# Simple Solar Ownership

With the \$0-down EmpowerLoan™, own your energy and turn your monthly electric bill into an investment – not just another monthly expense. The EmpowerLoan<sup>™</sup> is an innovative loan solution that allows you to purchase and own your solar PV system.

There has never been a better time to go solar.

Now, with the EmpowerLoan<sup>™</sup>, there has never been a better way.



EmpowerLoan™ is a trademark of Dividend Finance

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www.dividendsolar.com

#### SOLAR LOAN AND SECURITY AGREEMENT

This Solar Loan and Security Agreement (this "**Agreement**"), dated March 19, 2018 (the "**Effective Date**"), is between **Marisol Testcase** (individually and jointly referred to as "**Borrower**" or "**you**", whether one or more) and Dividend Solar Finance LLC ("**Lender**," "**we**," or "**us**"). Borrower's home and installation address is 13622 Los Olivos Avenue, Poway, CA 92064 (the "**Home**"). Lender's address is 433 California St., Suite 300, San Francisco, CA 94104, and Lender is licensed as a California Finance Lender, No.: 60DBO 35823. Please read all pages of this Agreement carefully.

Lender has agreed to make a loan to Borrower (the "**Loan**"), and Borrower agrees to pay back the Loan based on the terms of this Agreement. Borrower agrees that proceeds from the Loan will solely be used to pay for the design and installation of solar photovoltaic (PV) electricity generation equipment (the "**Collateral**") at the Home.

Borrower is purchasing the Collateral from Victory Solar ("**Seller**"). Borrower will have a separate agreement with the Seller or third-party contractor ("**Contractor**") to install the Collateral at the Borrower's Home.



# TRUTH IN LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments		
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.		
5.99%	<b>\$22,297.81</b> (e)	\$30,000.00	\$52,297.81(e)		
Your Payment Schedule Will Be:					
Number of Payments	Amount of Payments	When Paym	Payments Are Due		
16	\$149.75(e)	Monthly, beginning June 17, 2018(e)			
224	\$222.78(e)	Monthly, beginning October 17, 2019(e)			
Security: You are giving a security interest in the Collateral being purchased					

Security: You are giving a security interest in the Collateral being purchased.

**Late Charge:** If we do not receive a payment in full within 15 days of its due date, you will pay a late charge equal to the greater of \$25 or three (3) percent of the unpaid amount of the payment then due, provided that the late charge will not exceed \$50.

**Prepayment:** You may prepay all or any portion of the Loan at any time without penalty.

**Terms:** You should read the remainder of this Agreement for additional information about security interests, nonpayment, defaults, prepayment refunds and our right to require repayment in full before the scheduled maturity date. (e): Denotes an estimate.

	ITEMIZATION OF AMOUNT FINANCED	
1.	Principal Amount of Loan 1. Amounts Paid to Others on Your Behalf	\$ 30,000.00
	a. To Seller/Contractor for Collateral and Installation	\$ 30,000.00
2.	Amount Financed	\$ 30,000.00

**Principal Amount of Loan.** The total amount of money that is being borrowed from Lender (the "**Principal**") is provided in the Amount Financed box above. The Principal amount is the sum of all the payments Lender is making on Borrower's behalf. By signing this contract, Borrower is directing Lender to make those payments based upon the Seller/Contractor meeting certain requirements related to the design and installation of the Collateral ("**Milestones**"). The first Milestone is the execution of a work order, which provides the details of the design and installation of the Collateral, and which is signed by the Seller/Contractor and Lender ("**Work Order**"). The second Milestone is the installation of the Collateral ("**Substantial Completion**"). Lender will disburse a portion of the Principal at the first Milestone and will disburse the remaining amount at the second Milestone, and the amount disbursed at each Milestone will be based upon arrangement between Seller/Contractor and Lender. Borrower agrees that Lender is not obligated to make any payment until it has received all documentation necessary or appropriate, as determined by

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Lender, to verify the Milestone requirement has been met. However, Lender will not be obligated to make any Principal disbursement if Borrower is in default under this Agreement.

