

**PROPERTY ASSESSED CLEAN ENERGY PROGRAM (PACE)
INTERLOCAL AGREEMENT BETWEEN FLORIDA GREEN FINANCE
AUTHORITY AND CITY OF JACKSONVILLE, FLORIDA**

This Property Assessed Clean Energy Program (PACE) Interlocal Agreement (the “Agreement”) is entered into this ____ day of _____, 2025, by and between the Florida Green Finance Authority, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes (the “Agency”), and City of Jacksonville, Florida, a municipal corporation and a political subdivision of the State of Florida (the “City”). Each of the above-referenced parties to this Agreement may be referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Sections 163.08 and 163.081 through 163.087, Florida Statutes, as may be amended from time to time (the “PACE Law”), authorize counties, municipalities and certain separate local government entities to establish and administer financing programs (“PACE Programs”) pursuant to which owners of residential and commercial real property may voluntarily obtain funding for, among other things, flood and water damage mitigation and resiliency, central sewerage system improvements, roof repair or replacement, replacing windows and doors, energy efficiency, renewable energy and wind resistance improvements (referred to and more specifically defined in the PACE Law as “Qualifying Improvements”), and repay such funding through special assessments, sometimes referred to as non-ad valorem assessments (“Assessments”), levied by the local governmental entity directly operating such program (referred to and defined in the PACE Law as “Program Administrator”) upon the improved property pursuant to financing agreements between the property owner and the Program Administrator (“Financing Agreements”); and

WHEREAS, the Agency is a separate legal entity and unit of local government within the State of Florida which was established by separate interlocal agreement between the municipalities of Lantana, Mangonia Park, West Palm Beach, Delray Beach, and Tequesta, for the express purpose of directly operating its PACE Program, and, as such, is a Program Administrator; and

WHEREAS, the PACE Law provides that the Agency may only offer its PACE Program to residential property (defined in the PACE Law as real property zoned as residential or multifamily residential and composed of four or fewer dwelling units within the jurisdiction of the City if the City has authorized by ordinance or resolution the Agency to administer its PACE Program; and

WHEREAS, the Agency has represented to the City that the installation of Qualifying Improvements may, among other things, increase energy efficiency, reduce homeowners’ insurance premiums, improve waste systems and improve the wind resistance of existing structures within the first urban services district of the City of Jacksonville; and

WHEREAS, the Agency has also represented to the City that existing financing options may be insufficient for property owners to access cost-effective financing for Qualifying Improvements due to requirements associated with traditional debt or equity financing options; and

WHEREAS, the PACE Law allows for the operation of a PACE Program by the Agency without cost to, assumption of liability by, or demand upon the credit of, the City; and

WHEREAS, pursuant to Ordinance 2025-__ E, adopted by the City Council of the City of Jacksonville (the “Council”) on _____, 2025 (the “Authorizing Ordinance”), in accordance with the PACE Law, and subject to, and in accordance with the requirements of, the PACE Law, applicable

general law, and the Authorizing Ordinance, including, but not limited to, the limitations provided for in the Authorizing Ordinance, the Council authorized the Program Administrator to execute this Agreement and to administer the Residential PACE Program within the first urban services district of the City of Jacksonville to finance specified Qualifying Improvements; and

