

**Colorado C-PACE NEID-COUNTY (AMENDED AND RESTATED PARTICIPATION AGREEMENT)**

**THIS AMENDED AND RESTATED PARTICIPATION AGREEMENT** (the “**Agreement**”) is made and entered into by and between **FREMONT COUNTY**, a body corporate and politic of the State of Colorado (the “**County**”), and the **COLORADO NEW ENERGY IMPROVEMENT DISTRICT**, an independent body corporate and politic of the State of Colorado established under C.R.S. § 32-20-104(1) (the “**District**”) (each a “**Party**” and collectively the “**Parties**”). This Agreement shall be effective as of the date of mutual execution hereof by the County and District (“**Effective Date**”). The Parties agree that on and after the Effective Date, this Agreement shall replace and supersede that certain Participation Agreement dated February 14, 2017 between the Parties (the “**Prior Agreement**”) in its entirety.

**RECITALS**

**WHEREAS**, C.R.S. §§ 32-20-101 *et seq.* (the “**Colorado C-PACE Act**” or the “**Act**”) established the District and a commercial property assessed clean energy (C-PACE) program (the “**C-PACE Program**”); and

**WHEREAS**, the C-PACE Program facilitates financing for clean energy improvements to commercial, industrial, multi-family, institutional and agricultural properties by utilizing a local assessment mechanism to provide security for repayment of the financing; and

**WHEREAS**, under C.R.S. § 32-20-105(1), the purpose of the District is “to help provide the special benefits of new energy improvements to owners of eligible real property who voluntarily join the district by establishing, developing, financing, and administering a new energy improvement program through which the district can provide assistance to such owners in completing new energy improvements”; and

**WHEREAS**, C.R.S. § 32-20-105(3) directs the District to “establish, develop, finance, and administer” the C-PACE Program but stipulates that the C-PACE Program may only operate in a given county if the board of county commissioners of the county has adopted a resolution authorizing the District to conduct the program within the county; and

**WHEREAS**, the Board of County Commissioners of the County (the “**BOCC**”) has adopted a resolution in the form attached hereto as **Exhibit A**, re-authorizing the District to conduct the C-PACE Program within the County and authorizing the County to enter into this Agreement with the District; and

**WHEREAS**, the BOCC desires to authorize the C-PACE Program for commercial properties only commencing on the Effective Date,

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the C-PACE Act, it is hereby agreed as follows:

**Section 1. Definitions.**

- (a) “**BOCC**” means the Board of County Commissioners of Fremont County, Colorado.

- (b) “**C-PACE Assessment**” means the C-PACE assessment authorized by the Act, and as further defined at C.R.S. § 32-20-103(14).
- (c) “**Commercial Building**” means any real property other than a residential building containing fewer than five dwelling units.
- (d) “**New Energy Improvement**” means one or more energy efficiency improvements or renewable energy improvements, or both, made to Participating Property that will reduce the energy or water consumption of or add energy produced from renewable energy sources with regard to any portion of the Participating Property, as specified in the C-PACE Act and in the Program Guidelines.
- (e) “**Participating Property**” means a Commercial Building that has been approved by the District to participate in the C-PACE Program.
- (f) “**Program Guidelines**” means the rules, regulations and guidelines promulgated by the District to implement the C-PACE Program pursuant to the C-PACE Act, as the same may be amended or supplemented from time to time.

**Section 2. Obligations of the District.**

- (a) Program Requirements. Pursuant to the C-PACE Act, the District:
  - (1) shall develop Program Guidelines governing the terms and conditions under which private financing will be made available to the C-PACE Program, and may serve as an aggregating entity for the purpose of securing state or private third-party financing for New Energy Improvements pursuant to the Act; and
  - (2) shall receive and review applications submitted by property owners within the County for financing of New Energy Improvements, including the receipt and review of a *Project Pre-qualification Submission Form* in substantially the form attached to this Agreement as **Exhibit B** (“PQS Form”), and approve or disapprove such applications in accordance with the Program Guidelines and underwriting procedures and requirements established by the District, as the same may be amended from time to time.
- (b) Project Requirements. If a property owner requests financing through the C-PACE Program for energy improvements under the C-PACE Act, the District shall:
  - (1) impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose and requirements of the C-PACE Act;
  - (2) refer each PQS Form received by the District to the County Administrator or his or her designee for review by the BOCC in accordance with Section 3(a) below; and
  - (3) provide the notification required by C.R.S. § 32-20-106(3) of the C-PACE Act prior to imposing a special C-PACE Assessment on any Participating Property.
- (c) Assessment and Financing Agreement for Project.
  - (1) The District and the party providing the financing (the “**Capital Provider**”) will enter into an Assessment and Financing Agreement with the owner of