**Promise to Pay.** In return for the Loan, Borrower promises to pay to Lender the outstanding Principal that has been disbursed pursuant to this Agreement, <u>plus</u> interest at the rates identified below, <u>plus</u> all other amounts that are or may become due under this Agreement, even if the Collateral is damaged, destroyed, or missing, and even if one or more Milestones do not occur, or if Lender for any other reason does not make a scheduled Principal disbursement. Borrower promises to make payments in accordance with the "**Payment Schedule**" described on Exhibit A. The Loan must be repaid in full by 240 months (the "**Maturity Date**") after the first scheduled payment. Any amounts owed under this Agreement that remain unpaid on the Maturity Date will become immediately due and payable on that date.

Borrower promises to make payments on or before the 17<sup>th</sup> day of each month, or, if the 17<sup>th</sup> does not fall on a business day in a given month, then on or before the next succeeding business day following the 17<sup>th</sup> for such month. Payments and other credits will be applied to accrued and unpaid interest, outstanding fees and charges, and outstanding Principal, in any order Lender chooses, unless otherwise required by law. Each person who signs this Agreement as Borrower is jointly and severally liable for the sums owed under this Agreement. All payments will be made to Lender by Automated Clearing House ("ACH") withdrawal or at Lender's address set forth on the signature page hereto unless otherwise directed or agreed to by Lender. Each person who signs this Agreement as a Borrower is jointly and severally liable for the amounts owed under this Agreement.

**Interest.** Interest on the Loan will be calculated on a simple interest basis. Interest is calculated daily on the basis of a 360-day year with 12 months, each of which is 30 days (or 30/360) long, regardless if a month has more or less than 30 days. Interest will begin to accrue on the outstanding Principal of the Loan, beginning on the date the second Milestone occurs ("Accrual Date") until the date upon which all outstanding Principal is repaid in full, whether before or after the Maturity Date; provided, however, that if the second Milestone occurs on the first (1<sup>st</sup>) through the seventeenth (17<sup>th</sup>) day of the month, interest shall begin to accrue on the seventeenth (17<sup>th</sup>) day of the month. The Interest Rate is 5.99% per year.

**Payment Schedule.** For the first sixteen (16) months following the Accrual Date ("**Interest Only Period**"), Borrower will be required to make monthly payments equal to the expected monthly interest charged on the outstanding Principal of the Loan as of the Accrual Date ("**Interest Only Payment**"). In addition to the Interest Only Payments, the Borrower will be required to pay any required fees or charges (such as late charges or returned payment fees, etc.). While the first sixteen months is called the Interest Only Period, the actual number of payments that only apply to interest will depend in part on the outstanding Principal of the Loan any future monthly payments made during the Interest Only Period may be applied to both interest and principal (assuming payments are made in full and there are no outstanding fees or other charges). If the Principal of the Loan is reduced during the Interest Only Payment will remain the same during that period except if the loan is re-amortized in connection with an Incentive Investment payment. The estimated payment schedules are provided in Exhibit A and Exhibit B.

**Re-amortization.** Lender shall re-amortize Borrower's loan once during the term of the Loan. The re-amortization will be a recalculation of the monthly payment term based on the loan Maturity Date, interest rate, outstanding Principal, unpaid interest and any other outstanding fees. The re-amortization shall occur at the conclusion of the Interest Only Period unless the Incentive Investment payment is made.

**Incentive Investment.** If Borrower makes a total prepayment of Principal to Lender in the amount of \$9,000 during the Interest Only period (the "**Incentive Investment**") then the loan re-amortization shall occur at the time of that the Incentive Investment payment is made and not at the conclusion of the Interest Only Period. Any prepayment of Principal made during the Interest Only Period will apply toward the Incentive Investment payment. If total of all prepayments of Principal are equal to or greater than \$9,000, then the Lender will re-amortize the loan in accordance with the terms of this provision.

The estimated effect on the payment schedule of making the Incentive Investment with that election is illustrated in Exhibit B.



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#### Prepayment and Loan Transfer.