WHEREAS, pursuant to, and in order to comply with, the Authorizing Ordinance, the Parties desire to enter into this Agreement, the form of which has been approved by the Council, to authorize the Agency to administer its PACE Program within the first urban services district of the City of Jacksonville (the "Agency Program") in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.
2. Definitions. Capitalized terms used in this Agreement shall have the meaning specified in this Agreement or as otherwise defined in the PACE Law.
3. Purpose. In accordance with the PACE Law, the purpose of this Agreement is to provide the terms, conditions and limitations pursuant to which the Agency is authorized to administer the Agency Program to finance specified Qualifying Improvements within first urban services district of the City of Jacksonville.
4. Agency Program.
 - (A) Authorization; Boundaries. In accordance with the requirements of the PACE Law, applicable general law, and the Authorizing Ordinance, including, but not limited to, the limitations provided for in the Authorizing Ordinance, the City authorizes the Agency to administer the Agency Program for Residential Property, as defined in the PACE Law, solely within the first urban services district of the City of Jacksonville to finance specified Qualifying Improvements.
 - (B) RESERVED
 - (C) Non-Exclusive. The Agency Program is non-exclusive, and the City specifically reserves the right to authorize any other Program Administrator to provide a PACE Program within the first urban services district of the City of Jacksonville pursuant to the PACE Law or create its own PACE Program under the PACE Law.
 - (D) Negative Covenant Regarding Program Activity. The Agency shall not include in any form of marketing or other activity regarding the Agency Program any information concerning the City that is not supplied in writing, or otherwise consented to, by the City expressly for inclusion therein.
 - (E) Financing Agreements. Before extending any financing or subjecting any real property to an Assessment, the Agency shall enter into a Financing Agreement with each participating property owner that qualifies for financing under the PACE Law, the Authorizing Ordinance, and the Agency Program. The form of the Financing Agreement shall comply with the PACE Law, the Authorizing Ordinance and this Agreement. The Financing Agreement shall include a thorough explanation of the Agency Program financing process and specify at what point in the process an Assessment will be added to the real property owner's property tax bill. The Agency

shall comply with the disbursement procedures provided for in Section 163.081(9), Florida Statutes.

(F) Administrative Responsibility. The Agency, not the City, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's Assessments. Such responsibility includes the Agency responding to any complaints or inquiries by property owners, lenders or others relating to Assessments, Financing Agreements, Qualifying Improvements, or any other aspect of the Agency Program. Moreover, the Agency recognizes that some lenders may require full repayment of Assessments upon resale or refinancing of a Residential Property subject to Assessments. The Agency agrees to provide written disclosure to all property owners of Residential Property prior to imposing an Assessment detailing the requirement that the property owner must provide the holder or loan servicer on any existing mortgage encumbering Residential Property written notice of the property owner's intent to enter into a Financing Agreement with the Agency. The Agency also agrees to provide written disclosure to all property owners of Residential Property advising them to contact their lender to update their escrow payments, if applicable, to include the new Assessment.

(G) Imposition of Assessments Pursuant to Financing Agreements.

(i) Upon execution by the property owner and the Agency of the Financing Agreement, the Financing Agreement or a summary or memorandum thereof shall be submitted for recording by the Agency within ten (10) business days after execution of the Financing Agreement and the three (3) business day cancellation period as required by the PACE Law. The recorded Financing Agreement, or summary or memorandum thereof, must provide constructive notice that the Assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(ii) RESERVED

(iii) Pursuant to the PACE Law, the Assessments must be collected pursuant to Section 197.3632, Florida Statutes, and are not imposed by the City, the Property Appraiser or the Tax Collector. The Assessments are levied and imposed solely by the Agency, and only then upon voluntary execution of a Financing Agreement by a property owner and the Agency in accordance with the PACE Law.

(H) Consumer Protection; Education; Disclosure

(i) Prior to the execution of a Financing Agreement for a Qualifying Improvement to Residential Property, the Agency shall provide each property owner with educational material and instructional content about the Agency Program. The educational material and instructional content provided by the Agency, which the Agency shall provide the City before executing any Financing Agreement for a Qualifying Improvement to Residential Property in the first urban services district of the City of Jacksonville, shall include, but not be limited to, the following:

- (a) The standard operating procedures of the Agency;
- (b) All disclosures as required by the Authorizing Ordinance, the PACE Law

and this Agreement;

- (c) Information on recourse options if the property owner is dissatisfied with the Qualifying Improvement(s) made to the property owner's real property;
- (d) Contact details for direct communication with the Agency regarding the administration of the Agency Program; and
- (e) Information on additional resources where the property owner can find more information regarding PACE Programs.

(ii) Prior to the Agency seeking execution of a Financing Agreement by a property owner for a Qualifying Improvement to Residential Property, the Agency shall provide each property owner with a PACE Consumer Disclosure Notice substantially in the form attached hereto as Exhibit A and by reference made part hereof and obtain an executed copy of such Notice from each property owner.

