the fee is equal to 0.75 percent of the PACE Financing amount.
- Property Owners who complete High Performance PACE Projects benefit from a longer loan term, as described in Section 4.2 Eligible PACE Projects and from a reduced Program Fee, as described in Section 7.1 Program Fee and may also



Floodplain

The statute also added required that resiliency projects comply with local floodplain ordinance and that was added to the Guidelines. PACE Projects that include Resiliency Improvements must comply with the local Floodplain zoning ordinance applies unless all the following apply:

- 1.1. If the premises is a nonconforming building, as defined in Section s. 87.30 (1d) (a) 1. of the Wisconsin State Statutes, the building would be permanently repaired, reconstructed, or improved to comply with all applicable requirements of the floodplain zoning ordinance for the area of the floodplain that it occupies after completion of the resiliency improvement.
- 1.2. If the political subdivision participates in the national flood insurance program, the owner or lessee of the premises agrees to maintain any flood insurance policy required under the program for the premises.

Flood Insurance Certification If the PACE Project includes a Resiliency Improvement and the Property is in a political subdivision that participates in the National Flood Insurance Program, Property Owner shall provide a signed certification that they will maintain a flood insurance policy for the Property throughout the term of PACE Financing.

Comments or Concerns

Slipstream welcomes any questions or comments from members of the Wisconsin PACE Commission regarding the stakeholder comments or the recommended responses to those comments. Please contact:

- Tim Mathison | Managing Director (tmathison@slipstreaminc.org | 608.807.3049)
- Holly Edinger | Program Manager (hedinger@slipstreaminc.org | 608.210.7184)
- Dan Streit | Senior Researcher (dstreit@slipstreaminc.org | 608.729.6954)

