

Allyssa Lapaille, Here's What You Need to Know About Your Sungage Loan

Monthly Payment Portion

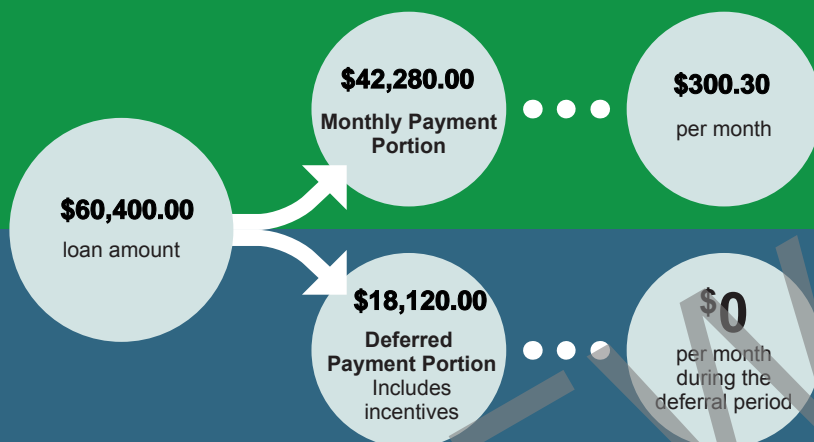
This is your monthly payment amount based on a 6.990% APR* and a 25 year loan term.*

*APR assumes 0.25% discount if you signed up for automated payments.

Deferred Payment Portion

This amount is "deferred" or set aside with no payment during the deferral period.

Your Loan Contains Two Parts:



The Deferred Payment Portion is Reamortized in 18 months after your installation

If you do not repay the Deferred Payment Portion by the reamortization date, the balance will be added to the Monthly Payment Portion of your loan and your monthly payment will increase to an estimated amount of \$ 431.85

You can pay down your loan with the prepayment of lump sums of more than \$2,500 after the Deferred Payment Period has ended in order to lower your monthly payment.

Always consult with a tax professional regarding your individual tax situation and expectations for receiving the tax credit. The reamortization date only applies to customers who have a Deferred Payment Portion of their loan. NBT Bank is the creditor for all Sungage loans.

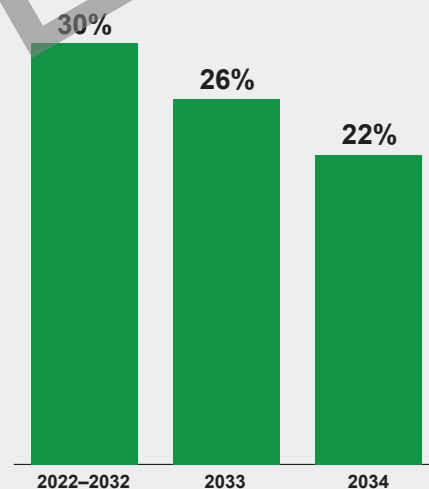
Take Advantage of the Solar Investment Tax Credit (ITC)

The ITC is a federal tax credit that can be used to decrease the amount of income tax owed by homeowners. It can be claimed when a homeowner installs solar equipment.

You do need to have tax liability. Some homeowners may not owe enough taxes to take advantage of the entire credit. Unused portions may often be carried forward to future tax years. **Always consult a tax professional.**

In addition to the ITC, you may be eligible for **local incentives** that may help to lower your monthly loan payment. Visit our website to learn more: sungage.com/solar-tax-credits

How much is the ITC?



Is There a Lien on My Home?

No lien is taken against your home; however, a lien will be taken against the solar equipment. Once a lien is filed against the energy equipment, it is discoverable in the same way a lien on your home would be.





NBT Bank, N.A.
52 South Broad St
Norwich, NY 13815
1-844-628-5363

Application Number: 358417
Borrower: Allyssa Lapaille
Co-Borrower:
Date: 02/03/2025
Account Number: 6300575399

Home Solar Equipment
Loan Approval Notice

Approval Date: 12/31/2024 Total Loan Amount: \$60,400.00
Lender: NBT Bank, N.A. Monthly Payment Portion, Loan Amount: \$42,280.00
Residence: 321 N Lane, El Cajon, CA 92021 Monthly Payment Portion Interest Rate: without auto-debit 7.24%
with auto-debit 6.99%
Monthly Payment Portion Payment: without auto-debit \$307.17
with auto-debit \$300.30
Monthly Payment Portion Term: 25 years
Borrower phone: 7852207528 Deferred Payment Portion, Loan Amount: \$18,120.00
Borrower email: allyssa.lapaille@gmail.com Deferred Payment Portion Interest Rate:
Deferred Payment Portion Reamortization:
18 months after your installation
Approval assumes the following project components:
Installer: Solar Maintenance Pros Solar System: \$60,399.00
Battery (Electric Storage System): \$1.00
Roof: N/A
Approval Stipulations: The loan is approved pending the following items:
1. Property Eligibility Verification
2. Homeownership Verification
3. Copy of Driver's License for Primary Applicant
4.
5.
6.
7.
8.
9.
10.
Approval Period: This loan approval expires on the 180th day following the Approval Date, provided that Lender may extend the Approval Period in its sole discretion.
Funding Conditions: The loan is subject to various conditions prior to funding, including, without limitation, lender review and approval of items set forth in Approval Stipulations above and receipt, review and approval of the following:
1. Executed Installation Agreement with an authorized Installer
2. All cancellation periods associated with the Installation Agreement have passed
3. Executed Home Solar Equipment Loan and Security Agreement
4. Confirmation of completion of installation work by your Installer
5.
6.

