



5492 6932 3820 3109

Exp 01/17

KEVIN LeGrett

CVV 988

Shopping Pass*

For Barcode Scanners



5492 6932 3820 3109

Exp 01/17

Congratulations, KEVIN !

The Lender disclosed on your Loan Agreement has approved your loan of \$49,500.00!

The purpose of this Shopping Pass is to provide important information about your loan and to make purchases using your GreenSky® loan.

About Your Account:

1. When you are ready to make your purchase, give your account number and expiration date to your Merchant/Provider along with your photo ID. By providing your account number to your Merchant/Provider you are authorizing your Lender to send Loan proceeds to your Merchant/Provider in payment for the goods or services that you have purchased. Provide your account number to your Merchant/Provider only when you are prepared to pay. Only those named on this Shopping Pass are authorized to make purchases. Do not give this Shopping Pass to any person not named on this Shopping Pass. If you do so, you may be held liable for their purchases. If this Shopping Pass is lost or stolen, notify us immediately at (866) 936-0602 to limit your liability. Please be aware that if you authorize your Lender to make an initial advance under your GreenSky® Installment Loan to pay any initial payment required by the Merchant/Provider, payments may become due under your GreenSky® Installment Loan prior to the completion of services by the Merchant/Provider.
2. You have a purchasing window of 6 months to use your credit limit of \$49,500.00. All purchases must be made by 1/7/17 (the "Promo Expiration Date").
3. After your first purchase, you will receive monthly statements to track your transactions. You have zero liability for transactions that you do not authorize. Please monitor your statements carefully and contact us at (866) 936-0602 to notify us immediately of any unauthorized activity.
4. You will have no Loan unless you authorize a transaction, which is your electronic signature of the Loan Agreement and will have the same legal effect as a physical signature.

Plan 2049. 240 month loan. 18 month initial period beginning upon approval with up to 18 interest only payments (actual number of interest only payments depends on 1st transaction date), followed by 222 amortized payments based on the balance 18 months after your approval date. There is no prepayment penalty. Your APR is fixed at 4.99% for the life of the loan.

(866) 936-0602

Thank you for choosing GreenSky® Program!
service@greenskycredit.com

www.greenskycredit.com

Use of this Shopping Pass or the associated Loan by (any) Borrower (or any authorized user) to make a purchase constitutes acceptance by (all) Borrower(s) of the terms of the accompanying Loan Agreement.

The physical or electronic record of any such purchase will constitute the signature of (all) Borrower(s) on such Loan Agreement.

Provide your account number and expiration date to authorize a transaction only after you are satisfied that you have received the goods and/or services that you are purchasing. Your Lender does not monitor the workmanship, quality, or completeness of the goods and/or services that you purchase. Contact your Merchant/Provider immediately if not completely satisfied. You will receive monthly statements to help track your transactions.

FOR PROTECTION AGAINST UNAUTHORIZED PURCHASES, IDENTIFICATION WILL BE REQUIRED FOR ALL PURCHASES.

† GreenSky® is the brand name for certain consumer credit plans extended by participating lenders to borrowers for the purchase of goods or services from participating merchants/providers. Participating lenders are federally insured, federal and state chartered financial institutions providing credit without regard to age, race, color, religion, national origin, sex, or familial status. GreenSky® is a registered trademark of GreenSky, LLC and is used by your Lender under license. GreenSky, LLC and its wholly-owned subsidiaries will service this Loan on behalf of your Lender.

* Eligible only for purchases with your Merchant/Provider. Your Lender is specified on your Loan Agreement.

‡ Applicable payment card network rules apply. Any unauthorized transactions must be reported to us within 60 days.

