



**Port Authority of the City of Saint  
Paul  
Property Assessed Clean Energy  
Program (PACE OF MN)  
APPLICATION, PETITION  
FOR SPECIAL ASSESSMENTS,  
AND SPECIAL ASSESSMENT  
AGREEMENT**

Saint Paul Port Authority  
850 Lawson Commons  
380 St. Peter Street  
Saint Paul, MN 55102  
(651) 224-5686  
(651) 223-5198 (fax)  
[www.sppa.com](http://www.sppa.com)

REV 6/11/15

File No. \_\_\_\_\_.

The Property Assessed Clean Energy Program ("PACE OF MN") administered by the Saint Paul Port Authority (the "Port Authority") provides a financing mechanism for the installation of energy efficiency and conservation improvements that are permanently fixed to eligible properties ("Improvements"). The undersigned applicant(s) hereby submits the following application for financing and petition for special assessments in accordance with Minnesota Statutes Sections 216C.435 and 216C.436, Chapter 429 and the PACE OF MN.

### SECTION 1. Eligibility Requirements

- Applicant(s) is/are legal owner of the property described in the Application (the "Property").
- Property is developed and located within the City of St. Paul ("City") and County of Ramsey ("County").<sup>1</sup>
- Property Owner is current on all mortgage(s). All lenders have signed the Lender Acknowledgment form for PACE OF MN Financing.
- Property Owner is not in bankruptcy and the property is not an asset in a bankruptcy proceeding.
- There are no federal or state income tax liens, judgment liens, or similar involuntary liens on the Property.
- Applicant(s) has/have provided all requested financial information to the Port Authority.
- Improvement costs are reasonable for the scope of the proposed Improvements and in relation to Property value.
- Requested Financing Amount does not exceed the lesser of 20 percent of the Property Market Value or the actual cost of installing the Improvements, including the cost of necessary equipment, materials, and labor, the costs of energy audit or renewable energy feasibility study, and the cost of verification of installation, less the value of expected rebates.
- Term of financing requested does not exceed the weighted average of the useful life of the Improvements.
- Applicant(s) has/have obtained an energy audit or renewable energy feasibility study on the Property.

For Further information on eligibility requirements, see the Administrative Guidelines and Financing Summary, or contact the Port Authority at \_\_\_\_\_.

<sup>1</sup> Revise as needed if special assessments are to be levied by a county or town.

For Office Use Only	
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[Date Stamp]	By: _____

**SECTION 2. Applicant Information**

PROPERTY OWNER(S) LEGAL NAME(S) AS THEY APPEAR ON PROPERTY TAX RECORDS		
OWNER 1 <i>Capital City Properties</i>	LAST 4 DIGITS OF SSN OR TIN <i>41-1750345</i>	LIST ALL PARCEL #'s OWNED BY APPLICANT <i>062822120098</i>
<i>(*)</i> OWNER 2 <i>Go Wild, LLC (Licensee)</i>	LAST 4 DIGITS OF SSN OR TIN <i>81-2695884</i>	LIST ALL PARCEL #'s OWNED BY APPLICANT <i>See above</i>
OWNER 3	LAST 4 DIGITS OF SSN OR TIN	LIST ALL PARCEL #'s OWNED BY APPLICANT
OWNER 4	LAST 4 DIGITS OF SSN OR TIN	LIST ALL PARCEL #'s OWNED BY APPLICANT

**PROPERTY OWNER(S) TYPE (Check all that apply)**

<input type="checkbox"/> Individual(s) / Joint Tenants/ Common Property (Not in Trust)	<input checked="" type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Trust / Trustees / Living Trust	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other (Please specify)

**PROPERTY OWNER CONTACT INFORMATION**

NAME	E-MAIL ADDRESS	DAYTIME TELEPHONE NUMBER
<i>Brenda Kyle</i>	<i>b1k@sppa.com</i>	<i>651 204 6241</i>
<i>Randy McKay</i>	<i>randy@hempelcompanies.com</i>	<i>612 355 2652</i>

**PHYSICAL PROPERTY ADDRESS (Site of Improvements)**

STREET ADDRESS	CITY	STATE	ZIP
<i>396 Wabasha St.</i>	<i>St. Paul</i>	<i>MN</i>	<i>55101</i>

**SECTION 3. Property Information**

PROPERTY TYPE
<input checked="" type="checkbox"/> Commercial/Industrial
<input type="checkbox"/> Apartments (four unites or more)

*(\*)* The property is currently being Licensed to, and will be contributed to, Go Wild LLC prior to closing / Funding PACE.

**SECTION 4. Proposed Improvement Project Information**

**PROPOSED IMPROVEMENT PROJECT (Attach additional page(s) if necessary.)**

1. DESCRIPTION OF IMPROVEMENT		TRACK FOR PARTICIPATION (CHECK ONE)	
Efficient HVAC, insulation, electrical systems, lighting, elevator modernization, etc.		<input type="checkbox"/> Solar <input checked="" type="checkbox"/> Energy <input type="checkbox"/> Custom Measure <b>Efficiency</b>	
		PROPOSED IMPROVEMENT COST \$ 6,740,000+	(-) LESS REBATE \$ —
2. NAME OF CONTRACTOR		ADDRESS OF CONTRACTOR	
Various			

**EVIDENCE OF ENERGY AUDIT OR RENEWABLE ENERGY SYSTEM FEASIBILITY STUDY (attach)**

**SECTION 5. Request for Financing**

**REQUESTED FINANCING AMOUNT**

A. Construction contract(s) (bid Price for cost of materials less any applicable rebates), excluding permit fees (attach copy): \$ 8,000,000++