Initial
AFL

Loan Disbursements:

Provided all Approval Stipulations are met, this Loan will be funded in up to two disbursements upon the completion of all applicable Funding Conditions.

This Loan Approval Notice constitutes an addendum to the Home Solar Equipment Loan and Security Agreement by and between NBT Bank, N.A., as Lender, and the Borrower(s) noted above, identified pursuant to the App ID number stated above.

COPY VIEW

Authorization to Disburse Funds

You authorize us to disburse the Total Loan Amount to your Installer in disbursements as outlined below:

Installer: Solar Maintenance Pros

First Disbursement: \$60,400.00

Second Disbursement: N/A

Total Loan Amount: \$60,400.00

By signing below, you agree to the terms and conditions of this Loan and Security Agreement and you authorize Lender to disburse funds as set forth in this Authorization to Disburse Funds.

BORROWER(S): Signed by:

BD9E4DDD12BF48D...
Allyssa Lapaille

Date: 2/3/2025

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**ITEMIZATION OF AMOUNT FINANCED**

Monthly Payment Portion Amount Financed:	\$42,280.00	Deferred Payment Portion Amount Financed:	\$18,120.00	Total Amount Financed:	\$60,400.00
Amount Given to you Directly:		N/A		Amount Paid on your Account: N/A	
Amount Paid to Others on your Behalf:					
\$60,400.00 to Solar Maintenance Pros on your behalf by NBT Bank, N.A.					
Monthly Payment Portion of Solar Loan*					
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 6.990%	FINANCE CHARGE The dollar amount the credit will cost you. \$47,806.50	Amount Financed The amount of credit provided to you or on your behalf \$42,280.00	Total of Payments The amount you will have paid after making all payments as scheduled. \$90,086.50		
Your payment schedule will be: (e) means an estimate					
Number of Payments:	Amount of payments:	(e) When Payments are Due:			
299	\$300.30	MONTHLY, starting 60 days from First Disbursement			
1	\$296.80	At Maturity			
*This Disclosure is for the Monthly Payment Portion of your home solar equipment loan ("Loan"). If the Deferred Payment Portion of the Loan is not paid on its due date, it will begin to accrue interest at the same rate as, and will be amortized with, the Monthly Payment Portion of the Loan. As a result, your monthly payments (both principal and interest) will increase.					
<p><u>Late Charge:</u> If all or any portion of the monthly payment is not paid within 10 days after the payment due date, you will be charged the lesser of \$5.00 or 5% of the late payment.</p> <p><u>Prepayment:</u> If you pay your Loan early you will not have to pay a penalty</p> <p><u>Auto Debit:</u> <input checked="" type="checkbox"/> If the box to the left is checked, you have enrolled in our automatic payment program. The Monthly Payments set forth above reflect your discount for this enrollment. If you opt out of this program, your Interest Rate and Monthly Payment will increase as shown on the Approval Notice.</p> <p><u>Security:</u> You are giving a security interest in the goods and property being purchased.</p> <p><u>Insurance:</u> You agree to maintain insurance covering the Collateral. You may obtain required property insurance from anyone you choose.</p> <p>See the Home Solar Equipment Loan and Security Agreement below for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds.</p>					
Deferred Payment Portion of Solar Loan**					
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 0%	FINANCE CHARGE The dollar amount the credit will cost you. 0%	Amount Financed The amount of credit provided to you or on your behalf \$18,120.00	Total of Payments The amount you will have paid after making all payments as scheduled. \$18,120.00		
Your payment schedule will be: (e) means an estimate					
Number of Payments:	Amount of payments:	(e) When Payments are Due:			
1	\$18,120.00	At Deferred Payment Portion Reamortization			
**This Disclosure is for the Deferred Payment Portion of your Loan. The Deferred Payment Portion is interest free until your scheduled payment due date in the Deferred Payment Portion Reamortization month, at which time it is due. If this amount is not paid on the due date it will begin to accrue interest at the same rate as, and will be amortized with, the remaining Monthly Payment Portion of the Loan.					
<p><u>Security:</u> You are giving a security interest in the goods and property being purchased.</p> <p><u>Insurance:</u> You agree to maintain insurance covering the Collateral. You may obtain required property insurance from anyone you choose.</p> <p>See the Home Solar Equipment Loan and Security Agreement below for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.</p>					

Home Solar Equipment Loan and Security Agreement

THIS HOME SOLAR EQUIPMENT LOAN AND SECURITY AGREEMENT ("AGREEMENT") IS LEGALLY BINDING AS OF THE DATE THIS AGREEMENT HAS BEEN SIGNED BY ALL BORROWERS ("EFFECTIVE DATE"). IN THIS AGREEMENT THE WORDS "YOU" AND "YOUR" REFER TO EACH BORROWER AND EACH BORROWER'S PERMITTED SUCCESSORS AND ASSIGNEES, AND THE WORDS "LENDER," "WE," "US" AND "OUR" REFER TO NBT BANK, N.A., AND ITS SUCCESSORS AND ASSIGNEES. CAPITALIZED TERMS USED HEREIN THAT ARE NOT OTHERWISE DEFINED BELOW ARE DEFINED ON THE HOME SOLAR EQUIPMENT LOAN APPROVAL NOTICE ("LOAN APPROVAL"), OR TRUTH IN LENDING DISCLOSURE STATEMENT ("FEDERAL DISCLOSURE STATEMENT") EACH OF WHICH IS INCORPORATED HERE BY REFERENCE. THIS AGREEMENT SUPERSEDES ANY PRIOR AGREEMENT BETWEEN YOU AND US CONCERNING THE SAME SUBJECT MATTER.