Application ID: 1607113946

The monthly payments in the payment schedule of your Truth in Lending Disclosure is estimated and based on the Amount Financed for which you have been approved. Examples of required minimum monthly payments for different total purchase amounts appear below:

Total Amount of Purchases	Monthly Payment Amount
\$5,000.00	\$34.54
\$10,000.00	\$69.08
\$15,000.00	\$103.62
\$20,000.00	\$138.16
\$25,000.00	\$172.70
\$49,500.00	\$341.94

Installment Loan Agreement | RETAIL INSTALMENT CREDIT AGREEMENT | NON-NEGOTIABLE CONSUMER NOTE

LENDER: Synovus Bank, a Georgia banking company
Lender Correspondence Address: GreenSky@
 Attn: Correspondence P.O. Box 29429, Atlanta, GA 30359
Borrower: KEVIN LeGrett
Phone Number: (585) 943-8888
Address: 25845 FLEMMING PL
City/State/Zip: Stevenson Ranch, CA 91381

Application ID: 1607113946 **Date:** 07/11/2016
Merchant/Provider: Sunrun - Costco
Representative:
Borrower:
Phone Number:
Address:
City/State/Zip:

TRUTH IN LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of 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 when you have made all payments as scheduled
4.99%	\$30,115.80 (e)	\$49,500.00 (e)	\$79,615.80 (e)

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
18	\$205.84 (e)	Beginning 08/21/2016 and monthly thereafter for a total of 18 Months ("Promotional Payment Period").
221	\$341.94 (e)	Beginning monthly thereafter for a total of 221 months
1	\$341.94 (e)	07/21/2036

Security: You are giving a security interest in the goods or property being purchased.
 Late Charge: If payment is more than 10 days late, you will be charged the lesser of \$39 (\$15 in Iowa) or 5% of the payment amount past due.
 Massachusetts borrowers will not be charged late charges.
 Prepayment: If you pay off early, you will not have to pay a penalty and you may be entitled to a refund of part of the finance charge. See the rest of this document for any additional information on nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.
 "(e)" means estimate.

Itemization of Amount Financed: \$49,500.00 (e) — Paid to Sunrun - Costco

MILITARY LENDING ACT: The Military Lending Act ("MLA") provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). The provisions of this section apply to Covered Borrowers under the MLA. If you would like more information about whether you are a Covered Borrower and whether this section applies to you, please contact us at 877-266-2945. **Statement of MAPR:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account). **Oral Disclosures:** In order to hear important MLA disclosures and payment information, please call 877-266-2945. **Covered Military Borrowers:** If you are a Covered Borrower, as defined under the MLA, 10 U.S.C. § 987, as amended from time to time, (i) the provisions of the ARBITRATION PROVISION, (ii) any waiver of your right to legal recourse under any state or federal law and (iii) any other provision in this Loan Agreement that is not enforceable against you under the MLA, does not apply to you.

NOTICE TO THE BUYER: 1. THIS IS A CONSUMER CREDIT TRANSACTION. 2. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 3. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CREDIT AGREEMENT. 4. YOU MAY PREPAY THE UNPAID BALANCE UNDER THIS AGREEMENT AT ANY TIME WITHOUT PENALTY AND MAY BE ENTITLED TO RECEIVE A REFUND OF UNEARNED CHARGES IN ACCORDANCE WITH LAW. 5. THIS LOAN AGREEMENT CONTAINS AN ARBITRATION PROVISION THAT, UNLESS YOU REJECT IT, MAY LIMIT YOUR RIGHT TO LITIGATE A CLAIM IN COURT OR HAVE A JURY TRIAL ON A CLAIM.

ACCEPTANCE OF THIS LOAN AGREEMENT BY ELECTRONIC SIGNATURE: The first use of the Shopping Pass or the associated loan to make a purchase will constitute acceptance by (all) Borrower(s) of the terms of this Loan Agreement. The dated physical or electronic record of such use will evidence the signature of (all) Borrower(s) on this Loan Agreement and have the same legal effect as a physical signature.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT. NON-NEGOTIABLE CONSUMER NOTE. RETAIL INSTALMENT CREDIT AGREEMENT.

Borrower: _____ Date: _____
 Electronic record constitutes acceptance of this Agreement (see above)

Co-Borrower: _____ Date: _____
 Electronic record constitutes acceptance of this Agreement (see above)

LENDER: /s/ Synovus Bank, a Georgia banking company

Date: 07/11/2016

IN-HOME SALE CUSTOMERS: ARIZONA, CONNECTICUT, NORTH DAKOTA AND RHODE ISLAND RESIDENTS: THIS INSTRUMENT IS BASED UPON A HOME/PERSONAL SOLICITATION SALE SUBJECT TO THE PROVISIONS OF TITLE 44, CHAPTER 15 OF THE ARIZONA REVISED STATUTES IN ARIZONA; THE HOME SOLICITATION SALES ACT IN CONNECTICUT, THE NORTH DAKOTA CENTURY CODE IN NORTH DAKOTA; AND TITLE 6, CHAPTER 28 OF THE RHODE ISLAND GENERAL LAWS. THIS INSTRUMENT IS NOT NEGOTIABLE.

