

GOGREEN BUSINESS ENERGY FINANCING PROGRAM

California Alternative Energy and Advanced Transportation Financing Authority

915 Capitol Mall Sacramento, CA 95814 (916) 651-8157 [www.GoGreenFinancing.com](http://www.GoGreenFinancing.com) [cheef@treasurer.ca.gov](mailto:cheef@treasurer.ca.gov)

**FINANCE PROVIDER ENTITY APPLICATION  
PART I: PRIMARY FINANCE PROVIDER INFORMATION**

**Section 1: Primary Finance Provider Applicant Contact Information**

*The "Primary Finance Provider Applicant" (also referred to as "Primary Applicant" and "PFPA") is the financing company that is applying to the Program for enrollment as a Finance Provider Entity. The Primary Finance Provider Applicant may fulfill all of the Program roles (described in Part III) themselves, or the entity may invite an Affiliate Finance Provider Applicant (as described in Part II) to apply to fulfill some of the roles. The Primary Applicant is the entity performing the financing submittal role (as described in Part III).*

(a) Company name: \_\_\_\_\_

(b) Address: \_\_\_\_\_ (c) City: \_\_\_\_\_

(d) State: \_\_\_\_\_ (e) ZIP: \_\_\_\_\_ (f) Website address: \_\_\_\_\_

*Provide a company contact name and address for program communication and administration.*

(g) Program contact name: \_\_\_\_\_ (h) Title: \_\_\_\_\_

(i) Phone number: \_\_\_\_\_ (j) Email: \_\_\_\_\_

(k) Contact person's business address: Address same as above \_\_\_\_\_

(l) City: \_\_\_\_\_ (m) State: \_\_\_\_\_ (n) ZIP: \_\_\_\_\_

**Section 2: Primary Finance Provider Applicant Authorized Company Representative**

*In this Section you can provide the name(s) and email address(es) for those in your company who will be authorized to 1) enter customer, project, and financing data into the California Alternative Energy and Advanced Transportation Financing Authority's (CAEATFA)'s web-based project platform and 2) certify financing agreements as meeting requirements for submission to the Program and bind your organization as an authorized signatory. Indicate those authorized to certify by checking the box in the right column.*

(o) If the program contact above will be fulfilling both these roles, check this box:

(p) For additional users and signatories, complete the section below. Certifier

Authorized user name: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized user name: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized user name: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized user name: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized user name: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized user name: \_\_\_\_\_ Email: \_\_\_\_\_

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**PART I: PRIMARY FINANCE PROVIDER INFORMATION**

**Section 3: Primary Finance Provider Applicant Organizational Information**

(q) Check below which type of institution best describes your company:

- |                                   |  |
|-----------------------------------|--|
| Insured Bank or Credit Union      | Community Development Financial Institution (CDFI) |
| Financial Development Corp. (FDC) | Other  |

Applicants who check "Other" will need to provide additional enclosures (Part V, Section 9) and certifications (Part VI, Section 12).

Provide the name of the Regulatory and Insuring Agency overseeing your particular institution and any license numbers, if applicable:

- (r) Regulatory agency: \_\_\_\_\_ n/a (s) Insuring agency: \_\_\_\_\_ n/a
- (t) License number(s): \_\_\_\_\_ n/a
- (u) Do you have a CA Finance Lenders License? Yes No

Provide the following additional information, as it applies to Program financings, if applicable:

Name(s) of entity(ies) funding projects that will be enrolled in the Program:

- (v) Primary Finance Provider Applicant: \_\_\_\_\_
- (w) Affiliate Finance Provider Applicant: \_\_\_\_\_
- (x) Other (please describe): \_\_\_\_\_

Name(s) of financing counterparty(ies) that will be named on closing documents provided to the financing customer:

- (y) Primary Finance Provider Applicant: \_\_\_\_\_
- (z) Affiliate Finance Provider Applicant: \_\_\_\_\_
- (aa) Other (please describe): \_\_\_\_\_
- (ab) Assignee(s) of repayment streams, if applicable: \_\_\_\_\_