For value received, you promise to pay to Lender the Total Loan Amount, and agree to make all payments in accordance with this Agreement. You understand that the FINANCE CHARGES and Total of Payments shown in the Federal Disclosure Statement are based on the assumption that all payments are made on or by the due date and you agree you may be liable for fees, including collection costs, and additional FINANCE CHARGES as a result of your failure to do so.

Collateral: ☒ Solar System
☒ Electrical Storage System

1. INTRODUCTION. The parties (each, a "Party" and collectively, the "Parties") to this Agreement are you and NBT Bank, N.A. You submitted an application to us for a loan to finance the Solar Equipment purchase and installation ("Loan Application"), which Loan Application we have approved, as presented in the Loan Approval. The purpose of this loan is to finance your purchase of solar panels or geothermal home energy system and related equipment, including, but not limited to, inverters, racking systems, hot water solar systems, wiring, electrical and mechanical connections, metering, monitoring, roofing, and/or other distributed generation interconnection equipment ("Solar System") and/or electricity storage units and all related equipment ("Electrical Storage System"), together referred to as the "Solar Equipment", to be installed at the address set forth on the Loan Approval ("Residence"). You will purchase from, and contract for the installation of the Solar Equipment with, your installation contractor (the "Installer") pursuant to a solar installation agreement ("Installation Agreement").

Application number: 358417

By signing this Agreement you commit to borrow money from NBT Bank, N.A., to install the Solar Equipment at your Residence. Your home solar equipment loan ("Loan") will be used solely to finance Solar Equipment installed at your Residence, which shall be limited to your primary residential home dwelling, any vacation property or second home. Your Loan may not be used to install Solar Equipment at any business or commercial establishment. By signing this Agreement you also will pledge the Solar Equipment as collateral to secure your Loan as set forth more fully in Section 6, below.

This Agreement sets forth the terms applicable to the Loan. The Loan Approval and Federal Disclosure Statement (each an "Addendum" and together with this Agreement, the "Loan Documents") are incorporated herein by reference and made a part of this Agreement unless the contrary is stated in any Loan Document. In case of any conflict of terms between the Loan Documents, this Loan and Security Agreement shall govern. In case of any conflict of terms between the Installation Agreement with your Installer and this Loan and Security Agreement, this Loan and Security Agreement shall govern.

Initial
AFL

You understand that we exercise no oversight over and have no responsibility or liability for the Installer's work or the installation of the Solar Equipment. You also understand that the Installer is not our agent and is not authorized to make any agreement or commitment on our behalf. Your obligation to repay this loan is independent of the level of performance of your installed Solar Equipment. You agree to hold Lender and its agents harmless in any claim against your Installer.

2. INTEREST.

a. Interest. Your Loan shall accrue interest in arrears as follows:

(i) Deferred Payment Portion. The portion of your Loan in the amount set forth in this Loan and Security Agreement as the Deferred Payment Portion ("Deferred Payment Portion") shall accrue interest at a rate equal to zero percent (0%) from the date of disbursement through the Regularly Scheduled Payment Due Date (as defined in Section 3.a.i) during the Deferred Payment Portion Reamortization month set forth above. Thereafter, any remaining unpaid balance of the Deferred Payment Portion of your Loan shall accrue interest at a fixed per annum rate of interest equal to the Monthly Payment Portion Interest Rate until the Loan is paid in full.

(ii) *Monthly Payment Portion.* The remaining balance of the Loan ("Monthly Payment Portion") shall accrue interest from the date of First Disbursement until the Loan is paid in full at a fixed per annum rate of interest equal to the Monthly Payment Portion Interest Rate described above.

(b) *Other Interest Items.* All computations of interest are calculated on a per annum basis and shall be made by Lender on the basis of a three hundred sixty-five (365) day year, in each case for the actual number of days occurring in the period for which such interest is payable. The interest rate may be subject to discount as Lender may, from time-to-time, offer discounts such as for enrollment in auto payment programs. Unless prohibited by applicable law, the interest rate described in this Loan and Security Agreement is the interest rate you will pay before and after any Default described below, after the initiation of collection proceedings and after the commencement of any proceeding to collect unpaid amounts under this Agreement.

3. TERMS OF PAYMENT, REPAYMENT

a. Repayment.

(i) *Monthly Payment Portion.* Your first monthly payment is due and payable sixty (60) days after the date of the First Disbursement ("Regularly Scheduled Payment Due Date"). The monthly payment reflects the amortization of the entire Monthly Payment Portion over the scheduled Monthly Payment Portion Term, so that the entire Monthly Payment Portion may be repaid with interest at the Monthly Payment Portion Interest Rate in substantially equal monthly payments. Payments received will be applied in accordance with Lender policy and as permitted by law.

(ii) *Deferred Payment Portion.* The Deferred Payment Portion of your Loan is due and payable on the Regularly Scheduled Payment Due Date during the Deferred Payment Portion Reamortization month set forth above.

(iii) *Reamortization.* After the reamortization date of the Deferred Payment Portion, any unpaid Deferred Payment Portion will be added to the remaining balance of the Monthly Payment Portion and shall accrue interest at the Monthly Payment Portion Interest Rate. Your loan will re-amortize over the remaining scheduled Monthly Payment Portion Term so that all amounts owed may be repaid with interest in substantially equal monthly payments. Depending on the remaining balance of the Monthly Payment Portion after the reamortization of the Deferred Payment Portion, your re-amortized monthly payment may increase substantially, or (depending on whether you made prepayments or early payments on the Monthly Payment Portion of your Loan) may decrease or be unchanged from the originally scheduled monthly payments due on the Monthly

Payment Portion. Subsequent reamortizations after the Deferred Payment Portion Reamortization may be approved at the Lender's discretion.