TERMS AND CONDITIONS CONTINUE ON NEXT PAGE

1. Welcome. Thank you for opening an installment loan through the GreenSky® Program. By accepting the Shopping Pass, the Truth in Lending Disclosure, the terms and conditions, and the Lender's Privacy Notice (collectively, the "Loan Agreement"), each Borrower ("you") acknowledges that (i) Synovus Bank, a Georgia banking company ("Lender", "we", "our" or "us ") has approved Borrower(s) for a GreenSky® Program Installment Loan up to the Amount Financed as set forth in the Truth in Lending Disclosure above (the "Loan"), (ii) each Borrower has received and retained a copy of Lender's Privacy Notice, (iii) each Borrower has read this Loan Agreement, including any Addenda, and agrees to be bound by its terms, (iv) if this Agreement resulted from a sale in your home ("In-Home Sale"), the sales person has explained each Borrower's right to cancel and has provided a filled-in written Notice of Right to Cancel. Any Notice of Right to Cancel and any additional notice of right to cancel provided in the sales contract for an In-Home Sale, as well as any accompanying addendum provided to Borrower, are incorporated herein by reference, and unless any Borrower exercises the right to cancel, Lender agrees to pay the Amount Financed to Merchant/Provider for an In-Home Sale upon receipt of a transaction authorization, (v) either Borrower may direct Lender to make payments to Merchant/Provider by using the Shopping Pass or account number, and (vi) neither Borrower is a co-signer. A Certificate of Completion is required unless Borrower directs Lender to make payments to Merchant/Provider by using the Shopping Pass or account number. This Loan Agreement, including any changes to it, contains the terms of your agreement with Synovus Bank, a Georgia banking company .

2. Installment Loan Program.

a. Using your Loan: You may make purchases of goods or services from Merchant/Provider, in total up to the "Amount Financed" set forth on the first page of this Loan Agreement, during the purchasing window time period specified on your Shopping Pass, which is incorporated herein by reference. You agree that each time you make a purchase of goods or services from Merchant/Provider, you are authorizing us to extend credit to you and to forward Loan proceeds to your Merchant/Provider directly on your behalf.

b. Credit Limit: You agree not to make purchases in excess of the Amount Financed shown above, but if you do, you agree that we may, in our sole discretion, increase the Amount Financed to include such excess amount in a "Summary of Account at Conversion" that reflects such increased Amount Financed and resulting increased anticipated Finance Charge and Total of Payments. The dated electronic record of such excess purchase(s) will evidence your request for and acceptance of any such increased terms.

c. End of Purchasing Window: We will total the purchases you made during the purchasing window and provide you with a Summary of Account at Conversion that will show (based on actual total purchases) a final Amount Financed, Finance Charge, Total of Payments and remaining payment schedule for your Loan based on your total purchases.

d. For your convenience, we may provide you with certain materials in both the Spanish and English languages. You agree that, to the greatest extent not prohibited by law, the English text will control.

3. Promise to Pay. For value received, you agree to pay us (a) so much of the Amount Financed, as the same may be adjusted in accordance with this Loan Agreement, as you may actually use by initiating transactions under the Loan Agreement, which is called the "principal balance", plus (b) periodic interest at an annual rate of 4.99% on the unpaid principal balance outstanding, following your first transaction, and thereafter, at the beginning of each billing cycle until the loan is paid (using a monthly rate), plus (c) a prepaid finance charge of \$39, as applicable, plus (d) any applicable taxes or other charges due under this Loan Agreement. Any remaining balance of principal, interest, and other charges is due in full on the date of the last scheduled payment. The actual amount of interest that you pay may exceed the Finance Charge disclosed in the Truth in Lending Disclosure or Summary of Account at Conversion if you do not make minimum payments due by their due dates as identified in your statements. If you do not make required payments, then (i) your purchasing window may close early, and (ii) no new purchases may be permitted.