Participating Property (the “**Assessment & Financing Agreement**”). The Assessment & Financing Agreement shall clearly state the amount of the C-PACE Assessment to be levied against the Participating Property. The District and the Capital Provider shall disclose to the property owner the costs and risks associated with participating in the C-PACE Program, including risks related to the failure of the property owner to pay the C-PACE Assessment provided for in the Assessment & Financing Agreement. The District and the Capital Provider shall disclose to the property owner the effective interest rate on the C-PACE Assessment, including program application and other fees and charges imposed by the District to administer the C-PACE Program, fees charged by the Treasurer for collection, as well as any fees charged by the Capital Provider, and the risks associated with variable interest rate financing, if applicable. The property owner must be informed that each New Energy Improvement, regardless of its useful life, will be bundled with other such improvements on the Participating Property for purposes of assessment and paid for over the assessment term.

(d) Establish C-PACE Assessments and Assessment Units.

(1) With respect to each C-PACE Assessment placed on a parcel of Participating Property, the District shall determine the amount of the C-PACE Assessment and establish the appropriate special assessment units and specify the method of calculating the C-PACE Assessment for each Participating Property. The District’s Board of Directors shall approve the specifics of the applicable C-PACE Assessment including, without limitation, the amount of the C-PACE Assessment, term, interest rate and repayment dates, which approval shall be set out in an assessing resolution (a “**Resolution**”). In no event shall the amount of any C-PACE Assessment exceed the value of (a) the special benefit provided to the Participating Property, or (b) the Participating Property, as provided in C.R.S. § 32-20-106(1). Costs incurred for any property not approved to participate may not be included in a certified assessment roll.

(2) The District shall cause to be prepared and certified under the District’s corporate seal to the County Treasurer annually no later than December 1<sup>st</sup> of each year a District assessment roll for each Participating Property in a form determined by the District and acceptable to the County Treasurer. Such assessment roll shall specify for the Participating Property to which it pertains the amount of each installment of principal and interest (if the C-PACE Assessment is payable in installments), provided that each installment will become due on the date or dates that the Participating Property taxes are payable under C.R.S. Section 39-10-104.5(2) (which states in part “property taxes may be paid in full or in two equal installments, the first such installment to be paid on or before the last day of February and the second installment to be paid no later than the fifteenth day of June.”), and C.R.S. 39-10-104.5(3)(b) (which states in part “if the full amount of the of taxes is paid in a single payment on or before the last day of April, then no delinquent interest shall accrue on any portion of the taxes.”), and the date on which the assessment is expected to be satisfied in full. Once the C-Pace Assessment roll for each participating property is certified to the County Treasurer, the Assessment installments become part of the property tax on each participating property and

payment will be collected as required by C.R.S. 39-10-104.5(2) and C.R.S. 39-10-104.5(3)(b).

- (e) Filing Assessment with County Clerk & Recorder. The District shall transmit to the County Clerk and Recorder for recording copies of each Resolution and certified assessment roll affecting Participating Properties located in the County, as specified in C.R.S § 32-20-107(2). After recording the Resolution and certified assessment roll, the County Clerk and Recorder shall file a copy of each Resolution and certified assessment roll with the County Assessor.

