

Appendix B
HOMEWISE, INC. SUBSCRIPTION AGREEMENT

I wish to purchase a Homewise Promissory Note (the “Note”), in the principal amount and with the interest rate and term to maturity stated below, pursuant to this Subscription Agreement (this “Agreement”), and in the form of Promissory Note attached as Appendix C to the Prospectus (“Prospectus”). I enclose cash, certified funds or a personal check made payable to the order of **Homewise, Inc.** (“Homewise”) in the principal amount of the Note.

Investor (Name in which Note is to be registered):

Investor’s Taxpayer ID No.: _____
(Social Security No. for individuals)

Investor’s Email Address: _____

Investor’s Address:

Investor’s Mailing Address *(if different from left):*

Principal Amount of Note: \$ _____

Date of Note: *(To be completed by Homewise upon acceptance.)* _____

Maturity Date of Note: *(To be completed by Homewise upon acceptance.)* _____

Term to Maturity and Interest Rate:
(See the Interest Rate Sheet accompanying the Prospectus)

<input type="checkbox"/> 1 year	<input type="checkbox"/> 1.00%	<input type="checkbox"/> Other:
<input type="checkbox"/> 2 years	<input type="checkbox"/> 1.50%	<input type="checkbox"/> Other:
<input type="checkbox"/> 3 years	<input type="checkbox"/> 2.00%	<input type="checkbox"/> Other:
<input type="checkbox"/> 4 years	<input type="checkbox"/> 2.50%	<input type="checkbox"/> Other:
<input type="checkbox"/> 5 years	<input type="checkbox"/> 3.00%	<input type="checkbox"/> Other:
<input type="checkbox"/> 7 years	<input type="checkbox"/> 3.50%	<input type="checkbox"/> Other:
<input type="checkbox"/> 10 years	<input type="checkbox"/> 4.00%	<input type="checkbox"/> Other:

Interest Election: I elect to have interest accruing under the Note to be: *(Please choose one of the following options.)*

- Paid semiannually in June and December (via ACH unless otherwise elected below).
- Reinvested into the principal amount of the Note.
- Donated to Homewise.

Automatic Renewal: I understand that unless I elect otherwise (or if I live in a state that does not allow it, as described in the Prospectus under “State Specific Information”), the Note will automatically renew on the maturity date for a note with the same term to maturity as the maturing Note (or, if such term is not being offered at that time, with a term to maturity as close in duration as possible), and bearing the interest rate then being offered by Homewise for such notes. The information and elections provided elsewhere in this Subscription Agreement will apply to the note issued upon renewal. By checking the following box, I opt out of automatic renewal:

ACH Payment: I understand that Homewise generally repays its obligations under the Notes, including interest (if semiannual payment is elected) and principal repayments, electronically via ACH transfer. By checking one of the following boxes, I opt out of electronic payment via ACH and instead receive payments via one of the following methods: *(Optional.)*

- Check mailed to following address: *(Leave blank to indicate the Mailing Address above.)*

- Wire transfer of immediately available funds in accordance with the separately provided written instructions. *(Please enclose wire instructions.)*

Electronic Delivery of Offering Documents: I understand that by checking the following box, I consent to receive documents regarding my investment including the Prospectus, periodic statements, and renewal notices, electronically. Homewise will not mail paper copies of these documents unless I submit a written request for paper delivery or revoke my consent to electronic delivery by providing written notice to Homewise. Documents sent electronically will be sent to the email address provided above unless an updated email address is provided to Homewise at invest@homewise.org:

(Optional) Authorization to Share Information With Third-Party Advisory Firm: By checking this box, the Applicant authorizes the following investment advisor, wealth manager, broker-dealer, attorney, or accountant to receive and transmit information to and from Homewise on the Investor's behalf:

Firm Name: _____

Address: _____

Telephone: _____

Email: _____

Delivery Instructions: Please indicate where Homewise should send the executed Agreement, Note and direct communications regarding your investment.

Original: Investor Advisor
Electronic: Investor Advisor Both

(Optional) Targeted Investment Option: *(Please check only one option below.)*

- My investment is to be used for Homewise's general purposes in the promotion of its mission.
- I wish to target my investment toward the New American Lending Program.
- I wish to target my investment toward Energy-efficiency and Solar Lending Programs.

(Optional) Additional Donation to Homewise:

- In addition to my investment, I would like to make a tax-deductible donation to support the mission of Homewise in the amount of: \$ _____.

For Trusts and Other Legal Entities:

- Please attach a completed Form W-9 and an investment resolution (unless the Investor is a revocable trust).
- If the Investor is a trust, please attach a copy of the trust document or certificate of trust showing the name and date of the trust and the taxpayer identification number.

TERMS AND CONDITIONS

The Investor understands that Homewise reserves the right, in its sole discretion, to reject all or any part of this Agreement or any subscription for Notes. Acceptance will be given to the Investor by Homewise's countersignature and return of this Agreement and execution and delivery of the Note. If so accepted, this Agreement (i) will be binding upon the Investor's heirs, successors, legal representatives and assigns, (ii) may not be canceled, terminated or revoked by the Investor, except as provided under applicable law, and (iii) will be governed by and construed in accordance with the laws of the State of New Mexico (without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New Mexico). If this Application is not accepted by Homewise, this Agreement will be null and void and of no further force and effect, and no party shall have any rights against any other party hereunder.