PACE WI Closed Loan Report

5/9/2022

PACE #	Date Closed	County (Zip)	Project Name	PACE Financing Amount	Financing Term	PACE Capital Provider	Property Type	PACE Program Fees	Value of Property
01_000074	4/29/2022	Brown County	Legacy Hotel Green Bay	\$4,770,000	25	One Community Bank	Hospitality	\$52,075.00	\$46,200,000
01_000073	4/28/2022	Brown County	Bellevue Assisted Living	\$1,828,000	25	PACE Loan Group	Multifamily	\$22,655.00	\$22,700,000
01_000072	4/28/2022	La Crosse County	Holmen Assisted Living	\$1,851,292	25	PACE Loan Group	Multifamily	\$22,887.92	\$22,000,000
01_000071	4/15/2022	Winnebago County	Discovery Point Apartments	\$556,000	25	One Community Bank	Multifamily	\$6,950.00	\$5,426,000
01_000070	3/17/2022	Dane County	Moxy Hotel (last CRM app)	\$3,500,000	25	One Community Bank	Hospitality	\$39,375	\$45,000,000
01_000069	3/17/2022	Dane County	West Wilson Apartments	\$1,000,000	20	State Bank of Cross Plains	Multifamily	\$12,500	\$13,215,000
01_000068	3/15/2022	Waukesha County	Spring Hill Suites Menomonee Falls	\$2,668,500	25	One Community Bank	Hospitality	\$31,060	\$17,800,000
01_000067	1/31/2022	Racine County	300 Main Street_Racine_TigerOp	\$308,000	25	Inland Green Capital	Mixed Use	\$3,850	\$800,000
01_000066	1/20/2022	Pierce County	700 S Main_Sycamore of River Falls	\$2,328,181	30	PACE Equity	Other	\$27,657	\$22,100,000
01_000065	12/23/2021	Waukesha County	New Perspective Waukesha Assisted Living	\$7,270,958	27	PACE Equity	Other	\$27,085	\$44,500,000
01_000064	12/21/2021	Milwaukee County	New Perspective Ballpark Commons_Franklin	\$8,003,461	27	PACE Equity	Other	\$84,410	\$47,800,000
01_000063	12/21/2021	Dane County	Hidden Creek 2 Residences	\$1,000,000	25	One Community Bank	Multifamily	\$12,500	\$14,740,000
01_000062	12/16/2021	Racine County	Verdant Hotel Racine (Loan A & B)_Main Attraction	\$7,684,332	20	Twain Financial	Hospitality	\$81,218	\$3,700,000
01_000061	12/17/2021	Waupaca County	Cobblestone Fremont	\$861,260	25	Nuveen Green Capital	Hospitality	\$10,766	\$6,400,000
01_000060	10/26/2021	Brown County	De Pere Hotel	\$2,340,000	25	Petros PACE Finance	Hospitality	\$27,775	\$7,800,000
01_000058	9/17/2021	Outagamie County	208 W Main St._LittleChute Cobblestone	\$1,100,000	20	Nuveen Green Capital	Hospitality	\$13,750	\$6,962,000
01_000057	9/3/2021	Dane County	1121 South Park St	\$500,000	22	State Bank of Cross Plains	Mixed Use	\$6,250	\$12,532,000
01_000056	8/17/2021	Winnebago County	Banta 460 Ahnaip Street	\$1,723,561	29	Inland Green Capital	Mixed Use	\$21,545	\$10,600,000
01_000055	8/6/2021	Winnebago County	The Brin	\$1,978,050	24	Nuveen Green Capital	Mixed Use	\$24,156	\$13,075,000
01_000054	7/13/2021	Dane County	John Nolan Hotel	\$170,353	20	Baker Tilly	Hospitality	\$2,129	\$9,578,800
01_000053	6/23/2021	Winnebago County	Annex 71	\$5,625,000	25	Petros PACE Finance	Multifamily	\$60,625	\$22,500,000