**Section 3. Obligations of the County.**

- (a) Review of PQS Form(s). Upon receiving a completed PQS Form from the District, as required by Section 2(b)(2) above, the County Administrator or his or her designee shall schedule the consideration of the PQS Form by the BOCC at a regular business meeting or special meeting within fourteen (14) calendar days following receipt of the PQS Form from the District. Following the consideration of the PQS Form by the BOCC, the BOCC shall: (1) authorize the District to continue with the processing of the project application described in the PQS Form in accordance with the Program Guidelines and underwriting procedures and requirements established by the District, with or without conditions as may be determined by the BOCC; or (2) request that the District not continue with the processing of the project application described in the PQS Form. The decision of the BOCC shall be communicated to the District by the County Administrator or his or her designee in writing (at the addresses set forth in Section 6(d) below) within three (3) business days following said decision. If the County Administrator fails to notify the District of the BOCC's direction on a specific PQS Form within thirty (30) calendar days following the District's delivery of the PQS Form to the County Administrator in accordance with Section 2(b)(2) above, the PQS Form shall be deemed approved and the District shall be authorized to continue with the processing of the project application described in the PQS Form in accordance with the Program Guidelines and underwriting procedures and requirements established by the District.

(b) Billing of C-PACE Assessment. Upon receiving the certified assessment rolls from the District, the County Treasurer shall add the amounts required to be paid by owners of the Participating Properties burdened by such C-PACE Assessments specified on such rolls to the property tax bills of the respective Participating Properties. The County acknowledges and agrees that as of the Effective Date, there are C-PACE Assessments currently being collected against two (2) properties in the County<sup>1</sup>.

(c) Billing and Collection; Payment to the District.

(1) As specified in Section 3(a), the County shall bill the C-PACE Assessments in the same manner and at the same time as it bills its real property taxes. The C-PACE Assessment payments shall be a separate clearly defined line item and shall be due on the same dates as the County's real property taxes. The property taxes and assessment payments must be paid in full; no partial payments will be accepted except as described in C.R.S. § 39-10-104.5(2).

(2) Billed C-PACE Assessment amounts shall be collected in the same manner and at the same time as the property taxes of the County on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies, and lien priorities as provided in Section 32-20-107(1) of the Act. Interest shall be collected at the rate specified in C.R.S. § 5-12-106(2) and (3), in accordance with C.R.S. § 32-20-106(7), as may be amended. Penalties and interest on delinquent C-PACE Assessments shall be charged in the same manner and rate as the County charges for delinquent real property taxes.

(3) The County Treasurer shall remit all amounts collected with respect to the C-PACE Assessments within any calendar month to the District in same manner as taxes are distributed accordance with C.R.S. §39-10-107(1)(a) less the County Collection Fee described in Section 3(d) of this Agreement. The County will provide monthly collection reports to the District, and the District, at its own expense, shall have the right to audit the records relating to the C-PACE Assessments upon reasonable notice at reasonable times. The District and County agree to provide each other with such reasonable information as they may request, and the District and the County agree to provide such information in an electronic format satisfactory to the other.

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<sup>1</sup>

| <u>AIN/Parcel ID</u> | <u>Account Number</u> | <u>Property Owner</u>      | <u>Situs Address</u>                         |
|----------------------|-----------------------|----------------------------|--|
| 61008010             | R021173               | 200 South Pikes Limited    | 200 South Pikes Peak Ave, Florence, CO 81226 |
| 3821321404001        | R014315               | Unbridled Holdings III LLC | 631 Main St, Canon City, CO 81212            |

- (d) County Collection Fee. The County Treasurer shall retain a collection fee as specified in C.R.S. § 30-1-102(1)(c) for each C-PACE Special Assessment and delinquencies that it collects as part of the program.
- (e) Collection of Delinquent Payments. In the event of the failure by the owner of the Participating Property to pay the installment due on a C-Pace Assessment, the County Treasurer shall advertise and sell the assessed eligible real property tax lien in accordance with Title 39, C.R.S. Advertisements and sales shall be made at the same times, in the same manner, under all the same conditions and penalties, and with the same effect as provided by general law for sales of real estate tax liens in default of payment of the general property tax. The sales proceeds up to the amount in the certified assessment roll, less the County Collection Fee described in Section 3(d) of this Agreement and any other statutorily imposed fees required to be paid to the County shall be forwarded to the District.
- (f) Promotion of Program; Assistance for District Financing. The County shall use good faith efforts to assist the District in local marketing efforts and outreach to the local business community to encourage participation in the C-PACE Program, such as including C-PACE Program information on the County's website, distributing an informational letter from appropriate County officials to local businesses regarding the program, and conducting one or more business roundtable events.