(iii) All materials and resources provided to property owners of Residential Property regarding the Agency Program, including the Agency's form of Financing Agreement, shall be accurately translated and provided to property owners in English and Spanish.

(I) Qualifying Improvement Contractor Registration. In accordance with the PACE Law, the Agency shall establish a process to register contractors for participation in the Agency Program.

(J) Agreements with Tax Collector and Property Appraiser. The Agency acknowledges that the City has no authority to bind the Tax Collector or the Property Appraiser, and the Agency will enter into separate agreement(s) with the Tax Collector and the Property Appraiser for the collection or handling of the Assessments to the extent required by Section 197.3632, Florida Statutes.

(K) Carbon or Similar Credits. To the extent permitted by law, in the event that the Agency's Financing Agreements or any other agreement pertaining to the Agency Program with a property owner provides for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements, any such carbon or similar mitigation credits derived from properties within the first urban services district of the City of Jacksonville shall be shared in equal parts between the Agency and the City.

5. Immunity; Indemnification.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the Parties shall apply to the officials, officers, agents or employees thereof when performing their respective obligations under the provisions of this Agreement.

(B) The Agency shall be solely responsible for, and shall indemnify, defend and hold harmless the City from, any and all damages, claims, and liabilities, including but not limited to attorneys' fees and costs, arising from, related to or associated with the Agency Program, including but not limited to, the Assessments, the Financing Agreements, and the Qualifying Improvements, and its administration thereof, and the negligence or intentional misconduct of the Agency relating to administration of the

Agency Program. Nothing in this Agreement is intended to inure to the benefit of any third-party or for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

6. Creation of State, County or Municipal Debts Prohibited. The Agency shall not be empowered or authorized in any manner to create a debt as against the State, any county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, any county or any municipality shall not be obligated to pay for any revenue bonds or debt obligations of the Agency or the interest thereon and that they are only payable from Agency revenues, and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds or debt obligations. The issuance of revenue bonds or debt obligations by the Agency shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation or other county or municipal revenues or to make any appropriation for their payment.
7. Term of Agreement. The term of this Agreement shall commence the later of execution by both Parties and filing with the Clerk of the Circuit Court of Duval County as provided in Section 21 of this Agreement and remain in effect until terminated.

8. Events of Default; Remedies.

(A) Events of Default.

Each of the following shall constitute an event of default ("Event of Default") on the part of the Agency:

1. The failure of the Agency to comply with each of the terms, covenants, conditions, obligations or provisions of this Agreement;
2. Fraud or material misrepresentation by the Agency with respect to any term or condition of this Agreement or the Agency Program.

(B) Remedies

1. In the event of the occurrence of an Event of Default, the City shall be entitled to pursue all rights and remedies available at law or in equity, including the right to terminate this Agreement as provided for in Section 9 of this Agreement.
2. The Parties agree that the City shall have the specific rights and remedies set forth in this Section 8. Such rights and remedies are in addition to and cumulative with any and all other rights or remedies, existing or implied, now or hereafter available to the City at law or in equity in order to enforce the provisions of this Agreement. Such rights and remedies shall not be exclusive, but each and every right and remedy specifically provided or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise of one or more rights or remedies shall not be deemed a waiver

of the right to exercise at the same time or thereafter any other right or remedy nor shall any such delay or omission be construed to be a waiver of or acquiescence to any Event of Default. The exercise of any such right or remedy by the City shall not release the Agency from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement.

9. Termination.

(A) Upon the occurrence of an Event of Default by the Agency, the City shall have the right to terminate this Agreement upon sixty (60) days' prior written notice. In such case, the Agency shall cease originating any new Assessments as of the date of receipt of such notice of termination. As of the effective date of such termination, the Parties shall have no further rights or obligations under this Agreement.

(B) Any Party may terminate this Agreement for convenience upon sixty (60) days' prior written notice.

(C) Any such termination by the City shall not preclude the Agency from enforcing Financing Agreements entered into by the Agency prior to the date the Agency receives a notice of termination, and collecting Assessments levied by the Agency prior to the date the Agency receives such notice of termination to the extent such Financing Agreements and Assessments are in accordance with the requirements of this Agreement, the PACE Law, applicable general law, and the Authorizing Ordinance.

