

**On-Bill Financing Program
Participant Agreement for Improvements**

The Sonoma Clean Power On-Bill Financing Participant Agreement for Improvements ("Participant Agreement") dated as of _____ ("Effective Date") is made by and between the Sonoma Clean Power Authority ("SCP"), a California Joint Powers Authority located at 50 Santa Rosa Avenue, 5th Floor, Santa Rosa, California 95404, and

_____ ("Customer") residing at _____
Customer Name Street Address

_____, California, _____ Property").
City Zip Code

Recitals

A. SCP has developed an On-Bill Financing Program ("Program"), administered by a third-party administrator, Frontier Energy, INC. ("Program Administrator") on behalf of SCP, to allow residential SCP customers to repay the cost of home equipment improvements ("Improvements") on their PG&E electric bill.

B. Through the Program, qualified Customers may receive zero percent (0%) interest, no-fee, unsecured financing for Approved Improvements for which incentives and rebates are approved under an eligible SCP program.

C. Customer has submitted a request for available incentives and rebates on [DATE] under an eligible SCP program ("Incentive Application Submittal Date") and has completed an On-Bill Financing Application ("Application") and associated documentation as required by SCP, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A, and was approved by SCP to participate in the Program.

D. This Participant Agreement defines the terms and conditions of this voluntary Program that the Customer may use to install and finance the Approved Improvements identified in Exhibit B ("Approved Improvements and Loan Terms"), which is attached hereto and incorporated herein by this reference.

It is mutually agreed as follows:

Terms and Conditions

A. Defined Terms

Except as the context otherwise requires, capitalized terms used in this Participant Agreement without definition shall have the same meanings as are set forth in the On-Bill Financing Application.

SCP On-Bill Program
Participant Agreement for Improvements

B. Loan Amount

Exhibit B of this executed Participant Agreement, or any approved and executed Modified Exhibit B (as defined below), identifies the Approved Improvements and Loan Terms.

C. Approved Improvement Installation

C.1. Customer shall have one hundred twenty (120) days from the Incentive Application Submittal Date of this Participant Agreement ("Construction Period") to use a Program-Approved Contractor ("Contractor"), as defined below, to install the Approved Improvements on the Property and understands, acknowledges, and agrees to the following:

- C.1.1. A Program-Approved Contractor is defined as a contractor that has provided the following documentation to Customer: (1) a valid and appropriate contractor license for type of Project; (2) worker's compensation and certificate of liability insurance in appropriate amount for type of Project; (3) repair, maintenance and warranty protocols for Project, and; (4) signed Installer Memorandum of Understanding with SCP. SCP may, but shall not be obligated to maintain a list of Program-Approved Contractors for the convenience of Customers.
- C.1.2. The Contractor will install the Approved Improvements, including any ancillary equipment included with the Approved Improvements, as noted in the Exhibit B. Contractor is solely responsible for installation of the Approved Improvements and for ensuring that all work on the Approved Improvements and their installation complies with all local, state and federal laws, manufacturers' specifications, and accepted installation practices. Customer shall cause all construction to be performed in compliance with: (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter; (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction; (c) all applicable permits and governmental approvals. Customer shall be solely responsible for all aspects of Customer's conduct in connection with the Approved Improvements, including (but not limited to) the quality and suitability of any plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of the Contractor. Customer shall provide any information requested by SCP in connection with the Approved Improvements.
- C.1.3. Contractor is not an employee or agent of SCP or Program Administrator and neither SCP nor Program Administrator can guarantee or be held liable for the work performed by Contractor or the installed Approved Improvements. SCP makes no warranties or representations regarding any Contractor, Approved Improvements, service or product.
- C.1.4. SCP and Program Administrator have no duty to, and do not assume any responsibility for, monitoring the Contractor's work or progress. Any review or inspection undertaken by SCP or the program Administrator with reference to the Approved Improvements is solely for the purpose of determining whether Customer is properly discharging its obligations, and should not be relied upon by Customer or by any third parties as a warranty or representation as to the

quality of the design or construction of the Approved Improvements, or for any other purpose.

