

Appendix B

HOMEWISE, INC. SUBSCRIPTION AGREEMENT

I wish to purchase a Homewise Promissory Note, bearing interest at a rate of _____ per annum and having a maturity date of _____, as set forth in that certain Homewise Promissory Note dated _____, in the principal amount of \$_____ (the "Note"). 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.

Please check only one box per item. If you check the "DO" box in item 1, please do NOT check either box in item 2.

1. I DO DO NOT wish to waive the interest on the Note.
2. I DO DO NOT wish to automatically reinvest the interest on the Note.
3. I DO DO NOT wish to automatically renew the Note on the maturity date for a note bearing the interest rate then being offered by Homewise for similar notes on the maturity date of my Note on the terms as the Note. (Automatic renewal is not available in Oregon.)

Targeted Investment Option: Please check only one option below.

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

By signing this Agreement, each undersigned investor (the "Investor") certifies, under penalty of perjury and as required by law, that (I) the social security number or taxpayer identification number of the Investor provided on this form is the correct social security number or taxpayer identification number of the Investor, and (II) the Investor is not currently under notice from the IRS that the Investor is subject to back-up withholding.

(Please strike through #II above if the Investor is subject to backup withholding. If the Investor is subject to backup withholding, Homewise is required to withhold 28% of each interest payment. Alternatively, Homewise may decline this subscription. If you indicate that you are subject to backup withholding, Homewise is not required to obtain any other consent from you to such backup withholding.)

In addition to my investment, I would like to make a tax-deductible donation to support the mission of Homewise in the amount of: \$
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Investor(s) (Name in which Note is to be registered):

Investor(s) Physical Address, Phone, Email:

Investor(s) Correspondence Mailing Address (if different):

Investor(s) Social Security Number:

Investor(s) Payment Mailing Address:
(if different):

Please include a copy of the relevant section(s) of the Trust Agreement and any other documentation necessary to establish the authority of the person signing this Subscription Agreement. If acceptable to the Company, you may provide certified copies of relevant portions of the Trust Agreement.

TERMS AND CONDITIONS

The Investor, by signing this Subscription Agreement (“Agreement”), applies for the purchase of the Note set forth on the first page of this Agreement and encloses cash, certified funds or a check made payable to Homewise, Inc. in the amount set forth on the first page of this Agreement.

The Investor understands that Homewise reserves the right to reject all or any part of any subscription in its sole discretion and will reject subscriptions from an Investor if exemptions from federal and state securities law registration requirements are not available for the sale of the Note to such Investor. The Investor will be notified promptly by Homewise as to whether his or her subscription has been accepted. If the Investor's subscription is not accepted, the funds tendered herewith shall be refunded promptly.

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.
2. Investor has been furnished with the Homewise Prospectus and such financial and other information concerning Homewise and the business of Homewise as Investor has requested and considers necessary, in connection with the investment by Investor in the Note.
3. Investor has carefully reviewed the Homewise Prospectus, the Note, and this Agreement and has discussed with Homewise or a person or persons acting on its behalf any questions Investor may have had with respect thereto, including:
 - i. The risks involved in this offering;
 - ii. The financial risks involved in this offering, including the risk of losing the entire investment made by Investor;
 - iii. The lack of liquidity and restrictions on transfers of the Note; and
 - iv. The tax consequences of this investment.
4. Investor has consulted with legal, accounting, tax, investment, and other advisers to Investor with respect to the tax treatment of an investment by Investor in the Note and the merits and risks of an investment in the Note to the extent that such advice is deemed appropriate by Investor.
5. Investor and the Investor's adviser(s) have had a reasonable opportunity to ask questions of and receive answers from Homewise, or a person or persons acting on its behalf, concerning the offering, and all such questions have been answered to the full satisfaction of Investor. No oral representations have been made or oral information furnished to Investor or his or her adviser(s) in connection with the offering that are in any way inconsistent with the statements made in the Prospectus, the Note, or this Agreement.
6. 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.
7. No federal or state agency has made any finding or determination as to the fairness for investment in, or any recommendation or endorsement of, the Note.

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

1. 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.
2. In making his or her decision to subscribe for the Note, the Investor has relied solely upon his or her review of the Homewise Prospectus and such other documents and independent investigations made by him or her (and his or her purchaser representative, if any) without the assistance of Homewise, Inc. or its officers, directors, shareholders, affiliates, employees or agents.
3. All acknowledgments, representations, warranties, covenants and certifications contained in this Agreement shall survive the acceptance of this subscription. The Investor acknowledges and agrees that this Agreement shall survive changes that are not material in the transactions, documents, and instruments described herein, and the death or disability of the Investor. This Agreement supersedes all prior agreements and discussions between Homewise, Inc. and the Investor relating to an investment in the Note.
4. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New Mexico.
5. The parties agree that nothing in this Agreement shall be construed or operates as a waiver of rights of the parties hereto.
6. 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.
7. 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.
8. 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.
9. 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.

SIGNATURE PAGE

Date: _____

Amount of Subscription: \$ _____

INVESTOR

I would like my investment to remain anonymous

By: _____

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: _____