(ac) Your intent with regard to Enrolled Financing Agreements, if known (e.g., hold, sell, transfer, participate, etc.) and the identity of the purchaser/transferee (if known):

\_\_\_\_\_  
\_\_\_\_\_

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**PART II: AFFILIATE FINANCE PROVIDER INFORMATION**

**Section 4: Affiliate Finance Provider Applicant Contact Information**

*The "Affiliate Finance Provider Applicant" (also referred to as "Affiliate Applicant" or "AFPA") is a potential co-applicant along with the Primary Finance Provider Applicant. It may fulfill one or more of the roles of the Program listed in Part III.*

*The Affiliate Finance Provider Applicant must meet Program requirements and must be a signatory to this application.*

(ad) Not applying with an affiliate entity. *If not applying with an affiliate, skip to Part III*

(ae) Company name: \_\_\_\_\_

(af) Address: \_\_\_\_\_ (ag) City: \_\_\_\_\_

(ah) State: \_\_\_\_\_ (ai) ZIP: \_\_\_\_\_ (aj) Website address: \_\_\_\_\_

*Provide a company contact name and address for program communication and administration.*

(ak) Program contact name: \_\_\_\_\_ (al) Title: \_\_\_\_\_

(am) Phone number: \_\_\_\_\_ (an) Email: \_\_\_\_\_

(ao) Contact person's business address: Address same as above \_\_\_\_\_

(ap) City: \_\_\_\_\_ (aq) State: \_\_\_\_\_ (ar) ZIP: \_\_\_\_\_

**Section 5: Affiliate Finance Provider Applicant Organizational Information**

(as) *Indicate below which type of institution best describes your company*

- |                                   |  |
|-----------------------------------|--|
| Insured Bank or Credit Union      | Community Development Financial Institution (CDFI) |
| Financial Development Corp. (FDC) | Other  |

*Applicants who check "Other" will need to provide additional enclosures (Part V, Section 9) and certifications (Part VI, Section 12).*

*Indicate the name of the Regulatory and Insuring Agency overseeing your particular institution and any license numbers, if applicable:*

(at) Regulatory agency: \_\_\_\_\_ n/a (au) Insuring agency: \_\_\_\_\_ n/a

(av) License number(s): \_\_\_\_\_ n/a

(aw) Do you have a CA Finance Lenders License? Yes No

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**PART III: AFFILIATE FINANCE PROVIDER INFORMATION**

**Section 6: Roles to be Performed by Either the Primary or Affiliate Finance Provider Applicant**

Indicate which organization will perform each Program role. Each role must be performed by only one entity.

(ax) Name of the Primary Finance Provider Applicant (PFPA): \_\_\_\_\_

(ay) Name of the Affiliate Finance Provider Applicant (AFPA): \_\_\_\_\_

Role Performed

PFPA AFPA

(az) Financing Submittal (this role must be filled by the Primary Finance Provider):

Provides data and certifications related to the Project, the Eligible Financing Agreement, and the Eligible Commercial Financing Customer and submits the data and certifications to CAEATFA for enrollment in the Program.

(ba) Underwriting\*:

Follows Program regulations for approving projects and financing for customers and follows the credit and underwriting guidelines proposed by the Finance Provider Applicant and approved by CAEATFA.

(bb) Origination\*:

Engages in financing origination, including executing the legal contract for repayment of the Enrolled Financing Agreement with the Eligible Commercial Financing Customer, gets Program forms signed and certified by the Eligible Commercial Financing Customer.

(bc) Servicing\*:

Conducts a customer service operation to on-board all Eligible Financing Agreements into the Servicer's servicing system, handles customer inquiries regarding Eligible Financing Agreements already under servicing, sends out regular financing billing statements, collects and applies payments, handles requests for modifications, collections where necessary, and distributions to investors where applicable.

(bd) Reporting:

Supplies CAEATFA with regular report(s) of required data related to financing applications, performance of Enrolled Financing Agreements, and sale of financings.

(be) Loss Reserve Account Representative:

The entity in whose name the Loss Reserve Account(s) will be opened and the sole entity that can file a claim in the event of a charge-off.