10. Parties' Contacts. Each Party shall advise the other Party as to its primary point of contact under this Agreement and will advise the other Party of any changes to such contact within thirty (30) days of such change.

11. Agents of the Agency. The Agency shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement, the Authorizing Resolution, the PACE Law, and applicable law.

12. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, or by confirmed electronic mail, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to the Agency:
The Florida Green Finance Authority
c/o "Amity ""Mitty"" Bernard
701 Northpoint Parkway, Suite 205
West Palm Beach, Florida 33407
mittym@dalvislawteam.com

If to the City:
Chief Administrative Officer

City of Jacksonville
117 W. Duval Street, Suite 400
Jacksonville, FL 32202

With a Copy to:
General Council
Office of General Counsel
City of Jacksonville
117 W. Duval Street, Suite 480
Jacksonville, FL 32202

13. Amendments. No change, amendment, alteration, or modification in the terms and conditions contained in this Agreement shall be effective unless contained in a written document, executed with the same formality, and of equal dignity herewith by the Parties.
14. Construction. Each recital, covenant, agreement, representation and warranty made by a Party herein shall be fairly deemed to be material and to have been relied on by the other Party. The Parties have independently reviewed this Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the City or the Agency by reason of authorship.
15. Merger. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
16. Assignment. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.
17. Records. The Parties shall each maintain and provide access to their own respective records and documents associated with this Agreement, including the Agency's records regarding the Agency Program, in accordance with the requirements of applicable law.
18. No Third-Party Beneficiaries. It is the intent and agreement of the Parties that this Agreement is solely for the benefit of the Parties and no person not a party hereto shall have any rights or privileges hereunder.
19. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
20. Governing Law, Jurisdiction and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fourth Judicial Circuit in and for Duval County, Florida, or the United States District Court for the Middle District of Florida, as appropriate.

21. Filing of Agreement. This Agreement and any subsequent amendments thereto shall be filed by the Agency with the Clerk of the Circuit Court of Duval County, Florida, as provided by Section 163.01(11), Florida Statutes.
22. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
23. Use of JSEB-Approved Contractors: The Agency shall make a good faith effort to make registered certified Jacksonville Small and Emerging Businesses (JSEBs) as registered contractors for participation in the Agency Program. The Agency shall require any property owner utilizing the Agency Program to make a good faith effort to engage a contractor from the list of JSEB-approved contractors for the required services. If the property owner is unable to secure a suitable JSEB-approved contractor or if no JSEB-approved contractor offers the specific home improvement services needed, the property owner may proceed with hiring a non-JSEB contractor. Prior to entering into a PACE financing agreement, the property owner shall provide a written acknowledgment that he or she made a good faith effort to identify and secure a JSEB-approved contractor. The Program Administrator shall review and verify compliance with this requirement through a written acknowledgment from the Property Owner.
24. Reporting to City Council. Annually, before every November 1st, the Program Administrator shall submit its annual report, required per Section 163.087, Florida Statutes, to the City Council Finance Committee.
25. Residential PACE Program Oversight. Before entering into a Finance Agreement with a property owner, a Program Administrator must make each of the following findings based on a review of public records derived from a commercially accepted source and the property owner's statements, records and credit reports:
 - (1) There are sufficient resources to complete the project.
 - (2) The total amount of any non-ad valorem assessment for a Residential Property under the PACE Law does not exceed 20 percent of the just value of the property as determined by the property appraiser.
 - (3) The Financing Agreement does not utilize a negative amortization schedule, a balloon payment, or prepayment fees or fines other than nominal administrative costs.
 - (4) All property taxes and any other assessments, including non-ad valorem assessments, levied on the same bill as the property taxes are current and have not been delinquent for the preceding three years, or the property owner's period of ownership, whichever is less.
 - (5) There are no outstanding fines or fees related to zoning or code enforcement violations issued by the City, unless the Qualifying Improvement will remedy the zoning or code violation.
 - (6) There are no involuntary liens, including, but not limited to, construction liens on the Residential Property.

