

GOGREEN HOME ENERGY FINANCING PROGRAM

California Alternative Energy and Advanced Transportation Financing Authority

915 Capitol Mall Sacramento, CA 95814 (916) 651-8157 www.GoGreenFinancing.com cheef@treasurer.ca.gov

PARTICIPATING FINANCIAL INSTITUTION APPLICATION

Section 1: Contact Information

(a) Name of Eligible Financial Institution (EFI): _____
(b) Address: _____ (c) City: _____ (d) State: _____ (e) Zip: _____
(f) Contact person name: _____ (g) Title: _____
(h) Business address: _____ (i) City: _____ (j) State: _____ (k) Zip: _____
(l) Business phone: _____ (m) Email address: _____

Section 2: Description of Institution

(n) Type of Institution:
 Financial Development Corporation Insured Credit Union Other: _____
 Community Development Financial Institution Insured Depository Institution
(o) Regulatory agency (if applicable): _____
(p) Insuring agency (if applicable): _____
(q) License number(s) (if applicable): _____

Section 3: Channel Partner Information

(r) Name of the Eligible Channel Partner co-applicant (if applicable): _____

Section 4: Authorized Loan Officers and Staff

Please enter contact information for loan officers/staff who are authorized to provide and certify data and submit loans to CAEATFA for enrollment under the Program.

(s) Name: _____ (t) Title: _____
(u) Business address: _____ Same as Company address in Section 1
(v) City: _____ (w) State: _____ (x) Zip: _____ (y) Phone: _____
(z) Name: _____ (aa) Title: _____
(ab) Business address: _____ Same as Company address in Section 1
(ac) City: _____ (ad) State: _____ (ae) Zip: _____ (af) Phone: _____

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Section 4: Authorized Loan Officers and Staff (continued)

(ag) Name: _____ (ah) Title: _____

(ai) Business address: _____ Same as Company address in Section 1

(aj) City: _____ (ak) State: _____ (al) Zip: _____ (am) Phone: _____

(an) Name: _____ (ao) Title: _____

(ap) Business address: _____ Same as Company address in Section 1

(aq) City: _____ (ar) State: _____ (as) Zip: _____ (at) Phone: _____

Section 5: Required Enclosures

In separate enclosures, please provide the following information (see Samples for guidance):

- (1) A detailed description of the loan program to finance Eligible Improvements, including, but not limited to, anticipated GoGreen Home Energy Financing Program (GoGreen Home) loan product details, such as an indication of what may be financed through the proposed loan program, collateral required (if any), maximum and minimum loan amounts, loan terms, interest rates (fixed or variable and for each term and credit tier), fees and eligibility for renters and manufactured homes.
- (2) A list of counties in California where the EFI's loan product may be available, or an indication that the product may be available statewide.
- (3) A description of underwriting criteria, including any minimum credit score requirements, maximum total debt-to-income ratio, bankruptcy limitations and other disqualifying criteria.
- (4) A comparison between the proposed GoGreen Home product and the EFI's typical product offerings. Please indicate specifically how the Loss Reserve Contribution will be utilized to provide benefits to Borrowers in one or more of the following ways, such as: 1) lower interest rates, 2) longer loan terms, 3) larger amounts available to the Borrower, and/or 4) more inclusive underwriting criteria/broadened access.
- (5) A description of product marketing, loan origination and operational processes, including how the EFI will ensure compliance with Program rules, obtain and provide required data and certifications, and submit loans for enrollment.
- (6) An indication of the EFI's future intent for the loans it submits to the Program (e.g. hold, sell, transfer, participate), and the identity of a purchaser or assignee, if known.
- (7) If applying with an Eligible Channel Partner (ECP) co-applicant, the Channel Partner application and its associated materials.
- (8) Sample transaction documentation, such as a loan application and standard agreement.
- (9) An indication of which, if any, Borrower certifications listed in Section 10091.9(e) of the Program regulations are not pertinent to the proposed loan program and may be forgone during loan enrollment, and explain why.

Note: Once the PFI is enrolled into the GoGreen Home Program, the PFI is responsible for updating CAEATFA with any changes to the information referenced in Sections 1 and 2 above. Changes to the approved GoGreen Home loan program and product(s) as detailed in the Enclosures (1) – (5) above are subject to approval by CAEATFA.