B. Costs of energy audit or feasibility study \$ \_\_\_\_\_

C. Professional services (Appraisal, drafting, engineering, project management and/or plan preparation costs): \$ \_\_\_\_\_

D.  Permit Fee: \_\_\_\_\_  Permit included in bid \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

**Requested Financing Amount: \$ 6,740,000** <sup>Ⓢ</sup>

Minimum amount is \$2500

<sup>Ⓢ</sup> maximum of 20% of minimum Assessment Agreement

**SECTION 6. Petition for Assessment**

We hereby acknowledge that we will be obligated to pay the assessments when due. The assessment and the interest and any penalties thereon will constitute a lien against the Property until they are paid, even if I(we) sell the Property to another person. I(we) understand that assessment installments together with the interest on the assessment will be collected on my/our property tax bill in the same manner and at the same time as property taxes and will be subject to the same penalties, remedies, and lien priorities as for property taxes in the event of delinquency, including foreclosure. I(we) waive any and all procedural and substantive objections to the installation of the Improvements and the special assessments, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. I(we) waive any appeal rights otherwise available pursuant to M.S.A. § 429.081.

The City or County will assess the cost of the improvements as a special assessment against the Property in accordance with the City's or County's charter, code, or ordinances regulating assessments.

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The Assessment will carry a term of five or ten years and will be certified by the City or County annually to County for collection with Owner's property taxes. Owner may choose to prepay all or a portion of the assessment directly to the City or County at any time during the term of the Assessment. All principal amounts certified annually will carry interest amounts calculated on a fixed interest rate of 4.5%, as established by the Port Authority prior to ratification of the Assessment by the City or County.

**REQUESTED ASSESSMENT REPAYMENT PERIOD**

Payment Period: 20 years (The minimum amount for a PACE OF MN Assessment is \$2,500 and can not exceed a term of 20 years).

**SECTION 7. Current Mortgage Financing (Attach copy of Mortgage Statement)**

1.	Name and Address of Mortgage Lender: <i>None, however we anticipate one prior to funding</i>
2.	Outstanding Principal Balance:

**SECTION 8. Declarations**

By signing this Application the undersigned hereby declares under penalty of perjury under the laws of the State of Minnesota all of the following:

1. I am/We are the current owner of record of the property described herein (the "Property").
2. The Property is not currently involved in a bankruptcy proceeding.
3. I/We are current on any mortgage or other loan secured by the Property.
4. I/We and the Property meet the eligibility requirements listed in Section 1.
5. I (we) waive any and all procedural and substantive objections to the installation of the Improvements and the special assessments, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. I (we) waive any appeal rights otherwise available pursuant to M.S.A. § 429.081.
6. That (i) the information provided in, or in connection with, this Application is true and correct as of the date set forth opposite my/our signature(s) on this Application and (ii) that I/we understand that any intentional or negligent misrepresentation(s) of the information contained in this Application, or provided in connection with this Application, may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both and liability for monetary damages to the Port Authority of the City of Saint Paul ("Port Authority"), any lender providing financing for the Improvements described herein, their agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made in this Application.
7. I/We agree that the selection of any product(s), equipment, and measures referenced in this Application (the "Improvements"), the selection of any manufacturer(s), dealer(s) supplier(s), contractor(s) and installer(s), and the decision regarding the purchase, installation and ownership/maintenance of the Improvements is(are) my(our) sole responsibility and that I/We have not relied upon any representations or recommendations of the Port Authority, its agents, representatives, assignees, or employees, in making such selection or decision, and that my manufacturer, dealer, supplier, contractor or installer of the Improvements is not an agent, employee, assignee or representative of the Port Authority.

8. Owner agrees that any review and approval of the Improvements by a City, County, State or governmental department is granted only in its capacity of administering and enforcing existing relevant codes. Any such approval is only as to compliance with the codes and does not create a special duty to the Owner nor establish a warranty of quality of materials and workmanship.
9. I/We understand that the Port Authority makes no warranty, whether express or implied, with respect to the choice, use or application of the Improvements, including without limitation, the implied warranties of merchantability and fitness for any particular purpose, use or application of the Improvements.

I/We agree that the Port Authority has no liability whatsoever concerning (i) the quality or safety of any Improvements, including their fitness for any purpose, (ii) the estimated energy savings produced by or performance of the Improvements, (iii) the workmanship of any third parties, (iv) the installation or use of the Improvements including, but not limited to, any effect on indoor pollutants, or (iv) any other matter with respect to the PACE OF MN.

Dated: 9/23/16

Property Owner Signature  
Randy McKay  
 Property Owner Signature  
 Property Owner Signature

Printed Name  
Randy McKay  
 Printed Name  
 Printed Name

STATE OF MINNESOTA )  
 ) ss.  
 COUNTY OF Hennepin )

On this 23<sup>rd</sup> day of September, 2016 the foregoing instrument was acknowledged before me personally by Randy McKay and \_\_\_\_\_, the Manager and \_\_\_\_\_ respectively, of Go Wild, LLC.

Clara Borden  
 Notary Public

My commission expires 2020



## LENDER ACKNOWLEDGMENT FORM

[to be signed by all mortgage holders]

The undersigned, on behalf of the Lender which is the holder of a mortgage lien on the Property described in this Application and Petition for Special Assessments in accordance with the PACE OF MN ("**PACE OF MN**") administered by the Saint Paul Port Authority, acknowledges that it has been informed of Applicant's application and petition, and confirms that Applicant's receipt of PACE OF MN financing and petition for assessment in connection therewith, and any further assignment of the PACE of MN financing, will not constitute a default under Lender's mortgage.

Lender:

\_\_\_\_\_  
Name of Institution

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_