A. The Investor acknowledges that:

1. There are certain risks associated with an investment in the Note. The Note is an interest-only, fixed rate, unsecured debt instrument that may be redeemed by Homewise at its option prior to the maturity date but not upon the demand of the Investor prior to the maturity date. The Note is an unsecured obligation of Homewise, Inc. and therefore subordinate to the repayment of secured debt of Homewise, Inc. The Note is not guaranteed or insured. The Note is subject to certain restrictions on transferability as described in the Prospectus.
2. The Notes are not registered under the Securities Act of 1933, as amended. The Notes also may not be registered under state securities laws and may be offered and sold in reliance upon exemptions from registration. No federal, state, local or foreign agency has passed upon the Notes or made any finding or determination as to the fairness of this investment the Notes will be acquired by the Investor solely for the account of the Investor, for investment purposes only and not with a view to the distribution thereof.
3. Investor has received and reviewed the Homewise Prospectus, including any documents that are incorporated into and made part of the Prospectus, which summarizes the risks and other information regarding the Notes. The Notes have the terms as set forth in the Prospectus. Investor has been provided the opportunity to ask questions and receive satisfactory answers concerning the terms and conditions of the offering and obtain additional information in order to evaluate the merits and risks of an investment in the Notes. No statement or other information that is contrary to the information contained in the Prospectus has been given or made by or on behalf of Homewise to Investor.
4. Investor has had the opportunity to consult with legal, accounting, tax, investment, and other advisers to Investor with respect to the merits and risks of, and the tax consequences of, an investment in the Note.
5. If Investor selects a Targeted Investment Option as set forth on the first page of this Agreement, Investor understands that: (a) targeting is discretionary on the part of Homewise and based on its reasonable efforts, (b) due to variability in the availability and timing of appropriate projects and loans, and differences between the terms to maturity of loans and targeted Notes, there may be variations from time to time between the amount of outstanding Notes targeted to specific areas and loans outstanding to that area. (c) Homewise does not track or tie specific Notes to specific loans, and (d) at its discretion, Homewise reserves the right to untarget funds from time to time.

B. The Investor represents and warrants to Homewise, Inc. and agrees as follows:

1. If the Investor is an individual, the residence of the Investor set forth on the first page of this Agreement is the true and correct primary residence of the Investor, and he or she has no present intention to become a resident or domiciliary of any other state or jurisdiction. If the Investor is a trust, corporation, or other entity, the undersigned is duly authorized to purchase the Note and execute this Agreement on behalf of such entity. The Investor authorizes Homewise to act upon the instructions and directions of any authorized signer in all matters with respect to the Note, including renewal, reinvestment, redemption and transfer.
2. All acknowledgements, representations, warranties, covenants and certifications contained in this Agreement shall survive the acceptance of this subscription. This Agreement supersedes all prior agreements and discussions between Homewise, Inc. and the Investor relating to an investment in the Note.

3. The parties agree that nothing in this Agreement shall be construed or operates as a waiver of rights of the parties hereto.
4. Any notice, demand, or other communication that any party hereto may be required, or may elect, to give to anyone hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United State mail letter box, registered or certified mail, return receipt requested, addressed to such address as may be given herein, (b) delivered personally at such address, or (c) sent by recognized overnight courier service (postage prepaid) to such address.
5. This Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all the parties, notwithstanding that all parties are not signatories to the same counterpart.
6. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives, and assigns. If the Applicant is more than one person, the obligation of the Applicant shall be joint and several and the acknowledgements, representations, warranties, covenants, and agreements herein contained shall be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, trustees and legal representatives
7. This Agreement contains the entire agreement of the parties, and there are no representations, covenants, or other agreements except as stated or referred to herein.

Under penalty of perjury, the Investor further certifies that: (1) the taxpayer identification number (TIN) indicated on this Agreement is correct, (2) Investor is not subject to backup withholding, and (3) each Investor is a U.S. citizen or a U.S. resident alien. If the correct TIN is not supplied, Homewise is required to withhold 24% of interest and/or redemption funds.

SIGNATURE

The Investor hereby executes this Agreement as of the date specified below.

FOR INDIVIDUAL INVESTORS:

(Print Name) _____ (Signature)
Date: _____

(If jointly held, also complete below for joint tenant, joint noteholder, or tenant in common)

(Print Name) _____ (Signature)
Date: _____

FOR CORPORATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES, TRUSTS OR OTHER ENTITIES:

(Print Name of Entity)

(Print Name of Authorized Representative) _____ (Signature)

(Title of Authorized Representative) Date: _____

ACCEPTANCE

If this Subscription is accepted, one copy of this Subscription Agreement will be returned to the Investor. If this Subscription is not accepted, the funds or check tendered herewith will be promptly returned to the Investor.

HOMEWISE, INC., a New Mexico nonprofit corporation hereby accepts the foregoing Subscription Agreement as of _____.

HOMEWISE, INC.

By: _____