(bf) Marketing Representative:

The entity that is publicly listed on Program websites and marketing materials as a result of participation in the Program. If this role will be performed by a third party, leave this blank and see below.

*Applicants can also apply with an additional entity that will fulfill the Marketing Representative role. The Marketing Representative is the entity that will be listed on Program websites and marketing materials.*

*If the Marketing Representative role will be performed by a third party, check the "Yes" box below and proceed to Section 7.*

(bg) 3rd Party Marketing Representative:      Yes      No

*\* If the entity selected to fill any of these roles checked "Other" in Part I, Section 3 and/or Part I, Section 5, indicating they are not a Financial Institution, they will need to provide additional enclosures (Part V, Section 9) and certifications (Part VI, Section 12).*

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**PART IV: MARKETING REPRESENTATIVE INFORMATION**

**Section 7: Third Party Marketing Representative Contact Information**

*Applicants can also apply with an additional entity that will fulfill the Marketing Representative role. The Marketing Representative is the entity that will be listed on Program websites and marketing materials.*

*If a third entity is designated as the Marketing Representative, they must agree to, and sign, the acknowledgements, representations, warranties, and certifications in Part VI, Section 13 and, if applicable, Part VI, Section 14.*

*If not designating a 3rd Party as Marketing Representative, skip to Part V.*

(bh) Company name: \_\_\_\_\_

(bi) Address: \_\_\_\_\_ (bj) City: \_\_\_\_\_

(bk) State: \_\_\_\_\_ (bl) ZIP: \_\_\_\_\_ (bm) Website address: \_\_\_\_\_

*Provide a company contact name and address for program communication and administration.*

(bn) Program contact name: \_\_\_\_\_ (bo) Title: \_\_\_\_\_

(bp) Phone number: \_\_\_\_\_ (bq) Email: \_\_\_\_\_

(br) Contact Person's business address: Address same as above \_\_\_\_\_

(bs) City: \_\_\_\_\_ (bt) State: \_\_\_\_\_ (bu) ZIP: \_\_\_\_\_

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## **PART V: REQUIRED ENCLOSURES**

### **Section 8: Required Enclosures for All Applicants**

*In a separate enclosure, please provide:*

1. A detailed description of the products the Finance Provider Applicant is proposing to offer, including, but not limited to, the type of financing product and its relationship to the categories of Eligible Financing Agreements, collateral requirements (if any), minimum and maximum financed amounts, interest rates (including whether they are fixed or variable), terms, service or maintenance charges, fees, prepayment penalties, and a description of customer eligibility and underwriting criteria. These product offerings must be certified by at least one of the Finance Provider Applicants.

*The categories of Eligible Financing Agreements are:*

- *Eligible Leases or Eligible Equipment Financing Agreements;*
- *Eligible Loans;*
- *Eligible Service Agreements; and*
- *Eligible Savings-Based Payment Agreements.*

*CAEATFA's definition of each of the product categories can be found in Program regulations Section 10092.1. Financing Agreements (of any of these categories) of \$10,000 or less will qualify as "microloans" and have fewer requirements.*

*Additional requirements for Eligible Financial Products can be found in Program regulations Section 10092.5.*

2. A description of the geographic area(s) in California where the financing product(s) will be available.
3. An explanation of how the Loss Reserve Contribution will be utilized to provide benefits to Eligible Small Business Financing Customers compared to the Finance Provider Applicant's typical product offerings in one or more of the following ways:
  - a. Broadened approval criteria;
  - b. Longer repayment terms;
  - c. Lower minimum loan/lease amounts or larger amounts available to finance;
  - d. Better rates;
  - e. Other advantageous terms.