(7) No notices of default or other evidence of property-based debt delinquency have been recorded and not released during the preceding three years or the property owner's period of ownership, whichever is less.

(8) The property owner is current on all mortgage debt on the Residential Property.

(9) The property owner has not been subject to a bankruptcy proceeding within the last five years unless it was discharged or dismissed more than two years before the date on which the property owner applied for financing.

(10) The Residential Property is not subject to an existing home equity conversion mortgage or reverse mortgage product.

(11) The term of the Financing Agreement does not exceed the weighted average useful life of the Qualifying Improvements to which the greatest portion of funds disbursed under the Financing Agreement is attributable, not to exceed twenty (20) years.

(12) The total estimated annual payment amount for all Financing Agreements entered into on the Residential Property does not exceed ten percent of the property owner's annual household income. Income must be confirmed using reasonable evidence and not solely by a property owner's statement.

(13) Whether there are any current Financing Agreements on the Residential Property, or if the property owner has obtained or sought to obtain additional Qualifying Improvements on the same property that have not been recorded.

(14) The total cost of the Qualifying Improvement, including program fees and interest, is greater than \$2,500.

(15) The buildings or facilities are not under new construction or construction for which a certificate of occupancy or similar evidence of substantial completion of new construction or improvement has not been issued.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on this ____ day of _____, 2025.

ATTEST: THE FLORIDA GREEN FINANCE AUTHORITY:

By: _____ By: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____

ATTEST:

CITY OF JACKSONVILLE, a consolidated
political subdivision and municipal corporation existing under
the laws of the State of Florida

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Donna Deegan, Mayor

Exhibit A
PACE Consumer Disclosure Notice Form
Residential Property

The Property Assessed Clean Energy (PACE) Program is authorized by state statute and is used in Florida to finance energy efficient improvements, renewable energy improvements, flood and water damage mitigation and resiliency, central sewerage system improvements, roof repair or replacement, replacing windows and doors, and wind resistance improvements. PACE is privately financed and is **NOT** government sponsored program. Before participating in the PACE Program, please review the following information.

This project includes installation of _____. These improvements and the PACE assessment may or may not affect the overall value of the property.

Please read the following disclosure in its entirety and sign where applicable.

Financial Disclosures:

Estimated Total Amount Financed The amount of money financed.	
Term of Assessment (in years) The number of years that payments will be added to the property tax bill. Does not exceed the useful life of the improvements.	
Estimated Total Amount To Be Paid Over the Term of the Assessment Total estimated amount you will pay over the full term of the Assessment if you make all payments as scheduled, including the financed amount (product costs + upfront costs), interests (fixed interest rate, capitalized interest and effective rate of the interest charged APR), and administrative fees. Final amount may differ based on actual close date. Amount will decrease if prepayments are made.	
Fixed Simple Interest Rate The unchanging rate charged on the financed amount.	
Capitalized Interest The estimated amount of interest accrued between the estimated project completion date and the applicable tax roll deadline.	
Annual Percentage Rate (APR) The cost of your credit as a yearly rate. This represents your cost over the term of the financing, expressed as a rate. It is not your interest rate. This is also known as your effective rate of interest charged.	
Estimated Fees and Annual Fees Include but not limited to up-front fees - typically based on a percentage of project costs, administration, project, and assessment fees	
Estimated Annual Payment Amount may vary based on Assessment payment and annual administration fee. Final amount may differ based on close date.	
Total Estimated Property Tax Bill Amount to include both property taxes and non-ad valorem assessments, including the PACE assessment, and the amount of the previous year's total property tax bill prior to the PACE assessment.	