#### **Section 4. Term and Termination.**

The term of this Agreement shall commence on the Effective Date. This Agreement shall be in full force and effect until all of the C-PACE Assessments have been paid in full or deemed no longer outstanding. As set forth above, this Agreement shall replace and supersede the Prior Agreement in its entirety as of the Effective Date. The BOCC may subsequently adopt a resolution deauthorizing the District from conducting the C-PACE Program within the County. However, if the BOCC adopts a deauthorizing resolution, the County shall continue to meet all of its obligations as required by this Agreement and C.R.S. § 32-20-105(3) as to program financing obligations existing on the effective date of the deauthorization until any and all C-PACE special assessments within the County have been paid in full and remitted to the District.

#### **Section 5. Default.**

Each Party shall give the other Party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting Party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other Party of the actual cure of any such default. The Parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance.

#### **Section 6. Miscellaneous Provisions.**

- (a) Amendment and Termination.

After the District sells and issues its bonds, notes or other obligations (or a third party capital provider provides funds) to finance the costs of any C-PACE project, this Agreement may

not be amended or terminated by the Parties without the prior approval of the holders of the District's bonds, notes or other obligations (or such third party capital provider, as applicable), which approval shall be obtained in accordance with the indenture or other documents entered into by the District in connection with such financing.

(b) Severability.

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(c) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

(d) Notices.

All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

If to the County:

Fremont County  
c/o County Administrator  
615 Macon Ave., Room 105  
Cañon City, CO 81212  
Email: [tony.carochi@fremontco.com](mailto:tony.carochi@fremontco.com)

With a Copy to:

Fremont County Attorney  
c/o Eric Bellas  
615 Macon Ave., Room 211  
Cañon City, CO 81212  
Email: [eric.bellas@fremontco.com](mailto:eric.bellas@fremontco.com)

If to the District:

Colorado New Energy Improvement District  
c/o Colorado Energy Office  
1600 Broadway, Suite 1960  
Denver, Colorado 80202  
Attention: Chairman of the Board

With a Copy to:

Michow Guckenberger McAskin LLP  
Attn: Marcus McAskin  
5299 DTC Blvd, Suite 300  
Greenwood Village, Colorado 80111  
Email: [marcus@mcm-legal.com](mailto:marcus@mcm-legal.com)

(e) Amendment.

Except as otherwise set forth in this Agreement, any amendment to any provision of this Agreement must be in writing and mutually agreed to by the District and the County.

(f) Applicable Law and Venue.

This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Colorado. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the district courts of the County, the State of Colorado.

(g) Entire Agreement.

This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement. In the event of any conflict between the Program Guidelines and this Agreement, the terms of this Agreement shall control.

(h) Headings.

The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(i) Changes in Law or Regulation.

This Agreement is subject to such modifications as may be required by change in federal or Colorado state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and made a part of this Agreement on the effective date of such change, as if fully set forth herein. Headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(j) Third Party Beneficiaries.

It is specifically agreed among the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain any claim under this Agreement. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

(k) No Waiver of Rights.

A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.



(l) No Waiver of Governmental Immunity.

Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the County or to the District, their officials, employees, contractors, or agents, or any other person acting on behalf of the County or the District and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

(m) Independent Entities.

The Parties shall perform all services under this Agreement as independent entities and not as an agent or employee of the other Party. It is mutually agreed and understood that nothing contained in this Agreement is intended, or shall be construed as, in any way establishing the relationship of co-partners or joint ventures between the Parties hereto, or as construing either Party, including its agents and employees, as an agent of the other Party. Each Party shall remain an independent and separate entity. Neither Party shall be supervised by any employee or official of the other Party. Neither Party shall represent that it is an employee or agent of the other Party in any capacity.