*CAEATFA recommends a table comparing your conventional product(s) with the product(s) you will be able to offer through the Program resulting from the credit enhancement. Your table should compare rates, and terms such as tenure, amounts available for financing, collateral requirements, fees, underwriting requirements, advance payments, contractor buy-downs, personal guarantee requirements, and any other relevant comparisons. (See also #1 above)*

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**PART V: REQUIRED ENCLOSURES**

**Section 9: Additional Required Enclosures for Non-Financial Institutions**

*If you are a Bank, Credit Union, CDFI, or FDC, skip to Part VI.*

*If your entity is not a Bank, Credit Union, CDFI, or California FDC, please also provide:*

1. A description of the Finance Provider Applicant's quality control and management systems to evaluate and monitor the overall quality of its loan or financing-related activities, including underwriting reviews and consumer complaint resolution processes.
2. Evidence of the following insurance coverage:
  - a. General liability with limits of not less than \$1 million per occurrence for bodily injury and property damage liability combined. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom a claim is made or suit is brought subject to the Finance Provider Applicant's limit of liability. The policy must include the State of California, its officers, agents, employees, and servants as additional insureds, but only insofar as the operations under these regulations are concerned.
  - b. Motor vehicle liability with limits of not less than \$1 million per accident. This insurance must cover liability arising out of owned, hired, and non-owned motor vehicles.
  - c. Statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the Program, including special coverage extensions where applicable. Employer's liability limits of \$1 million are required.
3. Underwriting Qualifications:
  - a. Demonstrated experience with underwriting commercial financing;
  - b. Demonstrated experience with equipment financing and the coordination of that financing with contractors and businesses;
  - c. Description of its underwriting process; and
  - d. Demonstrated qualifications of the Finance Provider Applicant and key positions and associated job duties with regard to underwriting.
4. Origination Qualifications:
  - a. Proof of at least \$20 million in committed capital for general financing activities;
  - b. Demonstrated ability to originate commercial financing in accordance with all applicable finance laws, including related expertise and experience, trained and qualified personnel, and suitable systems, processes, and facilities to support the business;
  - c. Demonstrated experience with equipment financing and the coordination of that financing with contractors and businesses;
  - d. Proof of at least 20 transactions funded or at least \$20 million in funded transactions; and
  - e. Sample transaction documentation.
5. Servicing Qualifications:
  - a. Demonstrated capacity for, and experience with, servicing the type of product(s) the Finance Provider Applicant will be providing and general customer service; and
  - b. A description of key positions and associated job duties, software, and systems used by the Finance Provider Applicant in performing the servicing of Enrolled Financing Agreements.

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**PART VI: CERTIFICATIONS**

**Section 10: Certifications of the Primary Finance Provider Applicant**

Section references below refer to Program Regulations, Article 6 of Division 13 of Title 4 of the California Code of Regulations.

The Primary Finance Provider Entity agrees and certifies that upon enrollment in the Program as Finance Provider Entity and for all forthcoming Eligible Finance Agreements submitted for enrollment in the Program:

1. It will provide the documentation required in Section 10092.8(b)(1), the data required in Section 10092.8(b)(2), and will secure the certifications described in Section 10092.8(b)(3);
2. The Eligible Commercial Financing Customer will be provided with a Bill Impact Estimate;
3. The Eligible Financing Agreement complies with all Program regulations;
4. If the entirety of the Claim-Eligible Financed Amount has not yet been funded at the time of submittal, that it will be funded within 30 calendar days of submittal; and
5. If after submittal, the Primary Finance Provider Entity determines it will not fund the entirety of the Claim-Eligible Financed Amount, that it will notify CAEATFA within 10 business days of this determination.

*I, the undersigned, am authorized to legally bind the Primary Finance Provider Applicant and hereby agree to all of the certifications provided in this Section of this application.*

(bv) Primary Applicant signature: \_\_\_\_\_ (bw) Date: \_\_\_\_\_

(bx) Signatory name: \_\_\_\_\_ (by) Signatory title: \_\_\_\_\_



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## **PART VI: CERTIFICATIONS**

### **Section 11: Acknowledgments, Certifications, Representations, Warranties, and Covenants of both the Primary and Affiliate Finance Provider Applicants**

Section references below refer to Program Regulations, Article 6 of Division 13 of Title 4 of the California Code of Regulations.

The Finance Provider Applicant:

*Acknowledges that:*

1. CAEATFA has made no representations, promises, or guarantees pertaining to the volume, quantity, or quality of financing agreements issued pursuant to the Program.
2. It, its representatives, and agents are not hired by CAEATFA or any of the participating Investor-Owned Utilities (IOUs) which include PG&E, SDG&E, SCG and SCE, and must not represent themselves as such, or claim association or affiliation with CAEATFA or any of the participating IOUs in any capacity.

