

**Dollar and Energy Saving Loans
Commitment Agreement***
To Be Completed By Lender

This Commitment Agreement, dated the last date written below, is made between the Nebraska Department of Environment and Energy (NDEE) and _____ of _____, Nebraska (LENDER).

It is hereby agreed that:

The LENDER is a Nebraska bank, savings institution or credit union and will service the approved loan through one of its offices located in the State of Nebraska. The LENDER has approved an extension of credit, subject to NDEE's commitment of funds, in the amount of \$ _____ to:

Name of Borrower _____

Address of Borrower _____

BORROWER, under the terms and conditions outlined in the Preliminary Loan Summary, which is made a part hereof by reference and said extension of credit is eligible under the Dollar and Energy Saving Loan Program.

NDEE will participate in the loan when approved by purchasing _____ % of the loan amount from the LENDER provided the terms and conditions set forth in the Preliminary Loan Summary are the same or if changes have been made, the changes have not affected the eligibility of the loan under the program.

The LENDER will provide NDEE with a copy of the signed promissory note evidencing the final amount loaned on the approved extension of credit once it is signed along with the completed Final Loan Summary and Participation Agreement.

The loan closing date will be no later than 6 months following NDEE's commitment on a Dollar and Energy Saving Loan. The LENDER will ensure that the approved project is completed within the time frame specified in the current program guidelines for the loan type, which is one month prior to the loan closing date, and if it is not, provide written reason to NDEE for the delay and request an extension of time for project completion.

The LENDER will verify the improvement(s) or replacement(s) made by the BORROWER either through a physical inspection or proof of purchase, and verify any appliance which is to be replaced is either discarded or traded-in at the time of the new purchase.

The LENDER certifies that if the approved extension of credit eligible for a Dollar and Energy Saving Loan is less than 100% of the total eligible cost of the project, it was at the BORROWER'S request and not mandated by the LENDER.

The LENDER certifies that the approved extension of credit eligible for a Dollar and Energy Saving Loan will be only for the cost of the project, not for labor to be provided by the BORROWER; and

If applicable, the LENDER has received from the BORROWER two other bids for the cost of goods or services the borrower proposes to have supplied by an electric or natural gas utility, where the same utility has provided the BORROWER with the energy calculations supporting the improvements or replacements which are or will be made with the proceeds of the extension of credit.

The LENDER certifies that the approved extension of credit will be a new loan, not a refinance of an existing debt or the financing of work completed or replacements made prior to NDEE's commitment unless it is a refinance of a previously approved loan under the program or an emergency HVAC system replacement which has received prior NDEE approval.

The LENDER will charge the BORROWER only fees associated with the recovery of LENDER'S actual out-of-pocket expenses incurred to a non-affiliated third party in processing the loan and will not charge any discount points or fees for LENDER'S indirect or overhead costs, unless specifically authorized under the current program guidelines promulgated by NDEE.

The LENDER will make available to NDEE for review, during its ordinary business hours, the BORROWER'S loan file as it relates to this approved extension of credit and will arrange with the BORROWER for NDEE staff to make an on-site inspection, should NDEE deem necessary while this commitment of funding is in place.

The LENDER will report on the status of its outstanding Dollar and Energy Saving Loans which have gone past the stated loan closing date, upon NDEE's request.

The LENDER will notify NDEE in writing within 5 working days should the LENDER terminate the extension of credit covered by this Commitment Agreement or within like period once a determination has been made on the necessity of extending the loan closing date.

No employee of NDEE shall participate in any decision relating to the agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is indirectly interested or have any interest, direct or indirect, in the agreement or the proceeds thereof.

Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original Agreement or successor in office.

If a court holds that any term of this Agreement is invalid, that holding shall not affect the other terms, which shall remain in full force and effect.

The promises and conditions herein contained shall bind, and benefits and powers shall inure to the respective successor of the parties. Wherever used herein, the singular number shall include the plural, the plural the singular, and the words LENDER and NDEE will include any payee thereof, whether by operation of law or otherwise.

In witness whereof, the parties have caused this Agreement to be executed as of the last date written below.

Name of Lender _____

Nebraska Department of Environment and Energy

Mailing Address _____

Authorized Signature _____

by _____

Typed or Printed Name _____

Title _____

Title _____

Date Signed _____

Date _____

Lender Federal Taxpayer # _____

Submit To: Nebraska Department of Environment and Energy

NDEE.DESL@Nebraska.gov

PO Box 98922 Lincoln, NE 68509



*The Nebraska Department of Environment and Energy reserves the right to refuse to commit funds on a Dollar and Energy Saving Loan Application and will notify the LENDER in writing as to the reason(s).