(iv) *Maturity.* The term of the Monthly Payment Portion of this Loan is the Monthly Payment Portion Term set forth above. The Loan matures and is payable in full (including any remaining balance of the Deferred Payment Portion) on the date that is the Regularly Scheduled Payment Due Date in the Monthly Payment Portion Term number of years after the date of the First Disbursement.

(v) *Credit Reporting.* To the extent permitted by law, we may report information about your Loan to credit bureaus. Late payments, missed payments or other defaults on your Loan may be reflected on your credit report.

b. Payment Method. All payments due to Lender shall be paid in immediately available funds (which shall be the exclusive means of payment hereunder) in United States Dollars at the address outlined in Section 12, Notices, below. When you provide a check as payment, you authorize us to use information from the check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day you make a payment and you will not receive your check back from your financial institution.


c. Prepayments. You may prepay your Loan, in whole or in part, at any time without penalty. You will only be charged Finance Charges to the date you repay the entire Loan. You may make larger payments which will not change your scheduled monthly payment amount (except as described in Section 3.d. below), but may reduce the total amount of Finance Charges and the total number of monthly payments required to repay your Loan. Prepayments will be applied as provided in Section 3.a.i. You agree not to send us payments marked "paid in full", "without recourse" or similar language. If you send such a payment, we may accept it without losing any of our rights under the Loan Documents and you will remain obligated to pay any further amount owed. You are not required to make any prepayments in excess of the above payment schedule.

4. **FEES.** We will also charge you the following fees to the extent permitted by applicable law.

a. Insufficient Funds Fee. You will be charged a non-refundable fee of twenty dollars (\$20) for each failed electronic or check payment attempt. Your bank may assess its own fee in addition to the fee we assess.

b. Late Payment Fee. To the extent permitted by applicable law, if a payment is more than ten (10)

days late, we will charge you a non-refundable late fee of the lesser of five percent (5%) of the unpaid principal and interest due or \$5 for each occurrence.

 c. Termination Fee. At the time this Loan pays off, you will be responsible for a \$190 fee to cover UCC and real estate record termination fees and related administrative fees for processing UCC and real estate record filings.

d. Service Fee. If you request subordinations or other related transactions, including transfers or modifications of your obligations under this Loan, you will be responsible for a fee ranging from \$250 to \$950 for our external and administrative costs for processing your request.

e. Other Fees. You will be responsible for collection costs.

5. **LOAN DISBURSEMENTS.** You agree that we will disburse the Loan proceeds on your behalf to your Installer (or the equipment manufacturer or another supplier if directed to do so by the Installer) pursuant to conditions set forth in the Loan Approval. If the loan is funded in accordance with the Loan Approval, you are obligated to repay this Loan according to its terms. We reserve the right to update, revise and/or remove the conditions necessary for loan disbursements to be disbursed; provided, however, we will not disburse any funds prior to completion of installation unless specifically set forth in the Loan Approval. In the event that you fail to confirm that certain conditions have been met, we may decide, in our discretion, to still disburse loan proceeds to your Installer (or the equipment manufacturer or another supplier if directed to do so by the Installer) if we determine that all conditions were satisfactorily met.

6. GRANT OF SECURITY INTEREST IN COLLATERAL.

a. Collateral. As consideration for the Loan we are providing to you and to secure your obligations under this Agreement, you hereby grant to us a security interest in the following property and assets (collectively "Collateral"), whether you own it now or acquire it later, whether now existing or hereafter arising, regardless of where the Collateral is located:

- (i) All Solar Equipment as outlined in this Agreement;
- (ii) all attachments, accessories, tools, batteries, parts, supplies, replacements of and additions to all or any portion of the Solar Equipment;

(iii) all claims of any type or nature, including warranty claims related to the Solar Equipment or the Installation Agreement;

(iv) all rebates and incentives (including without limitation environmental incentives) that are payable as a result of installing or using the Solar Equipment (including but not limited to SRECs), except for such rebates and incentives which have been assigned to your Installer;

(v) all your rights, title, interests, and remedies under all agreements, books, records, statements and documentation and other general intangibles relating to the Collateral (including, without limitation, the Installation Agreement and any other agreement related to the performance, operation, or repair of the Solar Equipment);

(vi) all consideration received from the operation, collection, sale or other disposition of any property that constitutes Collateral, including any payment received from any insurer arising from any loss, damage or destruction of any Collateral and any other payment received as a result of possessing all or any portion of the Collateral;

(vii) all supporting obligations; and

(viii) all products and proceeds of and all accessions to, substitutions and replacements for and rents, profits and products of, each of the foregoing and proceeds of any insurance, indemnity, warranty or guaranty payable to you from time to time with respect to any of the foregoing.

b. Financing Statements. You authorize us to file a UCC financing statement, a fixture filing, a copy of this Agreement and any other documents necessary or desirable to evidence, perfect, protect and/or continue our security interest in the Collateral. You agree to sign any documents and to take any other actions that we might reasonably request to evidence, perfect, protect and/or continue our security interest in the Collateral.

c. Refinancings. If a lender making a loan secured by the Residence, including but not limited to the refinance of an existing mortgage, determines that the Solar Equipment is deemed to be part of the Residence and objects to our interest in the Solar Equipment taking priority over its interest in the Residence, we will, upon request and subject to fees outlined in Section 4, confirm to any such lender that our lien is limited to the Solar Equipment and does not extend to any part of the Residence.