C.1.5. If the Customer has not completed the installation of the Approved Improvements on or before the expiration of the Construction Period, this Participant Agreement shall terminate and be of no further force or effect. If Customer wishes to obtain a loan after termination of this Participant Agreement, Customer may notify Program Administrator in writing, and SCP, at its sole discretion, may provide Customer with a new Participant Agreement, subject to confirmation that the Customer continues to meet all of the Program requirements. Customer acknowledges that any new Participant Agreement may include different terms and conditions than this Participant Agreement.

C.2. Customer acknowledges and agrees that in the event of any changes to the Approved Improvements identified in Exhibit B, Customer is solely responsible for negotiating those changes with Contractor. To ensure any changes to the Approved Improvements meet Program requirements, Customer must request approval of such changes from Program Administrator prior to Contractor's installation of the Approved Improvements.

C.2.1. If Program Administrator approves the changes, Program Administrator will provide Customer with an updated and executed Exhibit B ("Modified Exhibit B") documenting the approved changes to the Approved Improvements. Customer and Program Administrator must sign a Modified Exhibit B prior to Contractor's installation of the modified Approved Improvements on the Property. In the event Customer fails to obtain a Modified Exhibit B approved by Program Administrator prior to installation of the any improvements on the Property, such improvements will not be eligible for the Program and will not be covered by this Participant Agreement.

C.3. Upon Contractor's completion of the work on the Property, the Contractor must submit final project close-out documentation in accordance with Program requirements, acknowledging the final Approved Improvements Contractor installed on the Property. Contractor must provide the signed documents to Program Administrator. If any claim of lien is filed against the Property or a stop notice with respect to the Program is served on SCP or any other lender or other third party in connection with any improvements, then Customer shall, subject to Customer's right to contest such lien in good faith and in accordance with applicable law, within ninety (90) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to SCP a surety bond from a surety acceptable to SCP in sufficient form and amount, or provide SCP with other assurance satisfactory to SCP that the claim of lien or stop notice will be paid or discharged.

C.4. This Participant Agreement shall not limit Customer's rights regarding the liability of manufacturers, vendors, or Contractor for the installed Approved Improvements.

D. Property Access

Within 72 hours of a request for access, Customer will provide access to the Property at a mutually agreed upon time to Contractor, SCP, Program Administrator, or another approved Contractor (in the case of original Contractor's inability to provide required

Program services to Customer) during normal business hours for improvement(s) eligibility assessment, installation, and/or verification.

E. Payment

E.1. **Promise to Pay.** Customer promises to pay SCP the Loan Amount in equal monthly installments ("OBF Installment Payment(s)") as set forth in Exhibit B in accordance with the terms set forth in this Participant Agreement. Customer understands that if SCP finances the Approved Improvements, the first OBF Installment Payment charge will appear within one to three (1 to 3) billing cycles following the completion of the installation of the Approved Improvements on the Property and SCP's approval of program close out documents. OBF Installment Payments will continue for the term of the loan or until the loan balance is paid off, or as may otherwise be provided in this Participant Agreement.

E.2. **Delinquent OBF Installment Payments.** Customer acknowledges and agrees its monthly and/or annual energy bill may be higher due to the installation of the Approved Improvements and OBF Installment Payments. Failure to pay, including for non- or partial payment of the OBF Installment Payments, may result in drop from SCP service for non-payment pursuant to SCP's Terms & Conditions and this participant agreement, adverse credit reporting, and collection procedures including, without limitation, legal action.

_____ Customer acknowledges and agrees to provide SCP its full social security number
Initial before funds are dispersed.

E.3. **Partial Payments:** If a customer makes a partial OBF Installment Payment, the paid amount will be applied as provided in PG&E Electric Rule 23.

