Acknowledgments and Agreements

I agree to, acknowledge, and represent the following statements to CEE (this includes CEE’s agents, service providers, and any of their successors and assigns), and to other participants in the loan or grant applied for (including any actual or potential source of funding, any actual or potential owner of the loan or acquirer of any beneficial or other interest in the loan, any actual or potential service provider or contractor in connection with the loan or grant applied for, any guarantor or servicer of the loan, and any successor or assign of any of the foregoing).

By signing below, I agree to, acknowledge, and represent the following statements about:

(1) The complete information for this application.
The information I have provided in this application is true, accurate, and complete as of the date I signed this application. If the information I submitted changes or I have new information before the closing of the transaction, I must change and supplement this application. CEE and other participants in the loan or grant applied for may rely on the information contained in the application before and after closing of the transaction. Any intentional or negligent misrepresentation of information may result in the imposition of civil liability on me, including monetary damages, if a person suffers any loss because the person relied on any misrepresentation that I have made on this application, and/or criminal penalties on me including, but not limited to, fine or imprisonment or both under the provisions of federal law (18 U.S.C. 1001 et seq.).

(2) Electronic records and signatures.
CEE and other participants in the transaction may keep any paper record and/or electronic record of this application, whether or not the transaction is approved. If this application is created as (or converted into) an “electronic application”, I consent to the use of “electronic records” and “electronic signatures” as the terms are defined in and governed by applicable federal and state electronic transaction laws. I intend to sign and have signed this application either using my: (a) electronic signature; or (b) a written signature and agree that if a paper version of this application is converted into an electronic application, the application will be an electronic record, and the representation of my written signature on this application will be my binding electronic signature. I agree that the application, if delivered or transmitted to CEE or other participants in the loan or grant applied for as an electronic record with my electronic signature, will be as effective and enforceable as a paper application signed by me in writing.

(3) Delinquency.
CEE and other participants may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report and will likely affect my credit score.

(4) Use and sharing of information.
I understand, acknowledge and consent to the obtainment, use and sharing of this application, a consumer credit report, and other information provided in connection with this application, by and between CEE and other participants in the loan or grant applied for, including without limitation actual or potential service providers and contractors, for the purposes of the loan or grant applied for, as permitted by applicable laws.

(5) Eligibility.
I am not a spouse, child, parent, sibling or spouse of a sibling of a CEE director, officer or employee, nor do I hold any of the aforementioned positions.

(6) Security interest.
If I have applied for a loan, the loan may be secured by a mortgage or deed of trust which provides CEE a security interest in the property described in this application.