01_000052	6/11/2021	Dane County	SCC Mixed Use - Commercial	\$685,000	23	Twain Financial	Mixed Use	\$8,563	\$2,920,000
01_000051	6/11/2021	Dane County	SCC Mixed Use - Residential	\$2,490,500	24	Twain Financial	Mixed Use	\$29,280	\$2,920,000
01_000050	5/25/2021	Dane County	The Masters 2 Residences	\$1,500,000	25	One Community Bank	Multifamily	\$18,750	\$6,389,900
01_000049	5/14/2021	Marathon County	Nidus- amt. increase	\$111,044	25	Inland Green Capital	Hospitality	\$2,000	\$4,280,000
01_000048	4/30/2021	Washington County	Badger Packaging	\$1,420,581	20	PACE Equity	Industrial	\$17,757	\$3,700,000
01_000047	2/3/2021	Eau Claire County	Wilson Square	\$1,175,000	25	PACE Loan Group	Multifamily	\$14,688	\$8,000,000
01_000046	1/28/2021	Douglas County	Superior Hotel	\$2,275,000	25	Petros PACE Finance	Hospitality	\$27,125	\$9,100,000
01_000045	1/22/2021	Calumet County	Lakeshore Ridge Apartments	\$1,298,164	25	One Community Bank	Multifamily	\$16,227	\$10,980,000
01_000044	1/21/2021	Dane County	Newport Shores	\$4,000,000	25	German American State Bank	Mixed Use	\$44,375	\$18,449,508
01_000043	12/17/2020	Winnebago County	North Koeller St Hotel	\$4,000,000	25	Petros PACE Finance	Hospitality	\$44,375	\$16,000,000
01_000042	12/16/2020	Marathon County	Nidus Holdings	\$820,000	25	Inland Green Capital	Hospitality	\$10,250	\$4,280,000
01_000041	11/3/2020	Shawano County	Green Valley Dairy	\$3,000,000	11	German American State Bank	Agriculture	\$34,375	\$18,700,000
01_000040	11/1/2020	Manitowoc County	Two Rivers Hotel	\$1,000,000	25	One Community Bank	Hospitality	\$12,500	\$5,050,000
01_000039	10/22/2020	Dane County	Oakmont Senior Living	\$2,250,847	25	Twain Financial	Multifamily	\$26,883	\$21,100,000
01_000038	9/30/2020	Brown County	520 N Broadway	\$1,011,520	26	Nuveen Green Capital	Mixed Use	\$12,644	\$9,700,000
01_000037	9/29/2020	Calumet County	Appleton Industrial	\$1,998,390	25	PACE Equity	Industrial	\$24,359	\$15,400,000
01_000036	12/14/2020	Dane County	KPW Hospitality	\$2,040,807	27	Twain Financial	Hospitality	\$24,783	\$12,920,000
01_000035	9/30/2020	Dane County	Hotel Indigo Phase 2	\$3,169,031	23	Nuveen Green Capital	Hospitality	\$36,065	\$31,889,000
01_000034	8/19/2020	Rock County	Janesville Cobblestone Hotel	\$1,225,000	25	Nuveen Green Capital	Hospitality	\$15,313	\$5,410,000
01_000033	8/12/2020	Dane County	210 S Dickinson Street	\$150,000	20	One Community Bank	Office	\$2,000	\$1,420,000
01_000032	7/9/2020	Outagamie County	Holiday Inn Appleton - Wisco Hotel Group	\$550,000	20	One Community Bank	Hospitality	\$6,875	\$16,684,000
01_000031	4/13/2020	Rock County	Oak Park Assisted Living	\$3,343,182	20	Twain Financial	Healthcare	\$37,807	\$36,460,000
01_000030	4/30/2020	Dane County	Oscar Mayer Station	\$7,076,579	25	Nuveen Green Capital	Mixed Use	\$75,141	\$37,900,000