- 1. The Loan MAY be prepaid in whole or in part at any time, without premium or penalty.
- 2. After receiving a written request, Lender will compute and deliver to Borrower a payoff amount for the balance of the Loan.
- 3. If prepaid in part, Lender will apply all payments and other credits toward accrued and unpaid interest, outstanding fees and charges, and outstanding Principal, in any order Lender chooses, unless otherwise required by law.
- 4. If Borrower enters into a binding contract to sell or otherwise transfer the Home, Borrower MAY:
  - a. Prepay the Loan in whole within fourteen (14) days of the transfer of the Home; or
  - b. Have the new owner of the Home assume the Loan, <u>provided that</u>, prior to the transfer of the Home, Lender determines that the assuming owner satisfies Lender's standards for assuming the Loan, the Incentive Investment has been paid to Lender and such new owner of the Home assumes the Loan in writing.
- 5. The Loan MUST be prepaid in full immediately upon any of the following events (each, a "Mandatory Prepayment Event"):
  - a. If Borrower enters into a sales contract to sell the Home and the new owner of the Home does not agree in writing to assume the Loan;
  - b. If Borrower enters into a sales contract to sell the Home and the new owner of the Home does not, in Lender's sole determination, meet Lender's standards for assuming the Loan;
  - c. If all Borrowers have died; or
  - d. If Borrower has the solar system included in the appraised value of the Home and the solar equipment will be sold as a part of the Home sale.

Upon a Mandatory Prepayment Event, Lender will compute and deliver to Borrower a notice of the payoff amount for the thenremaining balance of the Loan. Borrower MUST pay the payoff amount within the time frame and otherwise as described in that notice, which will be a period of at least ten (10) business days from the date Borrower receives the notice.

Late Charges. If Lender does not receive the full amount of any payment within fifteen (15) calendar days after the payment due date, Borrower agrees to pay a late charge equal to the greater of \$25 or three (3) percent of the unpaid payment amount, provided that the late charge will not exceed \$50. This late charge is in addition to the payment then due. Lender may add unpaid fees and charges to the monthly payments due on the Loan, or may collect them separately.

**Returned Payment Fee.** If any payment initiated to Lender, whether by check or ACH, is returned unpaid for any reason, Borrower agrees to pay Lender a processing fee of \$15 per occurrence; HOWEVER, at its discretion, Lender may forgive such fee.

**Required Insurance.** Borrower must obtain and maintain property insurance on the Collateral in an amount sufficient to pay the replacement cost of the Collateral in the event of loss of or damage to the Collateral. Borrower may obtain and maintain the required insurance from an insurer chosen by Borrower that is reasonably acceptable to Lender, either as part of Borrower's existing homeowner's insurance policy or through a separate policy that is reasonably acceptable to Lender. In the event of any loss or damage to the Collateral, Borrower will provide Lender with any insurance proceeds received, to be applied to the remaining Loan Principal, unless the proceeds are used to repair or replace the Collateral and Lender consents in writing. Borrower is responsible for notifying the insurance provider of the installation of the Collateral, and determining how it may impact Borrower's existing insurance provider to cancel the property insurance on the Collateral and may apply any rebate of unearned insurance premiums received by Lender from the insurance provider towards amounts owed under this Agreement.

**Security Interest.** Borrower grants Lender a security interest in and on the Collateral and in all accessories, equipment, and replacement parts installed in connection therewith. Borrower agrees that Lender's security interest is a purchase-money security interest. This security interest also covers: (a) any proceeds of any insurance policies, warranties, or service contracts covering any part of the Collateral; (b) any proceeds of any sale of the Collateral; and (c) any renewable energy or carbon certificates or credits (referred to, among other things, as "SRECs") or other economic benefits related to incentives to support renewable energy production that Borrower may receive or be entitled to as a result of the Collateral (the "**Solar Incentives**"). Any proceeds described in (a) above that are paid to or received by Lender may be applied at Lender's discretion to amounts owed under this Agreement. Lender, in its sole discretion, may file financing statements and/or other documents to evidence, perfect, protect or maintain its security interest. Borrower agrees that Lender may pre-file financing

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statements before Principal is disbursed or before the security interest otherwise attaches. Upon payment in full of all amounts owed under this Agreement, Lender's security interest in the Collateral will terminate.