7. ADDITIONAL OBLIGATIONS AND REPRESENTATIONS.

- a. Ownership. You represent and covenant that:
- (i) the Residence is your primary residential home dwelling, vacation property or second home, that the Residence is considered real property and that it is not a business or commercial establishment;
 - (ii) you are, or a revocable trust controlled by you is, [the] [a] fee simple owner of the Residence and the Collateral;
 - (iii) you are not, and will not be, in breach of your Installation Agreement;
 - (iv) you have not entered into a home equity conversion mortgage or other similar agreement where a lender has agreed to make advances over time secured by an interest in the Residence (a "Reverse Mortgage"); and
 - (v) the Residence is permanently affixed to the ground; you (or a revocable trust controlled by you) owns the roof.
- b. Additional Agreements. You irrevocably grant us, to the extent permitted by law, a limited power of attorney with full power of substitution and re-substitution, to sign any documents and perform any acts, in your name and on your behalf, for the exclusive purpose of exercising our rights with respect to the Collateral and under this Agreement, including without limitation our rights under Section 6.b. and our rights if you are in Default. You also agree not to pledge, mortgage, encumber or otherwise permit the Collateral at any time to be subject to any lien or encumbrance that is superior to our security interest.
- c. Collateral Access. You agree to provide us or our designees, after receiving reasonable notice, with physical or electronic access to the Residence for the purposes of (i) inspecting the Solar Equipment and any other Collateral until this Agreement terminates or (ii) after Default, removing or disabling the Collateral or any portion thereof from the Residence. You agree to provide to us all available access to any energy production data or other data related to your Solar Equipment until this Agreement terminates and you hereby authorize any third party in control or possession of your energy production (or related) data to provide us or our designees with such energy production (or related) data. You agree to promptly provide any documentation required by such third party to authorize provision of such data to us.
- d. Personal Property. You and we both expressly intend that no portion of the Solar Equipment will constitute a "fixture" or goods that have been so related to the Residence that an interest therein arises under applicable real property law, and that the Solar Equipment is and will remain readily removable personal property. You also agree not to take any action that might cause the Solar Equipment to be treated as real property or a fixture. However, you agree that we may make a fixture filing, if we choose, out of an abundance of caution, provided that you and we agree that we may enforce rights in the Solar Equipment under the Uniform Commercial Code and not under state real estate or mortgage law.
- e. Installation and Maintenance of Solar Equipment. You will take all steps necessary to enable the installation and proper functioning of the Solar Equipment to be completed in accordance with the Installation Agreement. You agree to maintain the Solar Equipment in good working order and in compliance with manufacturing specifications, the operating and maintenance manuals, warranty requirements provided by your Installer and all applicable law, and not to remove or modify the Solar Equipment without our prior written consent. You agree to replace any portion of the Solar Equipment that reaches its natural end of life, including, but not limited to, any inverter or battery. You agree to maintain at all times an internet connection sufficient to ensure that monitoring data for the Solar Equipment can be fully transmitted.
- f. Taxes. You agree to pay, when due, your taxes, assessments, governmental charges, or other similar fees relating to the Collateral or the Residence that may result in a lien on any of the Collateral if not timely paid. If you fail to pay these taxes and/or other fees when due, we may, but are not obligated to, pay them on your behalf. If we pay these taxes, you agree that we may add the amounts paid to your Loan and you also agree that your monthly payments may be increased and that any amounts paid by us will be added to the unpaid principal balance of the Loan and will accrue interest at the Monthly Payment Portion Interest Rate described above.
- g. Required Insurance. You agree to maintain insurance covering the Solar Equipment, whether installed on the dwelling or the property of the Residence. You agree to maintain and pay any deductibles under a Homeowners 3-Special Form, or equivalent, homeowner's policy covering the Residence. You may obtain insurance from any insurance company. You further agree that the property coverage limits will be sufficient to cover the dwelling, the property of the Residence and the full replacement and installation cost of the Solar Equipment. You agree to name us as a "named

additional insured" on this policy, and to deliver a copy of the policy to us upon our request. If there is a payout under the property coverage for damage to the Solar Equipment, you agree to deliver those insurance proceeds to us, and we will apply those proceeds to the Loan in the order of priority set forth in Section 3 of this Agreement.

You are responsible for paying any insurance deductible. If you fail to pay a premium on this required insurance coverage when due, we may, but are not obligated, to pay these premiums on your behalf. If we make such premium payments, you agree that we may add the amount paid to your Loan and you also agree that your monthly payments may be increased and that any amounts paid by us for insurance will be added to the unpaid principal balance of the Loan and will accrue interest at the Monthly Payment Portion Interest Rate described above.

- h. **Representations.** Each representation made by you in your Loan Application, this Agreement or in any other document delivered by or on behalf of you in connection with your Loan Application or this Agreement, is true and complete in all material respects when made. In addition, you hereby represent as follows:
- (i) the terms and conditions of this Loan and Security Agreement and, to the extent not in conflict with this Agreement, the Addendums, are incorporated by this reference;
 - (ii) all who sign, sign as maker and agree to be individually and jointly obligated to pay this Loan in accordance with the terms and conditions of this Agreement;
 - (iii) we may periodically review your credit, including pulling your credit report from consumer reporting agencies, to the extent permitted by applicable law; and
 - (iv) you will comply with all applicable law that might affect your ability to perform your obligations under this Agreement or that might result in a lien on the Collateral or otherwise impair the value of the Collateral.