PACE #	Date Closed	County (Zip)	Project Name	PACE Financing Amount	Financing Term	PACE Capital Provider	Property Type	PACE Program Fees	Value of Property
01_000029	3/30/2020	Bayfield County	Wild Rice Retreat - Lodging	\$867,000	20	PACE Loan Group	Hospitality	\$10,838	\$8,550,000
01_000028	2/28/2020	Sheboygan County	Sheboygan Wisco Hotel	\$430,000	20	One Community Bank	Hospitality	\$5,375	\$15,642,500
01_000027	1/20/2020	Winnebago County	University Lofts	\$900,000	25	One Community Bank	Multifamily	\$11,250	\$3,500,000
01_000026	12/12/2019	Columbia County	Riverwoods Eagle's Nest	\$1,600,000	25	One Community Bank	Healthcare	\$20,000	\$12,200,000
01_000025	12/12/2019	Outagamie County	Avant Apartments	\$590,000	20	One Community Bank	Multifamily	\$7,375	\$5,639,000
01_000024	11/1/2019	Racine County	My Place Mt Pleasant	\$875,000	20	PACE Loan Group	Hospitality	\$10,938	\$8,190,000
01_000023	9/11/2019	Milwaukee County	West Milwaukee Hotel	\$1,141,886	20	Baker Tilly	Hospitality	\$14,274	\$17,300,000
01_000022	9/13/2019	Washburn County	Spooner Storage Rink	\$206,071	20	Nuveen Green Capital	Mixed Use	\$2,576	\$1,030,000
01_000021	9/6/2019	Brown County	Larsen Green Condominiums	\$800,000	25	PACE Equity	Mixed Use	\$10,000	\$9,500,000
01_000020	9/18/2019	Door County	Sister Bay - Goose & Twigs	\$147,561	20	Nuveen Green Capital	Hospitality	\$2,000	\$1,200,000
01_000019	8/13/2019	Brown County	533 E Walnut GB Census 2020	\$249,000	25	Inland Green Capital	Office	\$3,113	\$890,000
01_000018	8/13/2019	Brown County	435 E Walnut- GB Press Gazette	\$249,000	20	Inland Green Capital	Office	\$3,113	\$5,300,000
01_000017	7/17/2019	Chippewa County	Hotels International Chippewa	\$661,000	20	Twain Financial	Hospitality	\$8,263	\$5,635,000
01_000016	7/17/2019	Portage County	Hotels America - Stevens Point	\$900,000	20	Twain Financial	Hospitality	\$11,250	\$5,400,000
01_000015	7/17/2019	Washington County	Hartford Hotel	\$910,000	20	Twain Financial	Hospitality	\$11,375	\$7,645,000
01_000014	7/1/2019	Milwaukee County	Drexel Hotel - TownePlace Suites	\$2,500,000	20	One Community Bank	Hospitality	\$29,375	\$14,702,400
01_000013	6/27/2019	Brown County	The Hotel Northland	\$8,759,000	28	CCG PACE Funding	Hospitality	\$85,000	\$38,600,000
01_000012	4/15/2019	Dane County	Prestige Worldwide	\$249,500	20	One Community Bank	Mixed Use	\$3,119	\$2,550,000
01_000011	2/13/2019	Dane County	The Edge Apartments	\$1,420,000	20	One Community Bank	Mixed Use	\$17,750	\$15,750,000
01_000010	12/18/2018	Winnebago County	Fox Crossing Hotel	\$850,000	20	Nuveen Green Capital	Hospitality	\$10,625	\$7,050,000
01_000009	12/6/2018	Kenosha County	Weiskoph School Apartments	\$249,998	20	Nuveen Green Capital	Multifamily	\$3,125	\$2,250,000
01_000008	10/25/2018	Waukesha County	Hilton Garden Inn, Brookfield Square Mall	\$1,600,000	19	One Community Bank	Hospitality	\$20,000	\$22,000,000
01_000007	7/24/2018	Dane County	Home2Suites - 2155 Rimrock Rd.	\$1,500,000	20	One Community Bank	Hospitality	\$18,750	\$18,000,000
01_000006	6/5/2018	Dane County	818 Post Road	\$203,839	20	Nuveen Green Capital	Industrial	\$2,548	\$1,220,000
01_000005	4/4/2018	Dane County	Velocity Mixed Use Property	\$232,996	20	PACE Equity	Mixed Use	\$2,912	\$5,200,000
01_000004	2/22/2018	Jefferson County	The Waterloo Technology Center	\$249,000	19	One Community Bank	Office	\$3,113	\$2,000,000
01_000003	2/21/2018	Dane County	Uniroyal Property	\$355,000	10	One Community Bank	Industrial	\$4,438	\$3,300,000
01_000002	2/6/2018	Fond du Lac County	The Hotel Retlaw	\$2,373,798	20	PACE Equity	Hospitality	\$28,113	\$22,500,000
01_000001	12/27/2017	Dane County	The Hotel Indigo	\$1,500,000	20	Nuveen Green Capital	Hospitality	\$18,750	\$33,800,000