*[signature pages follow].*

**IN WITNESS WHEREOF**, the County and the District have each caused this Agreement to be executed and delivered as of the date(s) indicated below:

**FREMONT COUNTY**

By: \_\_\_\_\_

Name: Dwayne McFall

Title: Chairman, Board of County Commissioners

Date of execution: \_\_\_\_\_, 2024

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
County Attorney

**COLORADO NEW ENERGY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Michael Turner, Chairman of the Board

Date of execution: \_\_\_\_\_, 2024

ATTEST:

\_\_\_\_\_  
Eric Cowan, Recording Secretary

**Exhibit A  
County Resolution**

**RESOLUTION NO. \_\_\_\_\_**

**A Resolution Concerning the Re-Authorization of the Colorado New Energy Improvement District to Conduct its New Energy Improvement Program, called Colorado Commercial Property Assessed Clean Energy (C-PACE), within Fremont County (“County”)**

WHEREAS, C.R.S. §§ 32-20-101 *et seq.* establishes the Colorado New Energy Improvement District (the “District”) and provides for the creation of a new energy improvement program, which the District has named “C-PACE” or the Colorado Commercial Property Assessed Clean Energy program; and

WHEREAS, pursuant to C.R.S. § 32-20-105(3), the District may only conduct the C-PACE program in the County if the Board of County Commissioners (“Board”) authorizes it do so by resolution; and

WHEREAS, the Board previously authorized the District to conduct the C-PACE program in the County by Resolution 14, Series of 2017 dated February 14, 2017 (recorded at reception # 947482); and

WHEREAS, the Board de-authorized the C-PACE program in the County by Resolution 8, Series of 2023 dated February 14, 2023 and recorded at reception R-2023-008 in the County records; and

WHEREAS, the Board desires to re-authorize the District to conduct the C-PACE program in the County; and

WHEREAS, the District and County have agreed on the terms of that certain Amended and Restated C-PACE NEID-County Participation Agreement in the form attached hereto (the “Participation Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the Fremont County Board of County Commissioners that the Colorado New Energy Improvement District shall be re-authorized to conduct the C-PACE program in the County in accordance with the Participation Agreement.

BE IT FURTHER RESOLVED that the Board hereby: (a) adopts the above recitations as findings of the Board; (b) authorizes the County Attorney, in consultation with the Chair of the Board, to make such changes as may be needed to the Participation Agreement in order to correct any nonmaterial errors or language that do not materially increase the obligations of the County; (c) authorizes the Chair to execute the Participation Agreement following review and approval by the County Attorney; and (d) authorizes County Staff to execute any and all other necessary letters, orders, or documents as may be required to facilitate the successful implementation of the CoPACE program in the County.

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2024, at a regularly scheduled meeting of the Fremont County Board of County Commissioners.

\_\_\_\_\_  
Debbie Bell, Commissioner

\_\_\_\_\_  
Kevin Grantham, Commissioner

\_\_\_\_\_  
Dwayne McFall, Commissioner

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
County Attorney

**Exhibit B**  
***Project Pre-qualification Submission Form***  
(attached)



# Project Pre-qualification Submission Form

Welcome to Colorado C-PACE! We're delighted you're considering the C-PACE program to finance your project. To get started, simply submit this completed Pre-qualification Submission Form (PQS) and any attachments to [service@copace.com](mailto:service@copace.com).

Before you fill out this form, remember that to be eligible for the Colorado C-PACE program, a property must:

- Be located in a [participating C-PACE county](#)
- Require financing for [eligible energy improvements](#)
- Be current on property taxes and municipal assessments
- Not be in bankruptcy or mortgage default
- Be used for commercial, industrial, or agricultural purposes

Questions? Contact the Colorado C-PACE program manager via the toll-free number 877.325.1882 or [info@copace.com](mailto:info@copace.com).