E.4. **Prepayment.** Customer may pre-pay the entire Loan Amount in one lump sum without penalty, but pre-payments for less than the remaining balance are not allowed.

E.5. **Co-payments outside of the Program.** Any Customer and/or Contractor costs not explicitly included in the Exhibit B or any Modified Exhibit B, are Co-Payments. Co-Payments are the sole responsibility of Customer and must be paid by Customer directly to the Contractor. SCP is not responsible for, and will not refund, any Co-Payments paid to Contractor.

F. Post Installation Customer Responsibilities (in Addition to Payment of OBF Installment Payments)

F.1. Customer agrees to allow SCP to claim carbon credits for installed Approved Improvements as applicable.

F.2. Customer agrees to make a good faith effort to participate in follow-up surveys and provide requested information to SCP to assist in evaluating the effectiveness of the Program.

G. Maintaining and Repairing Improvements

G.1. Customer will maintain the installed Approved Improvements and Property in good condition and repair in accordance with this Participant Agreement.

G.1.1. Customer is responsible for incidental maintenance of all Approved Improvements, including routine cleaning and care as needed per manufacturer's recommendations to maintain proper function and validity of any warranty.

G.1.2. Customer is responsible for costs incurred from failure to properly maintain Approved Improvements and costs associated with damage caused by Customer or Customer's agents, tenants or invitees.

H. Discontinuation of Service; Rental of Property

H.1. If Customer terminates its SCP account for any reason, Customer must pay the entire outstanding Loan Amount balance within thirty (30) days of the date of termination.

H.2. If Customer rents the Property to a tenant, Customer shall remain liable for compliance with the terms of this Participant Agreement, including but not limited to, the requirement to pay all OBF Installment Payments when due. It is the obligation of the Customer, not the tenant, to pay the Electric Utility bill for the Property until the Loan Amount is paid in full. Transfer of the Electric Utility bill for the Property to the tenant may occur after the Loan Amount balance is paid in full.

Initial Customer acknowledges and agrees the Loan Amount must be paid in full upon SCP account termination.

Initial Customer acknowledges and agrees it cannot require its tenant to pay for OBF Installment Payments.

I. Disputes

I.1. If Customer notifies Program Administrator of problems with installation of the Approved Improvements, Program Administrator will work with Customer to resolve identified and reported problems, subject to the limitations set forth in this Participant Agreement.

I.2. In the event there are any disputes regarding the performance of Contractor, Program Administrator, SCP, or Customer, Customer agrees to meet with the involved parties in good faith at no charge to any of the parties and at a mutually acceptable time, to amicably resolve the dispute, if possible.

I.2.1. Customer shall have 30 days to correct any defaults, as defined in the Application, and comply with its obligations under this Participant Agreement. If such default is not curable within 30 days, Customer may, in SCP's sole discretion, have such longer period of time as is reasonably necessary to complete the cure, provided that Customer has commenced to cure within the initial 30-day period and diligently prosecutes such cure to completion. Upon a default by Customer, SCP may elect by written notice to Customer that the outstanding Loan Amount shall become due and payable.

J. Termination of Participant Agreement by Customer

J.1. Customer may request at any time that SCP terminate this Participant Agreement provided that Customer shall first pay the outstanding balance of the Loan Amount due to SCP. To receive notice of or verify the outstanding balance of the Loan Amount, Customer may contact Program Administrator as provided in Section W.

K. Amendments

K.1. This Participant Agreement is not subject to modification or amendment, except in writing executed by both Customer and SCP, which writing shall expressly state that it is intended by the parties to amend the terms and conditions of this Participation Agreement.

L. Insurance

L.1. The Customer will insure the Property and arrange for sufficient coverage to pay for replacement of Approved Improvements in the event of destruction of or damage to the Property and Approved Improvements or pay any balance of the Loan Amount due to SCP if the Property is not restored. The Customer agrees to use any insurance claim payments to pay for replacement or repair of damaged Approved Improvements with comparable improvements approved by Program Administrator and to pay any costs not covered by insurance. If Customer fails to replace or repair the Approved Improvements as described above, Customer agrees to pay off any Loan Amount balance and any other Program costs for the Approved Improvements owed to SCP for installed Approved Improvements.