**Non-Fixture Collateral.** Borrower and Lender agree that: (a) any nails, bolts, screws or other materials that are or may at any time attach any portion of the Collateral to the Home are not permanent, may be removed, and in fact must be removed under certain conditions related to, without limitation, the maintenance of the Collateral; (b) the Collateral will not be considered, deemed, judged or otherwise treated as a fixture on the Home; and (c) the Collateral will be considered, deemed, judged and otherwise treated as removable personal property, fully subject to Lender's security interest pursuant to the **Security Interest** section and any other applicable provision of the Loan Documents or applicable law related to such security interest, including, without limitation, Lender's right to remove or seek removal of the Collateral from the Home upon Borrower's breach of or default under this Agreement. For the avoidance of doubt, the terms of this "Non-Fixture Collateral" section will prevail notwithstanding anything to the contrary herein or in any of the other Loan Documents, and excluding application of any provision of applicable law that would lead to a contrary result, to the fullest extent any such provision may be waived or disclaimed, and further disregarding any physical feature of the Home or the Collateral that would lead to a contrary result (including, without limitation, that any portion of the Collateral has been attached to the Home by nails, bolts or screws).

**Protect and Maintain Collateral.** Borrower must ensure that the Collateral remains in good operating condition and repair until all amounts owed under this Agreement have been paid in full. Borrower agrees to follow all manufacturer operation, maintenance and use guidelines for the Collateral, and agrees not to do anything that would void a manufacturer warranty or service contract covering any part of the Collateral. Borrower agrees to seek prior approval from the Lender before taking any actions that may affect the Collateral, including roof replacement, renovations, or landscaping that could require or result in physical movement or alteration of the Collateral, or could impact the shade profile applicable to the Collateral. Borrower must take any action necessary to protect and maintain the Collateral, including paying any fees, charges, or taxes related to or affecting the Collateral. Lender, in its sole discretion, may choose to take any action necessary or appropriate to protect and maintain the Collateral if Borrower fails to do so, and may require Borrower to pay any expenses or amounts Lender incurs in doing so. If Lender incurs such expenses or amounts and Borrower does not, after Lender's demand, repay those expenses or amounts, Lender may add those expenses and amounts to the unpaid Principal amount owed under the Loan and accrue interest on such expenses and amounts until they are repaid.

**Inspection and Access.** Borrower agrees that Lender (or Lender's agent) may inspect the Collateral after giving reasonable notice to Borrower. Two (2) business days will be considered reasonable notice, unless otherwise required by law. Lender, at Lender's sole cost and expense, may choose to acquire a service or maintenance contract for the Collateral, in which case, Borrower must allow reasonable access to the Collateral for servicing, maintenance and repairs. Lender's decision (at Lender's sole discretion) to acquire a service or maintenance contract will not affect Borrower's obligation to maintain the Collateral in good operating condition and repair.

**Borrower Covenants and Representations.** Borrower agrees that the following is true and correct, and that Borrower will be bound by these covenants and representations during the term of this Loan:

- a. Borrower has not granted any other person a security interest in the Collateral or allowed any other person to acquire a lien on the Collateral;
- b. Borrower is not in violation of any federal, state, or local laws pertaining to the Collateral or this Agreement, is not subject to any litigation or any order by a court, arbitrator, or other authority that would affect this Agreement or the Collateral, or Lender's security interest in the Collateral, and no such litigation or order is pending or threatened to the best of Borrower's knowledge;
- c. Borrower must provide written notice to Lender within two (2) days following both (i) the public listing of the Home for sale, and (ii) Borrower's execution of an agreement to sell the Home;
- d. Borrower has filed, and will continue to file, all required local, state and federal tax returns, and Borrower is not now, and will not become, past due on any local, state, or federal tax obligations; and
- e. Upon request, Borrower will provide Lender with copies of any notices, requests, correspondences, communications, or other information that relate to this Agreement or the Collateral.

**Home.** Borrower represents that Borrower owns the Home, and that any other person with an ownership interest in the Home has been identified to Lender. Borrower represents that the purchase and installation of the Collateral on the Home, and Lender's security interest in the Collateral, do not violate or cause a default under any loan, security agreement, or contract Borrower may be a party to. Borrower agrees that Borrower will notify Lender in the event Borrower receives an offer to purchase the Home from an outside party that Borrower intends to act upon, no later than two (2) business days after Borrower's receipt of the offer.