8. TRUST. If a revocable trust controlled by you (a "Trust") owns the Residence, then this section applies. You certify that you are fully authorized to make the following representations and warranties on behalf of the Trust and no further signatures or authorizations are required to be obtained in order to bind the Trust to the terms of this Section 8. You certify that all the information in this Agreement and related information previously provided to us concerning the Trust are true, complete and accurate in all material respects.

Application number: 358417

- a. The Trust has received a copy of this Agreement;
- b. You individually and on behalf of the Trust agree that any material misrepresentation or factual inaccuracy about the Trust (whether in this Agreement or previously provided to us) and any breach of any provision of this Agreement is a Default under this Agreement;
- c. The Trust consents to your purchase of the Solar Equipment, the Installer's installation of the Solar Equipment at the Residence, and your grant of a security interest in all Collateral described here;
- d. The Trust acknowledges that the Trust has no ownership interest in the Collateral and that none of the Collateral will constitute a "fixture" or goods that have become so related to the Residence that an interest therein arises under applicable real property law. The Trust further acknowledges that Lender may have filed or may in the future file a financing statement or precautionary filing with respect to the Collateral in the real property records of the county or municipality where the Residence is located or other applicable office to evidence, perfect, protect or continue its security interest in the Collateral;
- e. The Trust is not obligated to make any payment owed under this Agreement. However, the Trust consents to all provisions that relate to the Collateral and the Residence, including (without limitation) provisions concerning (i) the use, maintenance, transfer, sale or other disposition of the Collateral and the Residence, (ii) the maintenance of insurance on the Residence and the Solar Equipment, (iii) the payment of any taxes, assessments, charges and fees that may result in a lien on any of the Collateral, and (iv) Lender's right to access the Solar Equipment from time to time and the right to retake and/or foreclose or disable the Collateral or exercise any other right or remedy to which it is entitled under this Agreement.

9. DEFAULT. You will be in default ("Default") under this Agreement in any of the following circumstances (each an "Event of Default"):

- a. you fail to make any payment under this Agreement or any other Loan Document, within ten (10) days of the date such payment is due;
- b. you fail to perform any of your obligations under this Agreement and you fail to cure such failure to perform to our reasonable satisfaction within thirty (30) days after receiving notice from us of your failure to perform;
- c. the Installation Agreement is not in full force and effect at the time of any Disbursement;
- d. you terminate the Installation Agreement without our consent;

SLDV2

- e. you remove, modify, sell or otherwise transfer the Collateral or sell or transfer ownership of the Residence (including through condemnation) without our approval;
- f. any representation made by you in, or in connection with, your Loan Application or this Agreement or any other Loan Document is false in any material respect when made;
- g. the death of any Borrower; or
- h. any of the following occurs (each a "Bankruptcy Event"):
 - (i) you make an application for the appointment of a receiver, trustee or custodian or a receiver, trustee or custodian is appointed for you or a majority of your assets;
 - (ii) you (1) initiate or consent to any legal proceedings under the United States Bankruptcy Code, or equivalent law providing for the relief of debtors; (2) make an assignment for the benefit of creditors; or (3) have a petition in bankruptcy or similar relief of debtors filed against you, which is not withdrawn or discharged within thirty (30) days of filing.

10. REMEDIES. Our remedies if you are in Default under this Agreement include the following (to the fullest extent permitted by law):

- a. General. In the event that you are in Default under this Agreement, we may:
 - (i) declare your Loan immediately due and payable including any Deferred Payment Portion (this is called "acceleration"), without giving you notice of acceleration or of our intent to accelerate, except that your Loan will become immediately due and payable to us under a Bankruptcy Event or if you sell or transfer Collateral or the Residence without our approval, regardless of whether or not we take any action;
 - (ii) foreclose on the Collateral (and exercise any other rights with respect to the Collateral that we have under this Agreement or applicable law, **including remotely or physically disabling and/or removing the Solar Equipment and/or any other Collateral**) after giving any notice required by applicable law, and you hereby authorize any third party designated by us to disable and/or remove all or a portion of the Solar Equipment and/or any other Collateral after a Default;
 - (iii) sell or otherwise dispose of the Collateral including any environmental incentives (including
- Application number: 358417

but not limited to SRECs), assume your rights under any environmental incentives and give notice to the other parties thereto that payments thereunder shall be made to us and not to you; and/or

- (iv) pursue any other remedies available to us under applicable law, including those of a secured creditor permitted by applicable law.

Louisiana Residents Only: By signing this Agreement you give us a confession of judgment for the sole purpose of executory process against the Collateral if this Loan is not paid in full as scheduled, and you waive demand for payment.