<p>Total Estimated Average Monthly Amount Necessary to Pay Property Tax Bill Amount to include the average monthly equivalent amount of funds needed to pay the annual property tax bill including the PACE assessment and PACE program fees.</p>	
<p>Estimated First Payment (First Tax Year) Your property tax bill will increase as the annual Assessment payment is added to your property tax bill. (NOTE: If your property has a mortgage, and you escrow your property tax payment, you should contact your lender to increase your monthly escrow payment so you do not incur a</p>	

negative escrow amount.) IMPORTANT NOTICE: PLEASE BE AWARE THAT THE TOTAL AMOUNT DUE ON YOUR PROPERTY TAX BILL FOR NON-AD VALOREM ASSESSMENTS WILL INCREASE AS A RESULT OF THE ADDED PACE ASSESSMENT. ADDITIONALLY, OTHER FACTORS SUCH AS CHANGES IN JUST VALUE AND MILLAGE RATES MAY ALSO AFFECT THE TOTAL AMOUNT DUE. YOU ARE ENCOURAGED TO REVIEW THESE POTENTIAL CHANGES TO UNDERSTAND THE FULL IMPACT ON YOUR PROPERTY TAXES.		
Current Value of Outstanding Mortgage(s) Total mortgage amount remaining	Property Value Property Value as assessed by the Property Appraiser	
The PACE Lien cannot exceed 20% of the just value of the property as determined by the Property Appraiser. Total Lien Amount/Appraised Property Value	The total estimated annual payment does not exceed 10% of the owner's annual household income Estimated Annual Payment/Annual Household Income	
See Section _____ on Page _____ of the Financing Agreement for the repayment process, terms amounts, and a schedule that fully amortizes the amount financed including the estimated annual PACE assessment.		

What is the Residential PACE program

The Residential Property Assessed Clean Energy (R-PACE) Program is a program authorized by Florida Statute to finance energy efficiency improvements and wind resistance improvements.

Is The PACE Program free for me?

No. The PACE program is not free. To participate in the PACE Program, you must meet the statutory requirements for financing Qualifying Improvements with the PACE Program. You owe the amount of the PACE assessment plus interest. The term of the PACE financing shall not exceed the useful life of the Qualifying Improvements made to your property. The PACE assessment will be collected in the same manner as your property taxes. Your annual assessment payment will appear on the property owner's tax bill. Failure to pay the annual PACE assessment payment may cause a tax certificate to be issued against the property, and failure of payment thereof may result in the loss of property subject to the PACE assessment through Tax Deed Foreclosure, including homestead property, in the same manner as failure to pay property taxes. When the assessment is paid off in full, the lien will be removed, and you will no longer see the line item on your property tax bill.

Please Initial to affirm that you have read and understand the above: _____ (Property Owner Initials)

Are there requirements that I need to meet for the financing?

Yes. State law requires that to be able to receive a PACE financing you must have paid all your property taxes and not have been delinquent for the last 3 years, that there are no involuntary liens on your home and no notices of default, and that you are current on your mortgage. Under state law, the PACE Program is required to confirm the estimated annual payment amount for all PACE financing agreements does not exceed 10% of the property owner's annual household income.

Do I repay the PACE funds monthly?

Maybe. Your PACE assessment payment is due with your annual property tax payment. If you do not have a mortgage, you will pay annually at the same time your property tax bill is due. If you have a mortgage, you are required to notify your lender of the PACE financing prior to executing a financing agreement. If your lender pays your property taxes through an escrow account you should advise your lender to increase your monthly escrow payment to include the annual assessment payment amount, The timing of the increase in your escrow payment may vary as some mortgage lenders may not make the adjustment until they receive

the first tax bill with the assessment. As a result, during the first year of the assessment, your escrow payments may increase significantly.

Do I pay interest for the financing?

Yes. PACE Programs charge interest over the repayment term you selected (up to 20 years). PACE Programs are only allowed to charge fixed interest rates, and variable or negative amortization financing terms are not permitted. Please review the Financing Estimate to see the interest rate applicable to your PACE assessment, which may be higher than other financing options available to you.

Are there other costs?

Yes. PACE Programs also charge property owners an up-front fee, typically based on a percentage of project costs, and may also include administration, project, and assessment fees as part of the annual payment, which is payable each year during the repayment term you selected. Additionally, delinquent tax fees may be incurred if property taxes are not paid by the due date. Additionally, delinquent tax fees may be incurred if property taxes, and PACE assessments are not paid by the due date. Please review the Financing Estimate to see the fees applicable to your PACE assessment.