No Brokers. Borrower represents that no person performed any act as a broker in connection with the making of the Loan.

**No Tax Advice.** Borrower agrees that Lender has not given Borrower any advice about tax or other benefits (including without limitation Solar Incentives or other incentives, rebates, or credits) Borrower might receive in connection with the Collateral. Borrower should consult with Borrower's own tax and financial advisors about any tax or other benefits, incentives, rebates, or credits Borrower might receive in connection with the Collateral. Borrower's obligations under this Agreement are not conditioned or dependent on Borrower's receipt of any tax or other benefit, incentive, rebate, or credit.

Default. Borrower will be in default under this Loan if:

- a. Lender does not receive any payment required under this Agreement when due;
- b. Borrower fails to maintain the Collateral, does not allow the Collateral to be serviced or maintained or otherwise fails to comply with any other term or requirement under this Agreement;
- c. Borrower sells or otherwise transfers or enters into a contract to sell or otherwise transfer the Collateral, unless the prospective Collateral purchaser has agreed to assume the Loan and Lender, in its sole discretion, has given written permission authorizing the prospective Collateral purchaser to assume the Loan;
- d. Borrower is generally not able to pay its debts as such debts become due, makes an assignment for the benefit of creditors, petitions or applies to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets, files for bankruptcy, or has a bankruptcy proceeding filed against Borrower;
- e. Unless Lender first agrees in writing, Borrower grants any other person a security interest in the Collateral, or allows any other person to obtain a security interest, lien or any other assessment on the Collateral, or fails to take any action necessary to prevent a person from obtaining a security interest, lien, or any other assessment on the Collateral;
- f. Borrower omitted or failed to provide full and complete information or made any false statement to Lender during the application process for this Loan, or failed to update that information prior to the Effective Date, or provided any false information or representations in this Agreement;
- g. Borrower removes the Collateral from the Home without Lender's prior written permission;
- h. Borrower fails to comply with any local, state, or federal laws pertaining or relating to the operation of the Collateral or this Agreement; or
- i. Borrower takes or fails to take any action that Lender reasonably believes endangers Lender's security in the Collateral or this Agreement, including, without limitation, failing to pay any taxes, assessments, or fees related to the Collateral, becoming subject to a judgment or order that could affect the Collateral or Lender's security in the Collateral, or defaulting on any other contract or obligation that has the potential to affect the Collateral or Lender's security in the Collateral, including, without limitation, an extension of credit, security agreement or other agreement related or similar to the foregoing.

Acceleration. Upon default, and after providing any notice or complying with any timing requirements that may be required by applicable law, Lender may accelerate the Loan, meaning the entire unpaid Principal of the Loan, along with all unpaid interest, charges and fees, will immediately become due and payable in full.

**Repossession and Sale.** If Borrower fails to pay all amounts due upon default and acceleration, Lender may exercise all rights and remedies it has with respect to the Collateral and Solar Incentives. Lender may require Borrower to surrender the Collateral or make the Collateral available for repossession. Lender may repossess the Collateral without Borrower's consent, if it can be done without breaching the peace. Lender may take possession of any Solar Incentives. Lender may require Borrower to surrender any Solar Incentives to Lender or take any actions that may be necessary to have any Solar Incentives issued, pledged, delivered, or transferred to Lender. Lender may sell the Collateral and Solar Incentives at one or more public or private sales after reasonable notice to Borrower. Unless otherwise required by applicable law, Borrower agrees that ten (10) days' notice will be deemed reasonable and sufficient. Unless otherwise required by applicable law, any sale proceeds will be applied <u>first</u> to any expenses related to the repossession and sale that Lender incurs, including without limitation reasonable attorneys' fees, costs of storage and costs of preparing for sale, <u>then</u> to outstanding interest, charges and fees owed under this Agreement, <u>then</u> to outstanding Principal owed under this Agreement. The balance of any remaining sale proceeds will be paid to Borrower, unless applicable law requires that the proceeds be paid to someone else. Borrower will be liable for any amounts that remain outstanding after the sale proceeds have been applied to amounts due under this Agreement. For avoidance of doubt, following any Borrower default, Lender is entitled to receive all Solar Incentives and other environmental attributes generated by the Collateral.