PACE Name	PACE Financing Amount	Savings to Investment Ratio	KWh Savings	kWh Production	kW Demand Reduction	Total Gas Savings (Therms)	Total Water Savings (gal)	Ave Annual Savings (\$)	Projected Environmental Benefits (kBTU's per year)	Jobs Created By Project	Metric Tons CO2e/yr	Lifetime Tons CO2e
TOTAL	\$127,221,950		26,935,217			649428	52,707,574	\$7,181,555	169794266	2043.41	20957.1	468,755
Legacy Hotel Green Bay	\$4,770,000	1.00	1228868	-	316	(18,349)	1,414,761	\$152,873	2,358,610	71.6	151.1	0.0
Bellevue Assisted Living	\$1,828,000	1.31	396191	-	0	16,558	588,015	\$77,909	3,007,264	27.4	192.7	0.0
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
Moxy Hotel (last CRM app)	\$3,500,000	1.31	1,005,246	-	547	(25,528)	1,685,374	\$170,060	877,851	52.5	56.2	1406.1
West Wilson Apartments	\$1,000,000	1.00	86,906	-	0	13,758	2,522	\$38,158	1,672,007	15.0	107.1	2142.6
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	1.2	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	1.0	123,288	-	0	2,344	-	\$12,802	655,081	34.9	73.9	1,351.2
New Perspective Waukesha Assisted	\$7,270,958	1.0	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	1.3	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	1.5	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	1.1	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	1.2	126,606	-	60	123	424,472	\$31,176	444,297	12.9	61.9	1,367.5
De Pere Hotel	\$2,340,000	1.4	572,680	-	0	(1,137)	560,648	\$107,295	1,840,364	35.1	271.2	7,135.8
208 W Main St_ LittleChute Cobblestone	\$1,100,000	1.1	209,849	-	0	3,898	501,015	\$36,011	1,105,834	16.5	122.3	3,070.5
1121 South Park St	\$500,000	1.3	460,432	-	0	(9,496)	661,561	\$68,305	621,458	7.5	298.2	6,417.6
Banta 460 Ahnaip Street	\$1,723,561	1.6	501,514	-	0	(6,504)	782,164	-	1,060,836	25.9	248.3	5,607.8
The Brin	\$1,978,050	1.2	433,171	-	0	(10,355)	990,777	\$90,591	442,540	29.7	189.3	3,888.4
John Nolan Hotel	\$170,353		-	90,700	0	-	-	\$12,947	309,481	2.6	68.7	2,060.0
Annex 71	\$5,625,000	1.5	723,305	-	0	-	1,063,162	\$270,353	2,468,018	84.4	547.6	14,372.9
SCC Mixed Use - Commercial	\$685,000	1.0	108,712	-	0	45	38,127	\$34,386	375,441	10.3	82.5	1,596.9
SCC Mixed Use - Residential	\$2,490,500	1.0	369,489	-	0	26,857	2,950,839	\$167,896	3,946,448	37.4	142.6	3,517.9
The Masters 2 Residences	\$1,500,000	1.4	370,025	-	0	(2,932)	965,591	\$78,243	969,377	22.5	264.6	6,204.1
Nidus- amt. increase	\$111,044	5.8	565,987	-	0	(85)	790,779	\$69,979	1,922,727	1.7	(0.5)	9.5
Badger Packaging	\$1,420,581	5.2	2,079,620	-	0	(1,789)	-	\$308,960	6,917,055	21.3	1,163.5	23,270.2
Wilson Square	\$1,175,000	1.6	721,246	-	0	-	-	\$65,492	2,460,992	17.6	405.4	8,153.9
Superior Hotel	\$2,275,000	1.6	119,486	-	0	219	932,606	\$115,258	429,603	34.1	68.3	1,848.6
Lakeshore Ridge Apartments	\$1,298,164	1.2	731,726	-	0	(17,837)	1,358,592	\$122,862	713,052	19.5	318.0	7,023.4
Newport Shores	\$4,000,000	1.8	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	1.5	575,056	-	0	(240)	414,520	\$180,927	1,938,170	60.0	434.1	11,628.6
Nidus Holdings	\$820,000	2.6	570,229	-	0	(789)	777,464	\$69,979	1,866,801	12.3	427.5	11,137.5
Green Valley Dairy	\$3,000,000	1.4	-	2,240,000	0	-	-	\$155,417	7,643,194	45.0	1,263.5	34,113.7
Two Rivers Hotel	\$1,000,000	1.0	106,086	-	0	2,048	123,546	\$37,010	566,780	15.0	91.2	2,006.4
Oakmont Senior Living	\$2,250,847	1.4	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	1.4	(316,707)	-	0	99,819	425,240	\$55,471	8,901,251	15.2	290.3	9,422.6
Appleton Industrial	\$1,998,390	1.3	311,154	-	0	2,438	-	\$21,273	1,305,501	30.0	188.5	3,359.9
KPW Hospitality	\$2,040,807	1.0	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	1.1	103,039	-	0	108,742	-	\$85,449	11,225,783	47.5	655.5	13,914.1
Janesville Cobblestone Hotel	\$1,225,000	1.1	324,774	-	0	-	-	-	1,108,174	18.4	245.9	4,492.8