- b. Loan Acceleration. If your Loan is immediately due and payable, you must promptly pay in full the unpaid principal amount of your Loan, including, but not limited to the Deferred Payment Portion and the Monthly Payment Portion, all accrued interest, and any other amounts and fees payable under this Agreement.
 - c. Taking Possession. If we choose to foreclose on the Collateral, we may, among other things, take possession of the Collateral and then sell, lease or otherwise dispose of the Collateral.
 - d. Cost Reimbursement; Application of Proceeds. Unless otherwise prohibited under applicable law, you are to promptly reimburse us, with interest, for all costs and expenses incurred in exercising our remedies related to this Agreement, including reasonable attorneys' fees, our other costs of collection after Default, the costs we incur in stabilizing and restoring your roof or other structures at your Residence if we take possession of the Collateral and the costs we incur in selling or otherwise disposing of the Collateral. If we choose to foreclose on the Collateral, we will apply any cash proceeds first to our costs and expenses, and then in the order of priority set forth in Section 3.a.i. of this Agreement, or as a court may otherwise direct.
 - e. Right of Set-Off. Upon the occurrence of an Event of Default and the Default has not been cured, we are hereby authorized at any time and from time to time, without notice to you (any such notice being expressly waived by you) and to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final, but specifically excluding any trust or segregated accounts and any tax-deferred accounts such as individual retirement accounts) at any time held by us and any and all other indebtedness at any time owing by us to or for the credit or account of you against any and all of your obligations to us under this Agreement, irrespective
- SLDV2

of whether or not we shall have made any demand under this Agreement and although such obligations may be contingent or unmatured. We agree to promptly notify you after any such set-off and application made by Lender, provided, however, that the failure to give such notice shall not affect the validity of such set-off and application. Our rights under this Section 10.e are in addition to any other rights and remedies (including, without limitation, other rights of set-off) which we may have. Nothing contained in this Agreement shall impair our right to exercise any right of set-off or counterclaim we may have against you and to apply the amount subject to such exercise to the payment of any of your indebtedness unrelated to this Agreement.

- f. Deficiency Judgment. To the fullest extent permitted by law, regardless of whether or not we foreclose on the Collateral, we may require that you pay any amounts payable by you under this Agreement less any proceeds that we realize from our exercise of our remedies under this Agreement.
- g. Foreclosure of the Residence. In the event of a lender foreclosing on the Residence, we will have all rights outlined herein. We do not have the obligation to remove the Collateral.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ARE PERSONALLY LIABLE FOR ALL AMOUNTS PAYABLE UNDER THIS AGREEMENT. WE ARE NOT REQUIRED TO FORECLOSE ON THE COLLATERAL BEFORE INITIATING PROCEEDINGS AGAINST YOU AND YOUR ASSETS.

Our rights under this Agreement are cumulative and we may exercise these rights at any time if you Default. In the event that we exercise any of our rights or remedies under this Agreement, you will continue to be in Default until such time that you pay to us all amounts due and payable to us and you have cured any and all Defaults. Our failure to take any action or delay taking any action related to a Default, or similar or unrelated Default, does not waive, or imply a waiver of, any of our rights under this Agreement.

11. TERMINATION. We may terminate this Agreement if the First Disbursement does not occur within the time period listed on the Loan Approval or if, prior to the Disbursement, your Installation Agreement terminates. This Agreement will terminate after you have paid in full all amounts payable by you under this Agreement. The terms of this Agreement that would, by their express nature, survive the termination of this Agreement (including the provisions under "Additional Obligations and Representations," "Indemnification," "Governing Law and Miscellaneous," "Notices and Contact Information," "Limitation of Liability" and "Termination") will survive and be enforceable under this

Agreement. Upon termination of this Agreement, our security interest in the Collateral will terminate.

12. NOTICES AND CONTACT INFORMATION.

- a. Notices. All notices may be in electronic form or in writing to the respective addresses set forth below; each party may change their Notice addresses via communication to the other party:

If to Borrower: to the Borrower's mailing address in the Loan Approval or as updated in our records, if in writing, and to the Borrower Email, if in electronic form. If more than one Borrower is signing this Agreement, notice to any one Borrower is notice to all Borrowers to the fullest extent permitted by law.

If to Lender for payments: NBT Bank, P.O. Box 149, Canajoharie, NY 13317

If to the Lender, for notices: NBT Bank, PO Box 351, Norwich, NY 13815 if in writing and to solarloanservice@nbtbank.com if in electronic form

- b. Telephone Consumer Protection Act. When you give us your mobile phone number, you are giving us your permission to contact you at that number about this Loan and all of your NBT accounts. Your permission allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls. This could include contact from companies working on behalf of NBT to service this Loan or your other NBT accounts. This does not allow us to use text messaging, artificial or prerecorded voice message and automatic dialing technology for telemarketing or sales calls. Message and data rates from your mobile provider may apply. Please call us at 1-800-628-2265 if you wish to change or revoke these permissions.

13. SERVICER. Lender may, upon any term or condition it specifies, delegate or exercise all or any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any servicer, trustee, co-agent, employee, attorney-in-fact and any other Person selected by Lender from time to time ("Servicer").

14. SUCCESSORS AND ASSIGNS; TRANSFERABILITY. This Agreement shall bind and inure to the benefit of the Parties' respective successors and permitted assigns. You may not assign or transfer your rights or obligations under this Agreement without our prior written consent. Provided, however, if you sell your Residence, you may transfer your rights and

obligations under this Agreement to the new homeowner if the new homeowner qualifies for and enters into a new loan obligation with us related to the Solar Equipment pursuant to the following steps: (a) you and the new homeowner(s) notify us in writing at least thirty (30) days in advance of the sale of the Residence to the new homeowner(s), (b) the new homeowner(s)

(i) completes a credit application and is approved by us in accordance with our credit policies and procedures in place at that time, (ii) executes the required documentation relating to the new loan obligation including consents to any security interest filings required by us and (c) you and the new homeowner execute documentation transferring the Solar Equipment and related warranties and service plan (if any) to the new homeowner. Only upon completion of this process will the new homeowner's loan proceeds satisfy your remaining loan balance and the rights to the Solar Equipment transfer to the new homeowner. Any attempt by Borrower to assign or transfer Borrower's rights or obligations under this Agreement outside this process will be null and void *ab initio*.