Attorneys' Fees. To the extent permitted by law, Borrower will be liable for any reasonable attorneys' fees and court costs incurred by Lender after Borrower defaults under this Agreement, if Lender refers this Agreement to an attorney who is not a salaried employee of Lender for collection.

**Non-Waiver.** No failure or delay by Lender in exercising any right, power or privilege under this Agreement will operate as a waiver.

**No Unwritten Modifications.** This Agreement represents the entire agreement of the parties. Any modification of the terms of this Agreement must be agreed to by Borrower and Lender in a writing signed by Borrower and Lender.

**Successors and Assigns.** This Agreement and the other Loan Documents will be binding upon and inure to the benefit of Lender, all future holders of any Loan Documents, Borrower, and their respective successors and permitted assigns. Except as set forth herein, Borrower may not assign or transfer any of its rights or obligations hereunder or under any other Loan Document, or any interest herein or therein, without the prior written consent of Lender, which may be withheld or conditioned in Lender's sole discretion. Lender may sell, transfer or assign all or any portion of its rights hereunder or under one or more of the other Loan Documents to any one or more financial institutions, funds, trusts or other investment vehicles or entities, as well as participation interests in Lender's rights hereunder or under one or more other Loan Documents (including the assignment of any right in the Collateral). As used in this Agreement, "Lender" includes any purchaser, transferee or assignee of Lender. Lender may assign this Agreement or the Loan, or any part of this Agreement or Loan, without notice to or approval by Borrower.

#### Claims and Defenses. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**Indemnification**. Borrower will indemnify and hold harmless Lender and Lender's shareholders, subsidiaries, affiliates, officers, directors, successors and assigns, and the agents, representatives and employees of any and all of the foregoing, from and against any and all liabilities (including, without limitation, liability in tort, whether absolute or otherwise), obligations, losses, penalties, claims, suits, costs and disbursements, including without limitation, legal fees and disbursements, asserted by any non-Borrower third parties, in any way relating to, or arising out of, this Agreement, the other Loan Documents and/or the Collateral. This provision will survive the expiration or termination of this Agreement. However, this provision will not limit or restrict any rights, claims, or defenses Borrower has under the **Claims and Defenses** section, above.

**Notices.** All notices and other communications in connection with this Agreement must be in writing and must be delivered to the party's address set forth on the first page of this Agreement, or in accordance with any subsequent written direction from either party to the other.

**Miscellaneous.** The only relationship intended by this Agreement is that of lender and borrower, and this Agreement is not intended to impose, and does not impose, any fiduciary or other duty on the Lender. Lender's sole interest in the Collateral is for the purpose of security for repayment of the obligations of Borrower to Lender. This Agreement does not create any third-party beneficiaries, and this Agreement does not give any person other than Borrower and Lender any legal or equitable right, remedy or claim. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions of this Agreement, or invalidate or render unenforceable the provision in any other jurisdiction.

**Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state where the Home is located and the Collateral is installed without regard to principles of choice of law or conflict of law.

Disputes. UNLESS PROHIBITED BY LAW, BORROWER AND LENDER WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING OUT OF THIS AGREEMENT OR THE COLLATERAL. California-Specific Provision: If the jury trial waiver in this "Disputes" section is found to be unenforceable, the parties will resolve all disputes arising out of this Agreement by judicial referee pursuant to California Code of Civil Procedure Section 638 et seq., before a mutually acceptable referee sitting without a jury, or if the parties do not agree on a referee, then one will be appointed by the presiding judge of the California Superior Court for the City and County of San Francisco. Nothing in this section will restrict a party from exercising prejudgment remedies.

NOTICE TO CALIFORNIA RESIDENTS: Regardless of your marital status, you may apply for credit in your name alone.