4. Timing and Application of Payments. You agree to make payments in accordance with the estimated payment schedule contained in the Truth in Lending Disclosure on the preceding page (or any updated disclosure, including the Summary of Account at Conversion), provided that you will be obligated to make minimum monthly payments in the amounts and on the dates shown on your statements, although you may make greater payments at any time without penalty. Any payment made in excess of your minimum monthly payment will not reduce the amount of your next regularly scheduled payment. You agree that, except for updated amounts, if any, shown on your updated Summary of Account at Conversion, including any adjustments in scheduled payments to reflect your final Amount Financed and Finance Charges due, all other terms and disclosures of this Loan Agreement will remain in full force and effect. Once the initial payment due date is set, the payment due date will be the same day each month. Subject to applicable law, we may apply payments to the amounts you owe under this Loan Agreement in any order we choose. You may not tell us how to apply payments. Any partial prepayment will be applied against the outstanding balance, but will not postpone the due date of any subsequent monthly installments or change the amount of any such installments, unless we otherwise agree in writing.

5. Payment Method and Address. Unless automatic payments are authorized in connection with this Loan, you agree to make payments by mailing a check or money order to P.O. Box 530584, Atlanta, GA 30353-0584, by making a phone payment by dialing 1-855-809-1889 or by making an online payment at www.greenskyonline.com. A payment to our servicer in accordance with this Loan Agreement is a payment to us. You agree not to send us partial 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 this Loan Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that (i) is postdated and accompanied by adequate notice, (ii) indicates that the payment constitutes "payment in full" of the amount owed, (iii) is tendered with other conditions or limitations or (iv) is otherwise tendered as full satisfaction of a disputed amount, must be marked for special handling and mailed or delivered to us at P.O. Box 29429, Atlanta, GA 30359, Attention: Disputes. Any dispute for healthcare services must include a fully completed Authorization to Release Patient Information form, which will be provided to the Provider.

6. Final Payment, Late Charge and Returned Check Charge. A Loan that has unpaid principal, interest, late charges, returned payment charges or any other fees or charges at the end of the term will not be regarded as "paid in full."

7. Access Device. We will provide you with a Shopping Pass which you may use to make purchases of goods or services from Merchant/Provider for a limited time, as identified on your Shopping Pass. Use of your Shopping Pass or Loan to make a purchase constitutes your acceptance of the terms of this Loan Agreement. You agree to notify us immediately if your Shopping Pass is lost, stolen or otherwise compromised.

8. Returned Payment Charge. Subject to applicable law, we may charge you a "Return Payment Charge" as provided herein. If your lender is located in Connecticut, Georgia, Illinois, Iowa, Nebraska, New Jersey, New York, Ohio, or Virginia, and your payment is dishonored or returned for any reason, you agree to pay us a Returned Payment Charge of \$20. If your lender is located in Alabama and your payment is dishonored or returned for any reason, you agree to pay us a Returned Payment Charge of \$15. If your lender is located in Kansas, there is no Returned Payment Charge. If you are a Massachusetts Borrower and your

TERMS AND CONDITIONS CONTINUE ON NEXT PAGE

payment is dishonored or returned for any reason, you agree to pay us a Returned Payment Charge of \$10. In all cases, we may charge this fee the first time any payment is returned even if it is paid upon resubmission.

9. Late Charge. If payment is more than 10 days late, you will be charged the lesser of \$39 (\$15 in Iowa) or 5% of the payment amount past due. NOTICE: Massachusetts Borrowers are not charged late charges.

10. Default. Subject to applicable law, you will be in default ("Default") if any of the following events occur:

- (a) You have made any false or misleading statement(s) in your application for the Loan subject to this Loan Agreement or any other account that you may have with us;
- (b) You fail to make a payment within 60 days of when it was due under this Loan Agreement or any other account agreement that you may have with us;
- (c) You fail to comply fully with any term or condition of this Loan Agreement or any other account agreement that you may have with us;
- (d) You file or someone else files against you a petition in bankruptcy; or
- (e) You die.

MASSACHUSETTS NOTICE: If you are a Massachusetts borrower and this Loan Agreement is secured by a non-possessory interest in consumer goods, this Default provision is enforceable only to the extent that the Default is material and consists of a failure to make one or more payments as required by the Loan Agreement or the occurrence of an event that substantially impairs the value of the collateral.