M. Controlling Law

M.1. This Participant Agreement and all matters relating to it shall be governed by the laws of the State of California without regard to principles of conflicts of laws, with venue in Sonoma County.

N. Indemnification

N.1. Customer expressly agrees to defend, indemnify, and hold harmless SCP and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees arising out of or resulting from the participation, operation or performance of Customer and its contractors, subcontractors or agents under this Participant Agreement.

O. Counterparts

O.1. This Participant Agreement may be executed in one or more counterparts, and as executed shall constitute one and the same Participant Agreement binding upon all of the parties and enforceable by each of them. This Participant Agreement is not valid until all of the parties have executed it.

P. Successors and Assigns

P.1. The provisions of this Participant Agreement, including Exhibits A and B, attached hereto and incorporated herein, shall benefit and bind the successors and assigns of the parties to this Participant Agreement. Upon the expiration or termination of Program Administrator's contract with SCP, all of Program Administrator's rights and responsibilities hereunder will transfer to SCP.

Q. Severability

Q.1. If any term of this Participant Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

R. Non-Liability of SCP and SCP Officials, Employees and Agents

R.1. No member, official, employee or agent of SCP shall be personally liable to Customer in the event of any default or breach by SCP, or for any amount that may become due to Customer, under the terms of this Participant Agreement.

S. No Third Party Beneficiaries

S.1. There shall be no third party beneficiaries of this Participant Agreement.

T. Attorneys' Fees

T.1. Should any action be brought to enforce any provision hereof, the prevailing party in such action shall be entitled to reasonable attorneys' fees, court costs and other litigation expenses, including expenses incurred for preparation and discovery. The

right to recover such fees, costs and expenses shall accrue upon the commencement of the action regardless of whether the action is prosecuted to final judgment.

U. Time

U.1. Time is of the essence with respect to this Participant Agreement and the performance of each obligation contained herein.

V. Days

V.1. Any reference to days shall mean calendar days for purposes of this Participant Agreement.

W. Communications

W.1. Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) by certified mail, postage prepaid, return receipt requested, or (b) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below or at such other address as either party may hereafter notify the other in writing.

For all customer assistance with the exception of SCP billing:	For questions regarding SCP billing:	For Customer:
Frontier Energy Inc. Attn: Lead Locally 12949 Alcosta Blvd, Suite 101 San Ramon, CA 94583-1323 (707)324-3211 advancedenergycenter@sonomacleanpower.org	Sonoma Clean Power Attn: Lead Locally 50 Santa Rosa Ave., 5 th Floor Santa Rosa, CA 95404 (855) 202-2139 answers@sonomacleanpower.org	

SAMPLE

SONOMA CLEAN POWER AUTHORITY

CUSTOMER (account Holder)

BY: _____
Signature

BY: _____
Signature

Print Name/ Title

Print Name

Last 4 Digits of Social Security Number

DATE: _____

DATE: _____

Exhibit A
Application

(Insert copy of application here)

SAMPLE

Exhibit B
Sonoma Clean Power On-Bill Financing
Approved Improvements and Loan Terms

A. Approved Program Improvements*

AEC Voucher No.	Equipment with make & model, Labor, Permits, Fees, Taxes, etc. (List each line item from the Contractor's Bid)	Cost (From Bid)	Manufacturer Rebate	SCP AEC Rebate	Other Rebates or Discounts	Total Amount for On-Bill Financing (Loan Amount)	Approved by SCP**	
							(Y/N)	Initial
Total Approved Amount for On-Bill Financing								

SAMPLE

* Switching from gas (natural gas or propane) to electric appliances for space and water heating will increase your electricity usage which will result in a higher electric bill. Part of the higher electricity costs may be offset by lower natural gas or propane costs. Installing electric appliances as part of a package of energy efficiency improvements may result in lower operating costs overall.