YOU, THE BORROWER, MAY CANCEL THIS TRANSACTION WITH NO OBLIGATION AND NO COST AT ANY TIME WITHIN THREE DAYS AFTER THE EFFECTIVE DATE BY PROVIDING NOTICE OF CANCELLATION TO THE LENDER AT ITS ADDRESS OF 433 CALIFORNIA ST., SUITE 300, SAN FRANCISCO, CA 94104 OR VIA EMAIL TO <u>homeowners@dividendsolar.com</u>. YOUR RIGHT TO CANCEL THIS TRANSACTION WILL BE DEEMED TO BE DISCLAIMED, WAIVED AND NO LONGER APPLICABLE SHOULD YOU SIGN A WAIVER OF THIS RIGHT AT ANY TIME.



My initials here confirm my voluntary participation in Dividend Solar's automatic payment plan and agreement to make payments via ACH direct debit.

By signing below, you agree that you are the actual person listed on this Agreement, or that you are the authorized attorney in fact for the Borrower, that you have full authority to agree to and bind the Borrower to the terms of this Agreement, and acknowledge receipt of a completed copy of this Agreement.

Borrower: DocuSigned by:		Borrower 2:	
Marisol Testcase	04/03/18		
Signature	Date	Signature	Date
Marisol Testcase			
13622 Los Olivos Avenue			
Poway, CA 92064			
(123) 123-1233			
LENDER:			
Dividend Solar	Finance	•	

**DIVIDEND SOLAR FINANCE LLC** 

433 California St., Suite 300 San Francisco, CA 94104 (415) 805-7100

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#### EXHIBIT A PAYMENT SCHEDULE

Below is Borrower's estimated payment schedule. The payment schedule requirements are described more fully in this Agreement, including the **Payment Schedule** section of the Agreement.

# of Payments	Payment		Total, End of	Total, End of Period	
in Period	Amounts <sup>e</sup>	Payment Dates <sup>e</sup>	Equity Gained (\$) <sup>e</sup>	Paid For (%) <sup>e</sup>	
16	\$149.75	Monthly, beginning 06/17/18	-	-	
8	\$222.78	10/17/2019	\$594.52	2%	
12	\$222.78	6/17/2020	\$1,531.90	5%	
12	\$222.78	6/17/2021	\$2,526.99	8%	
12	\$222.78	6/17/2022	\$3,583.36	12%	
12	\$222.78	6/17/2023	\$4,704.77	16%	
12	\$222.78	6/17/2024	\$5,895.23	20%	
12	\$222.78	6/17/2025	\$7,158.98	24%	
12	\$222.78	6/17/2026	\$8,500.55	28%	
12	\$222.78	6/17/2027	\$9,924.72	33%	
12	\$222.78	6/17/2028	\$11,436.58	38%	
12	\$222.78	6/17/2029	\$13,041.53	43%	
12	\$222.78	6/17/2030	\$14,745.30	49%	
12	\$222.78	6/17/2031	\$16,553.98	55%	
12	\$222.78	6/17/2032	\$18,474.02	62%	
12	\$222.78	6/17/2033	\$20,512.28	68%	
12	\$222.78	6/17/2034	\$22,676.04	76%	
12	\$222.78	6/17/2035	\$24,973.03	83%	
12	\$222.78	6/17/2036	\$27,411.44	91%	
12	\$222.78	6/17/2037	\$30,000.00	100%	

Note: 'e' denotes estimate

M†

The above table shows estimated monthly payments for the life of the Loan. All monthly payment amounts shown above assume that the full Principal will be disbursed as scheduled, that each month has an equal number of days, that Borrower will make all required payments on their due dates and that no prepayments of Principal will be made. Lender will provide Borrower with a monthly payment statement that will identify the exact amount and due date for each payment. However, Borrower's obligation to make any required monthly payment is not dependent on the Borrower's receipt of a monthly payment statement.

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# DIVIDEND

#### EXHIBIT B

# ESTIMATED PAYMENT SCHEDULE SHOWING OPTIONAL INCENTIVE INVESTMENT

The table below shows the impact that the Incentive Investment payment would have on the estimated payments.