Do I have any recourse if I am not happy with the improvements?

Maybe. PACE Program improvements must be installed by a qualifying improvement contractor licensed under applicable law and registered by the PACE Program administrator to participate in the PACE Program. Qualifying Improvement contractors are not the agents of the PACE Program administrators, and workmanship issues should be resolved directly with the qualifying improvement contractor. Each PACE Program administrator is required to establish a process to register qualifying improvement contractors to participate in the PACE Program.

For energy improvements, does the contractor have to give me an energy audit?

No. In general, an energy audit is not required to verify energy savings for improvements to your home financed through PACE. Any figures on energy savings given to you by a contractor should be independently verified by you.

Could I lose my property if I have trouble making the increased payment?

Yes. If you default on your PACE financing obligations by failing to pay your property taxes and the annual PACE assessment by the due date and before the annual Tax Certificate Sale, a tax certificate will be sold on the property. After two years of an unpaid tax certificate, your home could be forcibly sold through the Tax Deed Foreclosure process.

Can I refinance my home while I still am making payments to the PACE Program?

Maybe. PACE assessments may impede your ability to refinance your home loan or to receive a home loan modification because some lenders may refuse to enter into new loan terms on properties encumbered by PACE assessments. You may be required to prepay the PACE assessment in full as a requirement to refinancing.

Can I sell my home before I have paid off the PACE Program lien?

Maybe. The PACE assessment and the lien therefor runs with the property and becomes the responsibility of the buyer when you sell your home. But Fannie Mae, Freddie Mac and the Federal Housing Administration the Department of Veterans Affairs may not insure mortgages with PACE assessments. Other lenders are not required to accept PACE assessments. As a result, you may be required to prepay the PACE assessment in full as a requirement to selling your home.

Can I make additional, non-scheduled payments to reduce the balance or payoff the assessment? **Maybe.** You may repay any remaining amount owed, at any time, without penalty or imposition or additional prepayment fees or fines other than nominal administrative costs. You should inquire with the PACE Program administrator about making additional payments or paying off your balance early.

Can I cancel my PACE financing agreement?

Maybe. The property owner is guaranteed a three-day right to cancel the financing with the PACE Program administrator. The property owner must consult the contractor's home improvement contract, a separate contract between the property owner and the contractor, to cancel the project, Florida Statute 520.72 Cancellation of contract: "Every home improvement finance seller or home improvement seller shall furnish to the buyer a notice of the right to rescind the contract. Either party to a home improvement contract may cancel the contract by the exercise of the right to rescind until midnight of the third business day following the execution of the contract by giving notice to the other party by either certified mail or registered mail. The party invoking this section is not liable to the other for any damages incurred by cancellation under this section."

It is important that you protect yourself and your property so take your time before you sign. Ask for printed copy of all documents and read any documentation relating to the PACE financing **BEFORE YOU ALLOW ANYONE TO WORK ON YOUR HOME.** Make sure you understand the terms before you sign. Shop around and ask about other contractors that you may be able to use.

Completed by the Property Owner

I have read the above and I understand the information provided to me. I also understand there may be other financing options. I also acknowledge there may be other PACE contractors to choose from. Please initial one of the following:

1. I _____ (Property Owner(s)) attest that I have disclosed that I have entered into a previous PACE assessment at this property and seek to add an additional assessment which will not exceed the statutory requirements of the PACE program for this project.

OR

2. I _____ (Property Owner(s)) attest that I have not previously undertaken another PACE assessment or entered into a PACE Financing Agreement at this property and that I am not currently in the process of entering into a PACE Financing Agreement with another PACE provider.

For Property Owner

I have reviewed the PACE CONSUMER DISCLOSURE NOTICE.

Property Owner

Signature _____ Date _____

Property Owner Print

Full Legal Name _____

Phone Number (____) _____ Email _____

Physical Address _____	
_____	Parcel Number

For PACE Program Administrator	
I have reviewed the PACE CONSUMER DISCLOSURE NOTICE with the property owner listed above.	
_____	PACE
Program _____	
PACE Program Representative Signature _____ Date _____	