*Certifies that:*

1. It is not subject to a cease and desist order or other regulatory sanction from the appropriate federal or state regulatory body, which would impair its ability to participate in the Program.
2. All Finance Provider Applicants that are not Financial Institutions must comply with the additional requirements specified in Section 10092.3.

*Certifies that, once it is enrolled in the Program as an Finance Provider Entity:*

1. These regulations constitute a lender services agreement between the Finance Provider Entity and CAEATFA.
2. It must follow the Program regulations as set forth in Program regulations.
3. It must permit an audit by CAEATFA of any of its records relating to Enrolled Financing Agreements during normal business hours on its premises, and must supply any other information concerning Enrolled Financing Agreements as may be requested by CAEATFA. Additionally, the Finance Provider Entity must permit an audit of its records relating to how it is representing the Program to the public, including, but not limited to, web and print collateral, marketing scripts, and marketing materials.
4. CAEATFA and the State of California have no liability to the Finance Provider Entity under the Program except from funds deposited in the Loss Reserve Account(s) for the Finance Provider Entity.

*Provides the following Representations, Warranties, and Covenants that upon enrollment in the Program as a Finance Provider Entity:*

1. It must retain all records relating to each Enrolled Financing Agreement for the term of financing.
2. It is solely responsible for identifying and making all disclosures and providing periodic reports to its Eligible Commercial Financing Customer(s) as required under applicable finance laws.
3. It must comply with all applicable finance laws, possess and maintain all required state and federal licenses, and remain in good standing with all governmental authorities having jurisdiction over its business.

*(Continued)*

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**PART VI: CERTIFICATIONS**

**Section 11: Acknowledgments, Certifications, Representations, Warranties and Covenants of both the Primary and Affiliate Finance Provider Applicants (continued)**

- 4. It indemnifies, defends, and holds harmless CAEATFA, each of the IOUs, their affiliates, and each of its 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 including, but not limited to, any failure of the Finance Provider Entity, or its agents, to comply with applicable finance laws in connection with Enrolled Financing Agreements;
  - b. Resulting from any error or omission by the Finance Provider Entity or any of its agents in the calculation or presentation of principal repayments or interest with respect to an Enrolled Financing Agreement, fees and charges, the receipt and processing of payments received from Eligible Commercial Financing Customers or any collection or enforcement action;
  - c. Alleging any breach of a representation, warranty, or covenant by that Finance Provider Entity;
  - d. Alleging any misrepresentation by the Finance Provider Entity or its agents with respect to the energy savings to be achieved in connection with an Enrolled Financing Agreement, or any failure or deficiency in the products, materials, or work supplied to a Eligible Commercial Financing Customer in connection with an Enrolled Financing Agreement; and/or
  - e. Arising from the Finance Provider Entity’s breach or alleged breach of these regulations and/or its confidentiality or privacy obligations under these regulations or with respect to the Program.
- 5. It agrees that the IOUs are not responsible for, and will have no liability for:
  - a. The energy efficiency improvements funded through the Enrolled Financing Agreement(s) supported through the Loss Reserve Account(s);
  - b. The assessment of potential benefits and costs associated with those improvements;
  - c. The qualification of the Finance Provider Entity;
  - d. The Finance Provider Entity’s marketing and/or lending policies and practices; or
  - e. CAEATFA’s educational and outreach activities.

*I, the undersigned, am authorized to legally bind the Primary Finance Provider Applicant and hereby certify all of the acknowledgments, certifications, representations, warranties, and covenants provided in this Section of this application.*

(bz) Primary Applicant signature: \_\_\_\_\_ (ca) Date: \_\_\_\_\_

(cb) Signatory name: \_\_\_\_\_ (cc) Signatory title: \_\_\_\_\_

*I, the undersigned, am authorized to legally bind the Affiliate Finance Provider Applicant and hereby certify all of the acknowledgments, certifications, representations, warranties, and covenants provided in this Section of this application.*

(cd) Affiliate Applicant signature: \_\_\_\_\_ (ce) Date: \_\_\_\_\_

(cf) Signatory name: \_\_\_\_\_ (cg) Signatory title: \_\_\_\_\_

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PART VI: CERTIFICATIONS

Section 12: Representations, Warranties, and Covenants Made by Non-Financial Institution Finance Provider Applicants

If your organization is a Bank, Credit Union, CDFI, or FDC, Skip to Section 13.