PACE Name	PACE Financing Amount	Savings to Investment Ratio	KWh Savings	kWh Production	kW Demand Reduction	Total Gas Savings (Therms)	Total Water Savings (gal)	Ave Annual Savings (\$)	Projected Environmental Benefits (kBTU's per year)	Jobs Created By Project	Metric Tons CO2e/yr	Lifetime Tons CO2e
210 S Dickinson Street	\$150,000	1.3	41,320	-	0	3,528	-	-	493,790	2.3	50.0	1,092.9
Holiday Inn Appleton - Wisco Hotel G	\$550,000	1.0	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	1.2	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	1.2	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	4.0	524,753	-	336	(6,447)	223,435	\$99,111	1,145,831	13.0	260.7	7,329.9
Sheboygan Wisco Hotel	\$430,000	1.1	163,687	-	0	-	-	\$19,384	558,523	6.5	123.9	2,781.0
University Lofts	\$900,000	2.1	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	1.0	279,908	-	0	3,919	1,429,198	\$86,300	1,346,985	24.0	232.7	5,723.3
Avant Apartments	\$590,000	1.1	118,101	-	0	2,514	474,844	\$35,172	654,377	8.9	80.0	1,608.8
My Place Mt Pleasant	\$875,000	1.5	150,166	-	0	4,995	617,545	\$43,019	1,011,887	13.1	111.2	2,952.4
West Milwaukee Hotel	\$1,141,886	1.6	209,211	-	0	15,466	1,498,800	\$81,119	2,260,457	17.1	200.1	3,606.6
Spooner Storage Rink	\$206,071		23,219	464,374	0	-	-	\$42,223	1,663,735	3.1	274.1	5,481.1
Larsen Green Condominiums	\$800,000	2.2	403,995	-	0	20,426	134,816	\$82,915	3,421,087	12.0	414.3	10,202.7
Sister Bay - Goose & Twigs	\$147,561		13,417	9,888	0	-	45,414	\$5,839	79,520	2.2	17.6	399.1
533 E Walnut GB Census 2020	\$249,000		23,132	-	0	(473)	-	\$2,605	31,630	3.7	15.0	279.2
435 E Walnut- GB Press Gazette	\$249,000		65,291	-	0	75	-	\$3,814	230,282	3.7	49.8	899.8
Hotels International Chippewa	\$661,000	1.0	119,527	-	0	2,524	494,402	\$29,525	660,243	9.9	80.6	2,038.4
Hotels America - Stevens Point	\$900,000	1.3	137,297	-	0	4,620	802,264	\$63,890	930,477	13.5	128.5	3,766.5
Hartford Hotel	\$910,000	1.2	122,654	-	0	4,244	802,264	\$45,472	842,913	13.7	91.7	2,570.1
Drexel Hotel - TownePlace Suites	\$2,500,000	1.0	187,341	-	0	12,557	1,898,832	\$110,931	1,894,934	37.5	172.3	3,401.4
The Hotel Northland	\$8,759,000	1.3	1,080,099	-	0	138,763	5,257,331	\$453,946	17,561,749	131.4	1,554.6	38,470.0
Prestige Worldwide	\$249,500		30,740	-	0	(221)	-	\$2,868	82,789	3.7	22.1	432.6
The Edge Apartments	\$1,420,000	1.0	427,102	-	54	22,635	-	\$54,763	3,720,832	21.3	443.5	8,779.4
Fox Crossing Hotel	\$850,000	1.1	233,718	-	0	4,608	665,360	\$41,008	1,258,279	12.8	156.3	2,972.9
Weiskoph School Apartments	\$249,998		15,361	-	4968	-	-	\$2,134	52,414	3.7	8.7	224.0
Hilton Garden Inn, Brookfield Square	\$1,600,000	1.6	297,267	-	0	23,473	1,555,540	\$118,819	3,361,617	24.0	124.6	1,876.2
Home2Suites - 2155 Rimrock Rd.	\$1,500,000	1.2	129,830	-	0	20,712	624,309	\$90,840	2,514,198	22.5	208.3	4,176.2
818 Post Road	\$203,839		3,450	70,400	0	-	-	\$9,910	251,987	3.1	55.9	1,371.6
Velocity Mixed Use Property	\$232,996	1.0	24,232	-	0	1,038	-	\$5,206	186,462	3.5	23.9	477.0
The Waterloo Technology Center	\$249,000	3.2	189,745	-	1800	(1,740)	-	\$47,294	473,437	3.7	97.8	1,378.8
Uniroyal Property	\$355,000	1.8	336,443	-	62	5,300	-	\$70,698	1,677,991	5.3	282.9	3,041.6
The Hotel Retlaw	\$2,373,798	2.5	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	1.3	123,989	-	0	108,802	-	\$89,832	11,303,268	22.5	663.4	14,091.0