Lender shall have the right, without the consent of or notice to Borrower to assign or transfer all or a portion of this Agreement and the related Loan Documents to an affiliate or a third party. YOU AUTHORIZE US TO PROVIDE TO AN AFFILIATE OR THIRD PARTY ANY DOCUMENTATION THAT THEY MAY REQUEST, INCLUDING BUT NOT LIMITED TO CREDIT HISTORY, CREDIT SCORE OR OTHER INFORMATION USED TO DETERMINE YOUR ELIGIBILITY FOR THE LOAN AS WELL AS PAYMENT HISTORY RELATING TO THE LOAN.

15. INDEMNIFICATION. You agree to indemnify, defend and hold harmless us, our affiliates and designees (including but not limited to any third party hired by us to disable or remove all or a portion of the Solar Equipment and/or other Collateral after a Default in accordance with Sections 10(a)(ii) and 7(c) hereof) against any loss, liability, or damage that arises out of or relates to the transactions contemplated by this Agreement.

16. LIMITATION OF LIABILITY. OUR LIABILITY TO YOU UNDER THIS AGREEMENT, IF ANY, SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

17. GOVERNING LAW AND MISCELLANEOUS.

a. Governing Law. This Agreement and each other Loan Document shall be governed by federal law and (to the extent not preempted by federal law)

the laws of the State of New York (exclusive of principles of conflicts of laws).

- b. Severability. Each provision hereof shall be severable from every other provision in determining its legal enforceability. If any of the provisions of this Agreement shall be invalid or unenforceable, the rest of the Agreement will stay in effect.
- c. Survival. All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any obligations under this Agreement remain outstanding.
- d. Entire Agreement. This Agreement, including without limitation the Loan Approval, Federal Disclosure Statement, Authorization to Disburse, and all supplements and addendums, constitutes and contains the entire agreement between the Parties regarding your Loan and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the Parties, whether written or oral. Our rights under this Agreement shall inure to the benefit of our successors and assigns, and your obligations under this Agreement shall be binding upon your heirs, personal representatives and permitted assigns.
- e. Amendments. This Agreement may only be amended, restated or otherwise modified with the written consent of Lender. Any waiver or consent with respect to any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which it was given. Except to the extent specifically required by applicable law, no notice to or demand on you in any one case shall entitle you to any other or further notice or demand in similar or other circumstances.
- f. Waiver of Jury Trial: You and we each hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by either you or us against the other.
- g. Reliance by Lender. All covenants, agreements, representations and warranties made herein by you shall, notwithstanding any investigation by Lender, be deemed to be material to and to have been relied upon by Lender.

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.

THIS INSTRUMENT IS BASED UPON A HOME SOLICITATION SALE, WHICH SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

By signing below, you agree to the terms and conditions stated in this Agreement (and applicable addendums, including the Loan Approval), including without limitation our right to remotely or physically disable and/or remove the Solar Equipment and/or any other Collateral after a Default as described in Section 10.a.ii. By signing below, you also acknowledge receiving a copy of this Agreement for your future reference.

Louisiana Residents Only: By signing below you acknowledge that you are giving us a confession of judgment for the sole purpose of executory process against the Collateral if this Loan is not paid in full as scheduled, and a waiver of demand for payment.

Signed by:

BORROWER: BD9E4DD12BE48D
 Allyssa Lapaille

DATE: 2/3/2025

CO-BORROWER: _____

DATE: _____



AUTHORIZATION FOR RECURRING AUTOMATED PAYMENTS SERVICE

Deposit Account Information:

The following information applies to the deposit account your payments will be automatically transferred **from**:

Bank Routing Number (nine-digit number before account number on check):	256074974
Bank Deposit Account Type (checking/savings):	Checking
Bank Account Number:	7961368201

Loan Account Information:

The following information applies to the NBT Bank, N.A. loan account your payments will be automatically transferred **to**:

Loan Number:	6300575399	Scheduled Monthly Payment Due Date (estimated):	MONTHLY, starting 60 days from first disbursement
Loan Amount:	\$60,400.00	Scheduled Monthly Payment Amount (estimated):	\$300.30
Loan Term:	25 Years		

Authorization:

I authorize NBT Bank, N.A. (the "Bank") to initiate a monthly electronic transfer of funds ("Automated Payment Service") from the Bank Deposit Account specified above on the contractual due dates for the Loan Account specified above in an amount equal to the Scheduled Monthly Payment on each Scheduled Monthly Payment Due Date. The Scheduled Monthly Payment may vary, and the Bank will send me a periodic billing statement at least 10 days prior to the Scheduled Monthly Payment Due Date confirming the amount of the Scheduled Monthly Payment. When the Scheduled Monthly Payment is due on a weekend or federal holiday, the transfer will be initiated on the business day following the due date. **I understand that the final Loan Account payment may vary from the Scheduled Monthly Payment based on the terms of the contract.**

This Authorization is valid and will remain in effect until: (i) the Bank has received from me written notification of its cancellation (a minimum of 7 business days prior to the next Scheduled Monthly Payment Due Date); or (ii) the Bank terminates the Authorization at any time for any reason upon ten (10) days' prior written notice to me. Upon termination, the Bank shall have no further obligation under this Authorization. If I choose to terminate this Authorization, such termination will not relieve me or any other contractual party on the Loan Account from the obligation to make payments on the Loan Account when due.

By signing this form, I certify that I have authority to authorize transfers from the deposit account specified above, and I authorize the recurring automated payments service, as described here in.

Signed by:

BD9E4DDD12BF48D...

Signature: _____

Date: 2/3/2025