The Finance Provider Applicant provides the following Representations, Warranties, and Covenants:

- 1. The Finance Provider Applicant is duly organized and validly existing under the laws of the state of its organization and California with due power and authority to own its properties and to conduct its business as those properties are currently owned and that business is presently conducted, and has had at all relevant times and continues to have the power, authority, and legal right to participate in this Program.
2. The Finance Provider Applicant is duly qualified to do business and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business will require those qualifications.
3. The Finance Provider Applicant has the power and authority to execute and to carry out the terms of the Program.
4. There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Finance Provider Applicant or its properties:
a. Asserting the invalidity of Program regulations;
b. Seeking to prevent the consummation of any of the transactions contemplated by these regulations; or
c. Seeking any determination or ruling that might materially and/or adversely affect the performance by the Finance Provider Applicant of its obligations under Program regulations.
5. The Finance Provider Applicant has, and must maintain throughout its enrollment in the Program as a Finance Provider Entity, trained and qualified employees and suitable facilities and operating systems for the performance of the Underwriting, Origination, and Servicing functions, as applicable, required to administer the Program.
6. For a Finance Provider Applicant planning to fill the Servicing role, the Finance Provider Applicant has established, and must maintain throughout its enrollment in the Program as a Finance Provider Entity, a written disaster recovery plan that covers the restoration of the facilities, backup, and recovery of information in electronic data processing systems. Alternate processing facilities and systems are required to ensure continuous operations. The Finance Provider Entity must allow CAEATFA, at no additional cost to CAEATFA, to inspect its disaster recovery plan and facilities.
7. For a Finance Provider Applicant planning to fill the Originator role, the Finance Provider Applicant has established, and must maintain throughout its enrollment in the Program as a Finance Provider Entity, adequate internal audit and management control systems to guard against dishonest, fraudulent, or negligent acts by employees and contractors involved in the origination process.

I, the undersigned, am authorized to legally bind the Primary Finance Provider Applicant and hereby certify all of the representations, warranties, and covenants provided in this Section of this application.

(ch) Primary Applicant signature: \_\_\_\_\_ (ci) Date: \_\_\_\_\_

(cj) Signatory name: \_\_\_\_\_ (ck) Signatory title: \_\_\_\_\_

I, the undersigned, am authorized to legally bind the Affiliate Finance Provider Applicant and hereby certify all of the representations, warranties, and covenants provided in this Section of this application.

(cl) Affiliate Applicant signature: \_\_\_\_\_ (cm) Date: \_\_\_\_\_

(cn) Signatory name: \_\_\_\_\_ (co) Signatory title: \_\_\_\_\_

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**PART VI: CERTIFICATIONS**

**Section 13: Acknowledgments, Certifications, Representations, Warranties and Covenants of the Third Party Marketing Representative**

*This Section (Section 13) is only to be completed by Third Party Marketing Representatives.*

Section references below refer to Program Regulations, Article 6 of Division 13 of Title 4 of the California Code of Regulations.

The Marketing Representative:

*Acknowledges that:*

1. CAEATFA has made no representations, promises, or guarantees pertaining to the volume, quantity, or quality of financing agreements issued pursuant to the Program.
2. It, its representatives, and agents are not hired by CAEATFA or any of the participating IOUs, and must not represent themselves as such, or claim association or affiliation with CAEATFA or any of the participating IOUs in any capacity.

*Certifies that:*

1. It is not subject to a cease and desist order or other regulatory sanction from the appropriate federal or state regulatory body, which would impair its ability to participate in the Program.
2. All Marketing Representatives that are not Financial Institutions must comply with the additional requirements specified in Section 10092.3.