** Sonoma Clean Power staff to complete disclosures based on this approval/denial.

SCP On-Bill Financing Loan Terms Offered

B . Loan Terms for Approved Improvements:

Loan Amount Approved by SCP	\$	XXX.XX
Interest Rate / APR		0.0%
Loan Term*** (Months):		
First Month Payment	\$	XX.XX
Remaining Monthly Payments	\$	XX.XX
PG&E SAID tied to OBF		

*** The loan term for a Customer is five (5) years if amount of the loan is less than five thousand dollars (\$5,000) or ten (10) years if amount of the loan is greater than five thousand dollars (\$5,000).

For Internal Use Only

Loan Number: _____

Initials: _____

SAMPLE

Exhibit B-1

Sonoma Clean Power On-Bill Financing
Updated Approved Improvements and Loan Terms

SAMPLE

Exhibit C

Sonoma Clean Power On-Bill Financing TRUTH IN LENDING DISCLOSURE STATEMENT

Creditor Sonoma Clean Power		Applicant(s)			
Mailing Address		Property Address			
Voucher Number		Preparation Date			
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.		
E 0.00%	E \$0.00	E \$	E		
PAYMENT SCHEDULE					
NUMBER OF PAYMENTS	* AMOUNT OF PAYMENTS	MONTHLY PAYMENTS ARE DUE BEGINNING	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	MONTHLY PAYMENTS ARE DUE BEGINNING
		1-3 PG&E Billing Cycles			
<p>* All amounts and payments are estimated. After final rehabilitation/improvement reimbursement, a statement will be provided showing principal and payment amounts</p> <p>* Excludes taxes or insurance.</p> <p>DEMAND FEATURE: <input type="checkbox"/> This loan does not have a Demand Feature. <input checked="" type="checkbox"/> This loan has a Demand Feature.</p> <p>ITEMIZATION: You have a right at this time to an ITEMIZATION OF AMOUNT FINANCED. I/We <input type="checkbox"/> do <input type="checkbox"/> do not want an itemization.</p> <p>REQUIRED DEPOSIT: Not applicable.</p> <p>VARIABLE RATE FEATURE: <input type="checkbox"/> This loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.</p> <p>SECURITY: Not applicable.</p> <p>ASSUMPTION: Someone buying this property <input checked="" type="checkbox"/> cannot assume the remaining balance due under original mortgage terms. <input type="checkbox"/> may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.</p> <p>FILING / RECORDING FEES: \$ None</p> <p>PROPERTY INSURANCE: <input type="checkbox"/> Property / hazard insurance is a required condition of the loan. Borrower may purchase this insurance from any insurance company acceptable to the lender.</p> <p>LATE CHARGES: No late charges will be charged.</p> <p>PREPAYMENT: If you prepay this loan in full, you <input type="checkbox"/> may <input checked="" type="checkbox"/> will not have to pay a penalty. <input type="checkbox"/> may <input checked="" type="checkbox"/> will not be entitled to a refund of part of the finance charge.</p> <p>See your contract documents for any additional information regarding non-payment, default, required repayment in full before scheduled date, and payment refunds and penalties.</p> <p>E means estimate.</p>					

I/We hereby acknowledge reading and receiving a complete copy of this disclosure. I/We understand there is no commitment for the creditor to make this loan and there is no obligation for me/us to accept this loan upon delivery of signing of this disclosure.

Borrower's Signature

Date

Borrower's Signature

Date

Borrower's Signature

Date

Borrower's Signature

Date

SAMPLE

EXHIBIT C-1

Notice of Action Taken and Statement of Reasons

Statement of Credit Denial, Termination, or Change

Date: _____

Applicant's Name: _____

Applicants Address: _____

Description of Account, Transaction, or Requested Credit:

Description of Action Taken:

PART I - PRINCIPAL REASON(S) FOR CREDIT DENIAL, TERMINATION, OR OTHER ACTION TAKEN CONCERNING CREDIT. This section must be completed in all instances.