## I. CONTACT INFORMATION

Name \_\_\_\_\_  
Company name \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ ZIP Code \_\_\_\_\_

I am a:

- |   |  |
|---|--|
| <input type="checkbox"/> Building owner                       | <input type="checkbox"/> Capital provider      |
| <input type="checkbox"/> Building/property manager            | <input type="checkbox"/> Real estate developer |
| <input type="checkbox"/> Contractor/auditor/project developer | <input type="checkbox"/> Other: _____          |

Project type:

- |   |  |
|---|--|
| <input type="checkbox"/> Existing building retrofit | <input type="checkbox"/> New construction                |
|   | Is there any plan to subdivide the property?             |
|   | <input type="checkbox"/> Yes <input type="checkbox"/> No |

## II. PROPERTY INFORMATION

Name of property owner (building owner's corporate identity) \_\_\_\_\_

Property name and address

Name \_\_\_\_\_

Street Address 1 \_\_\_\_\_

Street Address 2 \_\_\_\_\_

City \_\_\_\_\_

State Colorado Zip \_\_\_\_\_

County assessor parcel number \_\_\_\_\_

Gross square footage \_\_\_\_\_ Year built \_\_\_\_\_

When was the property acquired by the current owner? \_\_\_\_\_

Property type:

- |   |  |
|---|--|
| <input type="checkbox"/> Healthcare facility (inpatient)  | <input type="checkbox"/> Nonprofit (school, religious/worship) |
| <input type="checkbox"/> Healthcare facility (outpatient)   | <input type="checkbox"/> Office                                |
| <input type="checkbox"/> Hotel  | <input type="checkbox"/> Retail                                |
| <input type="checkbox"/> Industrial/manufacturing   | <input type="checkbox"/> Warehouse/storage                     |
| <input type="checkbox"/> Multifamily with five or more units<br>if multifamily, # of units: _____ | <input type="checkbox"/> Other _____                           |

## III. MORTGAGE INFORMATION

Does the owner have clear title to the property with no encumbrances?

- Yes  
 No

After confirming property eligibility, the C-PACE program administrator will request documentation evidencing commitment of title insurance issued by a licensed Colorado title insurance company.

Is there a mortgage on the property?

- Yes    If yes, are mortgage payments current?    Yes    No  
 No



Is the existing mortgage an SBA loan?

- Yes If yes, the mortgage is a: 504 7a
- No

Mortgage company name \_\_\_\_\_

Mortgage company contact \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Mortgage closing date \_\_\_\_\_

Principal outstanding \_\_\_\_\_

Term \_\_\_\_\_

Monthly payment \_\_\_\_\_

Interest rate \_\_\_\_\_

Fixed or variable? \_\_\_\_\_

Amortization schedule \_\_\_\_\_

Balloon payment date \_\_\_\_\_

What is the property's:

Assessed value \_\_\_\_\_

Appraised value \_\_\_\_\_

Assessment year \_\_\_\_\_

Appraisal year \_\_\_\_\_

Are there any outstanding tax liens or notices of default?

- Yes
- No

#### IV. PROJECT INFORMATION

What type of improvements will be financed?

- Energy efficiency upgrade(s)
- Renewable energy system(s)
- Resiliency improvement(s), e.g. fire resistance, flood protection
- New Construction -- meet 2018 IECC
- New Construction -- exceed 2018 IECC by 5% in terms of energy performance
- New Construction -- meet or exceed 2021 IECC

Describe the energy efficiency measures and/or renewable energy system(s) in the proposed project:

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What is the estimated amount to be financed through C-PACE? \$ \_\_\_\_\_

Is this project seeking retroactive financing (projects completed within the last three years)\*?

- Yes
- No

Have you selected a Colorado C-PACE registered contractor to design the project and perform the analysis?

- Yes
- No

If yes:

Company name \_\_\_\_\_ Contact name \_\_\_\_\_  
Email \_\_\_\_\_ Phone \_\_\_\_\_

Have you selected a Colorado C-PACE qualified capital provider to finance the project?

- Yes
- No

If yes:

Company name \_\_\_\_\_ Contact name \_\_\_\_\_  
Email \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_  
Property owner signature (required)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property owner printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company address

\* Retroactive financing is available for new construction and gut rehab projects completed within three years from the certificate of occupancy. Please provide a copy of the certificate of occupancy with this form for projects seeking retroactive financing. Improvements on existing buildings (retrofits) can be financed as long as new improvements are also being financed, and previous improvements do not represent more than 35% of the total finance amount