*Certifies that, once it is enrolled in the Program as a Marketing Representative:*

1. It must follow the Program regulations as set forth herein.
2. It must permit an audit by CAEATFA of any of its records relating to Enrolled Financing Agreements during normal business hours on its premises, and must supply any other information concerning Enrolled Financing Agreements as may be requested by CAEATFA. Additionally, the Marketing Representative must permit an audit of its records relating to how it is representing the Program to the public, including, but not limited to, web and print collateral, marketing scripts, and marketing materials.
3. CAEATFA and the State of California have no liability to the Marketing Representative under the Program except from funds deposited in the Loss Reserve Account(s) for the Marketing Representative.

*Provides the following Representations, Warranties, and Covenants that upon enrollment in the program:*

1. It must retain all records relating to each Enrolled Financing Agreement for the term of financing.
2. It is solely responsible for identifying and making all disclosures and providing periodic reports to its Eligible Commercial Financing Customer(s) as required under applicable finance laws.
3. It must comply with all applicable finance laws, possess and maintain all required state and federal licenses, and remain in good standing with all governmental authorities having jurisdiction over its business.

*(Continued)*

GOGREEN BUSINESS ENERGY FINANCING PROGRAM

California Alternative Energy and Advanced Transportation Financing Authority

915 Capitol Mall Sacramento, CA 95814 (916) 651-8157 [www.GoGreenFinancing.com](http://www.GoGreenFinancing.com) [cheef@treasurer.ca.gov](mailto:cheef@treasurer.ca.gov)

**PART VI: CERTIFICATIONS**

**Section 13: Acknowledgments, Certifications, Representations, Warranties and Covenants of the Third Party Marketing Representative (continued)**

- 4. It indemnifies, defends, and holds harmless CAEATFA, each of the IOUs, their affiliates, and each of its 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 including, but not limited to, any failure of the Marketing Representative, or its agents, to comply with applicable finance laws in connection with Enrolled Financing Agreements;
  - b. Resulting from any error or omission by the Marketing Representative or any of its agents in the calculation or presentation of principal repayments or interest with respect to an Enrolled Financing Agreement, fees and charges, the receipt and processing of payments received from Eligible Commercial Financing Customers or any collection or enforcement action;
  - c. Alleging any breach of a representation, warranty, or covenant by such Marketing Representative;
  - d. Alleging any misrepresentation by the Marketing Representative or its agents with respect to the energy savings to be achieved in connection with an Enrolled Financing Agreement, or any failure or deficiency in the products, materials, or work supplied to an Eligible Commercial Financing Customer in connection with an Enrolled Financing Agreement; and/or
  - e. Arising from the Marketing Representative’s breach or alleged breach of Program regulations and/or its confidentiality or privacy obligations under these regulations or with respect to the Program.
- 5. It agrees that the IOUs are not responsible for, and will have no liability for:
  - a. The energy efficiency improvements funded through the Enrolled Financing Agreement(s) supported through the Loss Reserve Account(s);
  - b. The assessment of potential benefits and costs associated with those improvements;
  - c. The qualification of the Marketing Representative;
  - d. The Marketing Representative’s marketing and/or lending policies and practices; or
  - e. CAEATFA’s educational and outreach activities.

*I, the undersigned, am authorized to legally bind the Marketing Representative and hereby certify all of the acknowledgments, certifications, representations, warranties, and covenants provided in this Section of this application.*

(cp) Marketing Representative signature: \_\_\_\_\_ (cq) Date: \_\_\_\_\_

(cr) Signatory name: \_\_\_\_\_ (cs) Signatory title: \_\_\_\_\_

*If you are a third party Marketing Representative that is applying with a Finance Provider Applicant that is not a Bank, Credit Union, CDFI, or FDC, proceed to the next section.*

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**PART VI: CERTIFICATIONS**

**Section 14: Representations, Warranties, and Covenants Made by a Marketing Representative Applying with a Non-Financial Institution Finance Provider Applicant**

*If you are a Marketing Representative that is applying with a Finance Provider Entity that is not a Bank, Credit Union, CDFI, or FDC, complete this Section.*

