





LOAN INFORMATION	
Underwriter:	
Borrower:	
Loan Number:	
Solar Company:	
Title Type: <input type="checkbox"/> Lien <input type="checkbox"/> UCC <input type="checkbox"/> Notice <input type="checkbox"/> Other: _____	
INELIGIBLE SOLAR PROGRAMS	
	Property Assessed Clean Energy (PACE) - payments included in tax assessment and must be paid off prior to property selling.
	Home Energy Renovation Opportunity (HERO) – payments included in tax assessments.
	Any Solar Energy/Panel TAX Assessment Program(s) – lease payments included in property tax assessments. Property taxes take precedent over mortgage lien positions.
	Any Solar Energy/Panel Affecting WBC First Lien Position.
FannieMae/DU	
<input type="checkbox"/>	The lease payment must be included in DTI unless the lease is structured to: <ul style="list-style-type: none"> ● provide delivery of a specific amount of energy at a fixed payment during a given period AND ● have a production guarantee that compensates the borrower on a prorated basis in the event the solar panels fail to meet the energy output required for in the lease for that period. <i>(This requirement does not apply in the case of a Power Purchase Agreement (PPA) where the payment is calculated solely based on the energy produced and used may be excluded from the DTI.)</i>
<input type="checkbox"/>	The lease or PPA must indicate <ul style="list-style-type: none"> ● any damage that occurs as a result of installation, malfunction, manufacturing defect, or the removal of the solar panels is the responsibility of the equipment owner and the owner must be obligated to repair the damage and return the improvements to their original or prior condition (e.g. sound, and watertight conditions that are architecturally consistent with the home); AND ● the owner of the solar panels agrees not to be a named loss payee (or named insured) on the property owner’s property insurance policy covering the residential structure to which the panels are attached. As an alternative to this requirement, verify the owner of the solar panels is not a named loss payee (or named insured) on the property owner’s insurance policy; AND ● in the event of foreclosure, WBC has the discretion to <ol style="list-style-type: none"> 1. terminate the lease/agreement and require the third-party owner to remove the equipment OR 2. become, without payment of any transfer or similar fee, the beneficiary of the Borrower’s lease/agreement with the third party; OR 3. enter into a new lease/agreement with the third party, under terms no less favorable than the prior owner.
<input type="checkbox"/>	Any exceptions to coverage on the title insurance policy for recorded instruments relating to the solar panels must comply with the conditions set forth in B7-2-05, Title Exceptions and Impediments
<input type="checkbox"/>	The leased solar panels cannot be included in the appraised value of the property.
<input type="checkbox"/>	The property must maintain access to an alternate source of electric power that meets community standards.
FreddieMac/LP	
<input type="checkbox"/>	All items as note above under FannieMae have been met
<input type="checkbox"/>	Energy-efficient property uses (e.g. cost, construction, materials, mechanical systems, equipment and site orientation) must be consistent with area in which the property is located and meets community standards.
<input type="checkbox"/>	Appraiser must identify the property energy-efficient features.
<input type="checkbox"/>	Appraiser must comment on any effect to value or marketability and must make appropriate adjustments to reflect the market reaction to the energy-efficient features.
<input type="checkbox"/>	In the event of foreclosure, WBC CANNOT take over energy-efficient/solar panels.

JUMBO	
<input type="checkbox"/>	Refer to the Jumbo product matrices for details.
FHA	
<input type="checkbox"/>	The lease payment must be included in the DTI.
<input type="checkbox"/>	Lease agreement must not cause a conveyance (ownership transfer) of property by the borrower to: <ul style="list-style-type: none"> ● Be void, or voidable by a third party; ● Be basis of contractual liability of borrower (including rights of first refusal, pre-emptive rights or options related to borrower’s efforts to convey); ● Terminate or be subject to termination of all or part of interest held by the borrower; ● Be subject to consent of a third party; ● Be subject to limits on the amount of sales proceeds a borrower can retain (e.g. due to a lien, “due on sale” clause, etc.); ● Be grounds for accelerating the insured mortgage; <i>OR</i> ● Be grounds for increasing the interest rate of the insured mortgage.
<input type="checkbox"/>	Any restrictions resulting from provisions of the lease agreement or Power Purchase Agreement (PPA) do not conflict with FHA regulations unless it includes provisions encumbering the real property or restricting the transfer of the real property.
<input type="checkbox"/>	Legal restrictions on conveyance (free assumability) of real property (e.g. the house) that could require the consent of a third party (e.g. energy provider, system owner, etc.), include but are not limited to: <ul style="list-style-type: none"> ● Credit approval of a new purchaser before the seller can convey the real property (<i>must not require system owner consent</i>); ● Unless the provisions may be terminated at the option of and with no cost to the current homeowner. ● If lease agreement/PPA could cause restriction upon transfer of home; the property is subject to impermissible legal restrictions and generally ineligible.
<input type="checkbox"/>	Leased solar panels cannot be included in the appraised value of the property.
<input type="checkbox"/>	Appraiser must identify solar system features.
<input type="checkbox"/>	Appraiser must comment on marketability.
Exceptions	
<input type="checkbox"/>	FHA Streamline(<i>no credit qualifying only</i>)– WBC Underwriting is only required to ensure WBC new mortgage will be in first lien position.
Title/Misc	
<input type="checkbox"/>	Lien on title must be subordinated WBC first lien position. <ul style="list-style-type: none"> ● Review full lease agreement/PPA ● Executed subordination agreement
<input type="checkbox"/>	Easements reflect lease Uniform Commercial Code (UCC) financing statement or Notice of an Independent Solar Energy on title: <ul style="list-style-type: none"> ● Request/review recorded document(s), exhibit(s) and applicable solar lease agreement/PPA must: <ul style="list-style-type: none"> ● Subordinate to WBC first lien position, <i>OR</i> ● Title to ensure WBC is in first lien position, <i>OR</i> ● Remove/delete UCC financing statement or Notice Independent Solar Energy
Comments	