11. Remedies on Default. If you are in Default, we will have all of the rights and remedies available to us at law or in equity, in addition to the specific rights and remedies set forth in this Loan Agreement. We may exercise any, some or all of our rights and remedies, in our sole discretion. If you are in Default, we may, at our option, require you to pay immediately the entire amount you owe us under this Loan Agreement, in full. Subject to the requirements of applicable law, we may do this without giving you any advance notice of presentment, acceleration or our intent to accelerate. Unless prohibited by applicable law, you agree to pay our reasonable costs and attorneys' fees related to the collection of your Loan.

12. Credit Inquiries and Loan Information. You authorize us to obtain a credit report on you for any legal purpose in connection with this Loan, including any update, extension of credit, review or collection of this Loan. If you request, we will tell you whether any credit report was requested and, if so, the name and address of the credit bureau furnishing the report.

13. Inaccurate Information. If you believe that we have information about you that is inaccurate or that we have reported or may report inaccurate information about you to a credit bureau, please notify us of the specific information that you believe is inaccurate by writing to us at P.O. Box 29429, Atlanta, GA 30359, Attention: Disputes. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please send a copy of that report to us as well.

14. Negative Information Reporting. We may report information about your Loan to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

15. Severability. If applicable law is finally interpreted so that charges collected or to be collected in connection with this Loan Agreement exceed the permitted limits, then (i) any such charges will be reduced to the permitted amounts and (ii) any amounts already collected that exceed the permitted amounts will be credited to you by, at our option, applying the credit to any amounts due hereunder or making a direct payment to you. If any provision in this Loan Agreement is invalid under applicable law, the remainder of the provisions in this Loan Agreement will remain in effect and interpreted to give the greatest possible effect to the intent of the parties as originally written.

16. Assignment. This Loan Agreement may be sold at our discretion.

17. Governing Law. This Loan Agreement, including the rate of interest and fees, is governed by applicable federal law and, to the extent not preempted by federal law, the laws of GA where the Lender is located as shown in Section 1 (Welcome) of this Loan Agreement (without regard to the State's conflict of laws provisions). If Lender is located in Kansas, the Kansas Consumer Credit Code (Kan. Stat. Ann. §§ 16a-1-101 et seq.) governs this Agreement. If you are a Massachusetts borrower and the Amount Financed is \$6,000 or less, this Loan Agreement is also subject to the Massachusetts Small Loan Law.

18. Joint and Several Liability. Each Borrower will be liable individually and together for all obligations under this Loan Agreement, including payment to us of the entire amount owed under this Loan Agreement.

19. No Waiver by Us. We will not be deemed to have waived any of our rights by delaying the enforcement of any of our rights. If we waive any of our rights in writing on one occasion, that waiver does not constitute a waiver by us of our rights on any future occasion.

20. Telephone Monitoring and Recording. You agree that we may monitor or record phone calls to ensure that you receive quality service and for training purposes.

21. Communicating With You; Consent to Contact by Electronic and Other Means. You agree that, to the greatest extent not prohibited by applicable law, we may contact you for any lawful reason, including for the collection of amounts owed to us. No such contact will be deemed unsolicited. You agree that we (and any other owner or servicer of your account) may contact you for any and all purposes arising out of or relating to your Loan at any physical or electronic addresses or numbers (including wireless cellular telephone numbers, ported landline numbers, VOIP or other services) as you may provide to us from time to time. We may use any means of communication, including, but not limited to, postal mail, electronic mail, telephone, text messaging, or other technology, to reach you. You agree that we may use automatic dialing and announcing devices which may play recorded messages. You may contact us at any time to ask that we not contact you using any one or more methods or technologies. You represent that you are permitted to receive communications at each of the telephone numbers you have provided to us.

TERMS AND CONDITIONS CONTINUE ON NEXT PAGE

22. Notices; Change of Address, Employment or Telephone Number. We will send all written notices and statements to your address as it appears on our records. To avoid delays and missed payments that could affect your credit standing, you agree to advise us promptly if you change your mailing address, place of employment, telephone number or other contact information, including, but not limited to, porting a landline telephone number to a cellular phone, VoIP or other services. You represent and agree that for purposes of imposing fees and charges, you are deemed to reside at the current mailing address that we have on record for you.