The Marketing Representative:

*Provides the following Representations, Warranties, and Covenants:*

1. The Marketing Representative is duly organized and validly existing under the laws of the state of its organization and California with due power and authority to own its properties and to conduct its business as those properties are currently owned and that business is presently conducted, and has had at all relevant times and continues to have the power, authority, and legal right to participate in this Program.
2. The Marketing Representative is duly qualified to do business and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business will require those qualifications.
3. The Marketing Representative has the power and authority to execute and to carry out the terms of the Program.
4. There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Marketing Representative or its properties:
  - a. Asserting the invalidity of Program regulations;
  - b. Seeking to prevent the consummation of any of the transactions contemplated by these regulations; or
  - c. Seeking any determination or ruling that might materially and/or adversely affect the performance by the Marketing Representative of its obligations under these regulations.

*I, the undersigned, am authorized to legally bind the Marketing Representative and hereby certify all of the representations, warranties, and covenants provided in this Section of this application.*

(ct) Marketing Representative signature: \_\_\_\_\_ (cu) Date: \_\_\_\_\_

(cv) Signatory name: \_\_\_\_\_ (cw) Signatory title: \_\_\_\_\_

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**PART VI: ON-BILL REPAYMENT (OBR) APPLICATION**

**Section 15: OBR Roles, Enclosures, Acknowledgments, Certifications, Representations, Warranties, and Covenants**

Section references below refer to Program Regulations, Article 6 of Division 13 of Title 4 of the California Code of Regulations, and definitions for defined terms used below may be found in the same Regulations.

*If you are the Primary Finance Provider Applicant and you wish to participate in OBR, complete this section.*

(cx) Please indicate that you wish to participate in OBR by checking this box:

PFPA AFPA

(cy) OBR Representative:

Please indicate the entity that will be the PFPA's point of contact for communications and reports related to the status of OBR participation and data related to the PFPA's financings repaid through OBR.

Required Enclosure for OBR Applicants:

In a separate enclosure, please provide an explanation of the benefits to OBR Customers due to the Primary Finance Provider Applicant's participation in OBR, similar to the explanation regarding the Loss Reserve Contribution described in Section 8.

Acknowledgments, Certifications, Representations, Warranties, and Covenants:

*The Primary Finance Provider Applicant acknowledges that:*

1. CAEATFA has made no representations, promises, or guarantees pertaining to the functionality or reliability of IOU billing systems.
2. The Operational Reserve Fund (ORF) exists as a tool to address interruptions in OBR payment streams to the FPE, and funds from the ORF do not constitute a loan or a line of credit to the FPE.

*The Primary Finance Provider Applicant certifies that:*

1. It must comply with each IOU's OBR Tariff;
2. It agrees to repay any ORF Balance owed pursuant to Section 10092.15(h);
3. It understands that multiple IOU billing cycles may elapse after the OBR Approval date and before the Total OBR Charge appears on the OBR Customer's IOU bill;
4. It agrees that, as of the OBR Approval Date, it must not directly bill or require any direct payment from the OBR Customer until the customer's OBR Removal Date;
5. It must not accelerate the repayment of an Enrolled Financing Agreement that is being repaid through OBR until the OBR Customer's OBR Removal Date; and
6. It must not require any direct payments on an Enrolled Financing Agreement that is currently being repaid through OBR prior to the OBR Removal Date.

*The Primary Finance Provider Applicant provides the following Representations, Warranties, and Covenants that upon enrollment in the Program as a Finance Provider Entity:*

1. It agrees that the IOUs are not responsible for, and have no liability for, the payment of Program funds or OBR Customer payments to the FPE after those amounts are transmitted from the IOUs to the accounts designated by CAEATFA.

*I, the undersigned, am authorized to legally bind the Primary Finance Provider Applicant and hereby certify all of the acknowledgments, certifications, representations, warranties, and covenants provided in this Section of this application.*

(cz) Primary Finance Provider Applicant signature: \_\_\_\_\_ (da) Date: \_\_\_\_\_

(db) Signatory name: \_\_\_\_\_ (dc) Signatory title: \_\_\_\_\_