___ Credit application incomplete

___ Temporary residence

___ Insufficient number of credit references provided

___ Unable to verify residence

___ Unacceptable type of credit references provided

___ No credit file

___ Limited credit experience

___ Unable to verify credit references

___ Poor credit performance with us

___ Temporary or irregular employment

___ Delinquent past or present credit obligations with others

___ Unable to verify employment

___ Garnishment, attachment, foreclosure, repossession, collection action, or judgment

___ Length of employment

___ Bankruptcy

___ Income insufficient for amount of credit requested

___ Value or type of collateral not sufficient

___ Excessive obligations in relation to income

___ Unable to verify income

___ Other, specify: _____

___ Length of residence

SAMPLE

PART II - DISCLOSURE OF USE OF INFORMATION OBTAINED FROM AN OUTSIDE SOURCE.
This section should be completed if the credit decision was based in whole or in part on information that has been obtained from an outside source.

____ Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: _____

Address: _____

[Toll-free] Telephone number: _____

____ Our credit decision was based in whole or in part on information obtained from an affiliate or from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information.

If you have any questions regarding this notice, you should contact:

Creditor's name: Sonoma Clear Water _____

Creditor's address: PO Box 1030, Santa Rosa, CA 95402 _____

Creditor's telephone number: 1-855-202-2139 _____

NOTICE

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the FTC Regional Office for region in which the creditor operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

EXHIBIT C-2

Disclosure of Right To Request Specific Reasons for Credit Denial

Date: _____

Dear Applicant:

Thank you for applying to us for _____.

After carefully reviewing your application, we are sorry to advise you that we cannot grant a loan to you at this time.

If you would like a statement of specific reasons why your application was denied, please contact our Director of Customer Service, Erica Torgerson shown below within 60 days of the date of this letter. We will provide you with the statement of reasons within 30 days after receiving your request.

Creditor's Name: Sonoma Clean Power
Address: PO Box 1030, Santa Rosa, CA 95402
Telephone number: 855-222-2139

If we obtained information from a consumer reporting agency as part of our consideration of your application, its name, address, and [toll-free] telephone number is shown below. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. [You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency.] You have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency. You can find out about the information contained in your file (if one was used) by contacting:

Not Applicable

Sincerely,

NOTICE

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the FTC Regional Office for region in which the creditor operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

EXHIBIT C-3

Notice of Incomplete Application and Request for Additional Information

Creditors name: _____

Address: _____

Telephone number: _____

Date: _____

Dear Applicant:

Thank you for your application for credit. The following information is needed to make a decision on your application: _____

. We need to receive this information by (date). If we do not receive it by that date, we will regrettably be unable to give further consideration to your credit request.

Sincerely,

SAMPLE

EXHIBIT D

THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977
FAIR LENDING NOTICE

It is illegal to discriminate in the provision of or in the availability of financial assistance because of the consideration of:

1. Trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice; or
2. Race, color, religion, sex, marital status, domestic partnership, national origin or ancestry.

It is illegal to consider the racial, ethnic, religious or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of one- to four-unit family residences occupied by the owner and for the purpose of the home improvement of any one- to four-unit family residence.

If you have any questions about your rights, or if you want to file a complaint, contact the management of this financial institution or the Department of Real Estate at one of the following locations:

1515 Clay Street, Suite 702, Oakland, CA 94612-1402

320 West 4th Street, Suite 250, Los Angeles, CA 90013-1105

OR the Secretary of Business, Transportation and Housing at the following location:

980 9th Street, Suite 2450, Sacramento, CA 95814

ACKNOWLEDGMENT OF RECEIPT

I/We received a copy of this notice.

Signature of Applicant

Date

Signature of Applicant

Date