23. Entire Agreement. This Loan Agreement constitutes the final written expression of the credit agreement between you and us relating to your Loan. We are not bound by any oral representations made or implied that are not directly reflected in this Loan Agreement. A credit agreement must be in writing to be enforceable. Oral agreements or commitments to loan money, extend credit, or forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you and us 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.

24. NOTICES: 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.

Your Merchant/Provider pays transaction fees as a result of your use of the Shopping Pass or Loan. Your Merchant/Provider is prohibited from surcharging you to cover the cost of these transaction fees.

Notice to California Residents: (AVISO PARA LOS QUE RESIDEN EN CALIFORNIA): SI SU PRÉSTAMO FUÉ NEGOCIADO PRIMERAMENTE EN ESPAÑOL, ESTAMOS OBLIGADOS A PRESENTARLE UNA TRADUCCIÓN EN ESPAÑOL DE LAS DISPOSICIONES REQUERIDAS POR LA REGULACIÓN FEDERAL Z, 12 C.F.R. APARTADO 1026.

Notice to Iowa Residents: IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LOAN AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. BORROWER MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Notice to New Hampshire Residents: This Loan Agreement provides for reasonable attorneys' fees to be awarded to us in an action against you involving this Loan Agreement. Reasonable attorneys' fees will be awarded to you if you prevail in any action, suit or proceeding brought by us, or an action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys' fees as the court considers equitable.

Notice to New Jersey Residents: Because certain provisions of this Loan Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

Notice to New York Residents: NOTICE TO THE BUYER: 1. Do not sign this credit agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this credit agreement.

Notice to Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

Notice to Vermont Residents: Lender is engaged in loan production. EACH BORROWER SHOULD RETAIN A COPY FOR THEIR RECORDS.

25. ARBITRATION PROVISION. Agreement to Arbitrate Disputes: This Arbitration Provision sets forth the circumstances and procedures under which Claims (defined below) that arise between you and us will be resolved through binding arbitration; provided, however, that this provision does not apply if, on the date this Agreement is issued, you are covered by the federal Military Lending Act as a member of the Armed Forces or a dependent of such a member. UNLESS YOU OPT OUT OF THIS ARBITRATION PROVISION AS PROVIDED BELOW OR EXCEPT AS APPLICABLE LAW PROHIBITS US FROM IMPOSING BINDING ARBITRATION ON YOU, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR HAVE A JURY TRIAL ON A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE OR MAY BE LIMITED IN ARBITRATION, INCLUDING YOUR RIGHT TO APPEAL AND YOUR ABILITY TO PARTICIPATE IN A CLASS ACTION. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that claim is pending only in that court. Definitions: As used in this Arbitration Provision, the term "Claim" means and includes any claim, dispute or controversy of every kind and nature, whether based in law or equity, between you and us arising from or relating to your Loan Agreement as well as the relationship resulting from such Agreement ("the Agreement"), including the validity, enforceability or scope of this Arbitration Provision or the Agreement. "Claim" also includes claims by or against any third party providing any product, service or benefit in connection with the Agreement (including, but not limited to, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a claim asserted by you or us against the other. As used in this Arbitration Provision, "you" and "us" also includes any corporate parent, wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns and purchasers of any accounts, all agents, employees, directors and representatives of any of the foregoing and any third party providing any product, service or benefit in connection with the Agreement. Initiation of Arbitration Proceeding / Selection of Administrator: Any Claim will be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with the Agreement. Claims must be referred to either JAMS or The American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of either of these organizations is unacceptable to you, you will have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact (1) JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614; www.jamsadr.com or (2) AAA at 335 Madison Avenue, New York, NY 10017, www.adr.org. In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the restrictions set forth below. Class Action Waiver and Other Restrictions: Arbitration will proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or