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Section 6: Eligible Financial Institution's Certifications

Pursuant to Sections 10091.2 of the Program regulations, by signing below, (au) _____:
(Name of Eligible Financial Institution)

1. Certifies the following:
 - a. The EFI is not subject to a cease and desist order, or other regulatory sanction from the appropriate federal or state regulatory body, that would impair the EFI's ability to participate in the Program.
 - b. For all forthcoming loan enrollment applications submitted by the PFI to CAEATFA:
 - i. The loan enrollment applications will be Eligible Loans and that the Borrowers receiving the Eligible Loans will meet the minimum underwriting criteria set forth in the Program regulations. The Claim-Eligible Principal Amount will be limited to Eligible Improvements.
 - ii. The Borrowers and Participating Contractors will have executed the required project certifications, the Borrowers will have executed the CHEEF Privacy Disclosures, and the PFI will have obtained them.
 - c. This application to participate in the Program will be signed by a person authorized to legally bind the applicant, and will include the signatory's printed name, title and date.
2. Acknowledges and agrees to the following:
 - a. The PFI will follow the Program regulations described in Title 4, Division 13, Article 5 of the California Code of Regulations, commencing with Section 10091.1.
 - b. The Program regulations constitute a lender services agreement.
 - c. The PFI will permit an audit, by CAEATFA, of any of its records relating to Enrolled Loans, during normal business hours either remotely or on its premises, to be determined by CAEATFA, and will supply other information concerning Enrolled Loans as shall be requested by CAEATFA.
 - d. CAEATFA and the State of California will have no liability to the PFI under the Program except from funds deposited in the Loss Reserve Account(s) for the PFI.
 - e. The PFI will include the required information and certifications described in Section 10091.9 with each loan enrollment application.
 - f. The PFI is solely responsible for identifying and making any and all disclosures and providing periodic reports to its borrowers as required under applicable laws.
 - g. The PFI will comply with all applicable laws, possesses and maintains all required state and federal licenses, and remains in good standing with all governmental authorities having jurisdiction over its business.
 - h. The IOUs are not responsible for, and shall have no liability for,
 - i. The energy improvements funded through the Enrolled Loans supported through the Loss Reserve Accounts.
 - ii. The assessment of potential benefits and costs associated with those improvements.
 - iii. The qualification of PFIs.
 - iv. The PFI's marketing and lending policies and practices.
 - v. CAEATFA's educational and outreach activities.

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Section 6: EFI Certifications (continued)

3. The PFI shall indemnify, defend and hold harmless CAEATFA, each of the IOUs, the IOU's affiliates, and each of the IOU's respective officers, directors, employees, agents and representatives (each of which is an express beneficiary of this indemnity) from and against any and all losses arising in connection with any claim:
- a. Resulting from the negligent or unlawful acts or omissions, or willful or tortious conduct of the PFI, including any failure of the PFI, or its agents to comply with applicable laws in connection with Enrolled Loans.
 - b. Resulting from any error or omission by the PFI, or its agents, in the calculation or presentation of principal repayments or interest with respect to an Enrolled Loan agreement, interest, fees and charges, the receipt and processing of payments received from Borrowers, or any collection or enforcement action.
 - c. Alleging any breach of a representation, warranty or covenant by that PFI.
 - d. Alleging any misrepresentation by the PFI, or its agents, with respect to the energy impacts to be achieved in connection with an Enrolled Loan, or any failure or deficiency in the products, materials or work supplied to a Borrower in connection with an Enrolled Loan.
 - e. Arising from the PFI's breach, or alleged breach of these regulations and/or its confidentiality or privacy obligations under these regulations or with respect to the Program.

Note: All capitalized terms are defined in Section 10091.1 of the Program regulations.

Section 6: Applicant Signature

I, the undersigned, am authorized to legally bind the applicant and hereby certify all of the information, acknowledgements, and certifications provided in this application.

(av) Authorized representative signature: _____ (aw) Date: _____

(ax) Printed name: _____ (ay) Title: _____

Internal Use Only

(az) PFI ID#: _____ (ba) Received date: _____

(bb) Approval signature: _____ (bc) PFI enrollment date: _____