# of Payments	Payment		Total, End of	Total, End of Period	
in Period	Amounts <sup>e</sup>	Payment Dates <sup>e</sup>	Equity Gained (\$) <sup>e</sup>	Paid For (%)	
16	\$149.75	Monthly, beginning 06/17/18	-	-	
1 (the Incentive Investment)	\$9,000.00	On or before 09/17/19	\$9,000.00	30%	
8	\$155.94	10/17/2019	\$9,416	31%	
12	\$155.94	6/17/2020	\$10,072	34%	
12	\$155.94	6/17/2021	\$10,769	36%	
12	\$155.94	6/17/2022	\$11,508	38%	
12	\$155.94	6/17/2023	\$12,293	41%	
12	\$155.94	6/17/2024	\$13,127	44%	
12	\$155.94	6/17/2025	\$14,011	47%	
12	\$155.94	6/17/2026	\$14,950	50%	
12	\$155.94	6/17/2027	\$15,947	53%	
12	\$155.94	6/17/2028	\$17,006	57%	
12	\$155.94	6/17/2029	\$18,129	60%	
12	\$155.94	6/17/2030	\$19,322	64%	
12	\$155.94	6/17/2031	\$20,588	69%	
12	\$155.94	6/17/2032	\$21,932	73%	
12	\$155.94	6/17/2033	\$23,359	78%	
12	\$155.94	6/17/2034	\$24,873	83%	
12	\$155.94	6/17/2035	\$26,481	88%	
12	\$155.94	6/17/2036	\$28,188	94%	
12	\$155.94	6/17/2037	\$30,000	100%	

Note: 'e' denotes estimate



The above table shows estimated monthly payments for the life of the Loan where Borrower chooses to make a prepayment in the form of the Incentive Investment payment before the end of the Interest Only Period. All monthly payment amounts shown above assume that the full Principal will be disbursed as scheduled, that each month has an equal number of days, that Borrower will make all required payments on their due dates and that no prepayments of Principal will be made other than a lump sum payment at the end of the Interest Only Period. Lender will provide Borrower with a monthly payment statement that will identify the exact amount and due date for each payment. However, Borrower's obligation to make any required monthly payment is not dependent on the Borrower's receipt of a monthly payment statement.

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# Your Solar Loan Summary

Dividend Solar believes firmly in the spirit of transparency with its borrowers. This summary is intended to highlight some of the key points of your Solar Loan for your convenience and ease of reference. This summary is not your loan agreement, and the terms listed may be estimates. Please see your loan agreement for the full terms and details of your loan.

# Key Loan Details

- Loan ID: L18-CA-0029579
- Total Amount Financed: \$30,000.00
- Interest Rate: 5.99%
- Payments: Your loan requires that you make <u>interest-only payments</u> initially, followed by <u>regular</u> <u>payments of principal and interest</u>. See Exhibit A of your Solar Loan for the estimated payment schedule.
- Prepayment Penalty: none

## **Incentive Investment Election**

- You have the option to make the Incentive Investment by the sixteen (16) month anniversary of the Accrual Date
- Incentive Investment Amount: \$9,000.00
- The Incentive investment is a voluntary prepayment of Principal and is equal to 30% of your Total Amount Financed. Please see Exhibit B of your Solar Loan for the estimated payment schedule should you choose to make this election.

# **Automatic Payment Discount**

- 5.99% Interest Rate includes an automatic payment (ACH direct debit) discount of 0.50%
- You have agreed to make monthly payments via ACH direct debit

# State Rebates and/or Downpayment

- Upfront Rebate, if any: \$0.00
- Cash Downpayment Made by You to Installer, if any: \$0.00

#### **Federal Tax Credit**

 The federal Residential Renewable Energy Tax Credit ("RRETC") is equal to 30% of your system cost (less rebates). You <u>may or may not</u> qualify for this tax credit; your qualification is dependent on your individual tax liability. Dividend Solar does not provide tax advice and makes no representation or guarantee you will qualify for the RRETC. You should consult your tax professional to understand if you will qualify for any or all of the RRETC.



# Borrower Registration Agreement

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I have read and agree to the Borrower Registration Agreement

## Certification



I certify that all information I have submitted to Dividend Solar is true, accurate and complete to the best of my knowledge. I've read my loan agreement and I understand my full loan terms as detailed in the loan agreement. By initialing here, I agree to Dividend Solar's website Terms of Use and Privacy Policy.