TERMS AND CONDITIONS CONTINUE ON NEXT PAGE

on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have a preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these terms and conditions and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) will not apply. Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as it may be amended ("FAA"), and the applicable Code. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized by law. Federal or state rules of civil procedure or evidence will not apply. Written requests to expand the scope of discovery rest within the arbitrator's sole discretion and will be determined pursuant to the applicable Code. The arbitrator will take reasonable steps to preserve the privacy of individual, and of business matters. Judgment upon the written arbitral award may be entered in any court having jurisdiction. Subject to the right of appeal under the FAA, the arbitrator's written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within 30 days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization will consider anew any aspect of the award objected to by the appellant, conduct an arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The panel's majority vote decision will be final and binding. Location of Arbitration / Payment of Fees: The arbitration will take place in the federal judicial district where you live. Regardless of who wins in arbitration, you will only be responsible for paying your share, if any, of the arbitration fees required by the applicable Code, which amount will not exceed the filing fees that you would have incurred if the Claim had been brought in the appropriate state or federal court closest to where you live. We will pay the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees. Waivers also may be available from the JAMS or AAA. Continuation: This Arbitration provision will survive termination of the Agreement, as well as voluntary payment in full of your account, any debt collection proceeding by or between you and us, and any bankruptcy by you or us. If any portion of this Arbitration Provision, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or unenforceable for any reason, it will not invalidate the remaining portions of this Arbitration Provision or the Agreement, each of which will be enforceable regardless of such invalidity. Opt-Out Process: You may choose to opt out of and not be subject to this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within forty-five (45) calendar days of the date of the Agreement at the following address: P.O. Box 29429, Atlanta, GA 30359, Attention: Legal. Your written notice must include your name, address, social security number, the date of the Agreement, and a statement that you wish to opt out of this Arbitration Provision. Your notice to opt out will only apply to this particular Agreement with us and not to subsequent or previous agreements.

26. SECURITY AGREEMENT. Except as prohibited by state law, if your Loan has 240 or more monthly payments due (as described in the payment schedule outlined in the Truth in Lending Disclosure provided herein) and the Truth in Lending Disclosure identifies that you are giving us a security interest, then this paragraph applies. A "Solar System" is defined as any system designed to collect sunlight and convert it into electricity and may include, but shall not be limited to, the following components: photovoltaic (PV) panels, DC-to-AC inverters, tracking hardware, disconnect switches, and utility power meters. To secure all of your obligations to us under this Loan Agreement, you grant us a security interest in the following assets, in each case whether now owned or hereafter acquired: (a) the Solar System purchased using your Loan described in this Loan Agreement; (b) any and all rights and remedies under any warranty or warranties covering or relating to the Solar System; and (c) any proceeds (including, but not limited to, money from insurance, sale, or other events) arising from or relating to the Solar System. To the extent applicable, the foregoing security interest shall constitute a purchase money security interest. By accepting this Loan Agreement and using your Loan, you authorize us (x) to disburse funds to the Merchant/Provider for the purpose of financing your purchase of Solar System and to pay the Merchant/Provider some or all of the purchase price of the Solar System; and (y) to sign, file, and record one or more financing statements or any other documents we deem necessary and/or appropriate to perfect or otherwise protect our security interest in the Solar System. **You and we agree (i) that the Solar System, and all parts and attachments, shall remain movable "personal property" notwithstanding the installation or annexation of the same to your residential property and regardless of whether we choose to file fixture filings to protect our security interest in the Solar System; (ii) the Solar System is not intended to be permanently or semi-permanently attached to or incorporated into your residential real property or any other real property; and (iii) it is the mutual intention of the parties to this Agreement regardless of how the Solar System may be characterized by any administrative, judicial, or third-party proceeding or determination, that we shall have a first and senior security interest in the Solar System, but we do not claim any lien on or interest in the real property at the location of the Solar System or any other real property or any other property you use as a residence. If you sell your home, you may move the Solar System to your new home, so long as you advise us in advance of your move in writing, and you have the Solar System installed on your new home in conformity with all applicable warranty requirements within thirty (30) days following commencement of your move.**

To the extent that, notwithstanding our express intent, the Solar System or any portion thereof is determined by any governmental authority to constitute a fixture or an interest in any residential real property, and as a result of such determination we, or anyone acting on our behalf, would be deemed to constitute a mortgage broker or mortgage lender under applicable law, then the Solar System or such portion thereof, as applicable, shall be excluded from the security interest arising pursuant to this section. You agree that we disclaim any mechanic's, materialman's or similar lien to which we might otherwise be entitled by operation of law on or relating to (1) your real property at the location of the Solar System or other real property or any other property you use as a residence and (2) any other property or collateral other than the Solar System itself.

You agree to maintain adequate insurance to cover replacement of the Solar System and related services. You agree to add us as an additional insured and loss payee on any insurance policy covering the Solar System. If the address at which the Solar System is installed is different from the primary applicant's address on your loan application, you agree to promptly notify us by mail at P.O. Box 29429, Atlanta, GA 30359, or by phone at 855-809-1889.

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SYNOVUS®

Rev. September 2016

FACTS

WHAT DOES SYNOVUS FINANCIAL CORP. (SYNOVUS) DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number
- Income
- Account balances
- Payment history
- Transaction history
- Account transactions

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Synovus chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Synovus share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing

- Call 1-800-695-0987 - our menu will prompt you through your choice(s)

Please note:
If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.
However, you can contact us at any time to limit our sharing.

Questions? Call toll-free 1-800-695-0987 or go to www.synovus.com/privacy

Who We Are	
Who is providing this notice?	Synovus Bank; Synovus Securities, Inc.; Creative Financial Group, a division of Synovus Securities, Inc.; Synovus Mortgage Corp.; Athena Service Corporation; Synovus Title, LLC; Synovus Title II, LLC.
What We Do	
How does Synovus protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Synovus collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ● Open an account ● Deposit money ● Apply for a loan ● Seek advice about your investments ● Tell us about your investment or retirement portfolio <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ● sharing for affiliates' everyday business purposes - information about your creditworthiness ● affiliates from using your information to market to you ● sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> ● <i>Our affiliates include companies with a Synovus name; Creative Financial Group, a division of Synovus Securities, Inc. and GLOBALT.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> ● <i>Synovus does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ● <i>Synovus doesn't jointly market.</i>
Other Important Information	
<p>For California Customers only. We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.</p> <p>For Vermont Customers only. We will not share information we collect about you with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates without your authorization.</p>	

Synovus Bank, a Georgia banking company
Your Credit Score and the Price You Pay for Credit

Your Credit Score	
Your credit score:	789
	Source: EXPERIAN Date: 07/11/2016

Understanding Your Credit Score																			
What you should know about credit scores	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change, depending on how your credit history changes.</p>																		
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.																		
The range of scores	<p>Scores range from a low of 300 to a high of 850.</p> <p>Generally, the higher your score, the more likely you are to be offered better credit terms.</p>																		
How your score compares to the scores of other consumers	<div style="text-align: center;"> <table border="1"> <caption>FICO Score 9 Distribution</caption> <thead> <tr> <th>FICO Score Range</th> <th>% of Consumers</th> </tr> </thead> <tbody> <tr><td>300-499</td><td>5%</td></tr> <tr><td>500-549</td><td>7%</td></tr> <tr><td>550-599</td><td>9%</td></tr> <tr><td>600-649</td><td>10%</td></tr> <tr><td>650-699</td><td>14%</td></tr> <tr><td>700-749</td><td>16%</td></tr> <tr><td>750-799</td><td>18%</td></tr> <tr><td>800-850</td><td>24%</td></tr> </tbody> </table> </div> <p>© 2016 FICO. © 2016 Experian. All rights reserved. EXPAG-G</p>	FICO Score Range	% of Consumers	300-499	5%	500-549	7%	550-599	9%	600-649	10%	650-699	14%	700-749	16%	750-799	18%	800-850	24%
FICO Score Range	% of Consumers																		
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700-749	16%																		
750-799	18%																		
800-850	24%																		

Checking Your Credit Report

What if there are mistakes in your credit report?

You have a right to dispute any inaccurate information in your credit report.

If you find mistakes on your credit report, contact EXPERIAN, which is the consumer reporting agency from which we obtained your credit report.

It is a good idea to check your credit report to make sure the information it contains is accurate.

How can you obtain a copy of your credit report?

Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.

To order your free annual credit report—

By telephone: Call toll-free: 1-877-322-8228

On the web: Visit www.annualcreditreport.com

By mail: Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's website at www.ftc.gov/bcp/conline/include/requestformfinal.pdf) to:

Annual Credit Report Request Service
P.O. Box 105281
Atlanta, GA 30348-5281

How can you get more information about credit reports?

For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at www.consumerfinance.gov/learnmore or visit the Federal Reserve Board's website at www.federalreserve.gov.