



Construction Notice Dept.  
PO Box 1389, Simi Valley, CA 93062



9314 8898 8030 0059 5541 37

*Address Service Requested*

9/7/2021

CED910 7160375

Adrian L & Raquel E Martinez  
10336 Floral Drive  
Whittier, CA 90606

## **THIS IS NOT A LIEN**

CED Greentech is one of the suppliers to your solar project and we are required by California State Law to send out a pre-lien notice to inform you that we are supplying some of the materials to your solar project. Your energy contractor, Energy Service Partners, Inc DBA ESP Contracting is one of our outstanding credit customers and we deeply value their business. Please be aware this is not a lien and it is not recorded against your property.

Energy Service Partners and CED Greentech are available to address any questions or concerns you may have.

**Contact Information:**

Energy Service Partners Customer Support: (866)865-4559

CED Greentech: (909)987-8900

We thank you for your continued business and support.

Sincerely,

CED Greentech Credit Department  
10565 Civic Center Drive, Suite 110  
Rancho Cucamonga, CA 91730.

CA PV)  
ed by:  
ch  
Center Dr. Suite 110  
camonga, CA 91730 909-987-8900

Customer: ENERGY SERVICE PARTNERS  
Customer #:  
Job Name: Adrian Martinez  
Job# / PO#: JZ-97200 /  
Cert #: 9314 8898 8030 0059 5541 37  
APN #: 8130-020-004

## PRELIMINARY NOTICE

This is not a lien. This is not a reflection on the integrity of any contractor or subcontractor, but the notice prescribed in California Civil Code Sections 8102, 8200, et seq., 9300, et seq.

TO OWNER OR REPUTED OWNER(S)/PUBLIC ENTITY

**Adrian L & Raquel E Martinez**  
10336 Floral Drive  
Whittier, CA 90606

TO THE DIRECT CONTRACTOR

**Energy Service Partners**  
970 W. 190th St., Suite 215  
Torrance, CA 90502  
866-865-4559

TO THE LENDER/SURETY

**Advised No Lender**

Bond/Loan #

1. The following is a general description of the labor, service, equipment or materials furnished or to be furnished:

**Electrical Materials, Supplies and Equipment**

2. Estimated Price: **\$12,129.98**

3. The name of the person who furnished that labor, service, equipment or materials is:

**CED Greentech**

10565 Civic Center Dr. Suite 110

**Rancho Cucamonga, CA 91730 909-987-8900**

4. Date labor, service, equipment or materials first furnished: **8/30/2021**

5. The name of the person who contracted for purchase of that labor, service, equipment or material is:

**ENERGY SERVICE PARTNERS**

970 W. 190th St., Suite 215,

**Torrance, CA 92502**

6. The description of the jobsite is:

**Adrian Martinez #JZ-97200**

10336 Floral Drive,

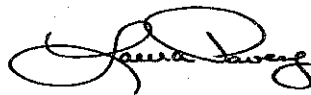
**Whittier, CA 90606**

## NOTICE TO PROPERTY OWNER

**EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL**, if the person or firm that has given you this notice is not paid in full for labor, service, equipment, or material provided or to be provided to your construction project, a lien may be placed on your property. Foreclosure of the lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before making payment to your contractor, or (2) any other method that is appropriate under the circumstances. This notice is required by law to be served by the undersigned as a statement of your legal rights. This notice is not intended to reflect upon the financial condition of the contractor or the person employed by you on the construction project. If you record a notice of cessation or completion of your construction project, you must within 10 days after recording, send a copy of the notice of completion to your contractor and the person or firm that has given you this notice. The notice must be sent by registered or certified mail. Failure to send the notice will extend the deadline to record a claim of lien. You are not required to send the notice if you are a residential homeowner of a dwelling containing four or fewer units.

Dated: 9/7/2021

By: \_\_\_\_\_



**Laura Pavey / CRF Solutions**

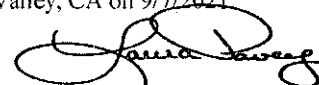
Authorized Agent For:

**CED Greentech**

## PROOF OF NOTICE DECLARATION

I declare that I served a copy of the above Preliminary Notice, and any related documents, by (as required by law), certified mail, postage prepaid, addressed to the above named parties, at the addresses listed above, on 9/7/2021. I declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct. Executed at Simi Valley, CA on 9/7/2021

By: \_\_\_\_\_

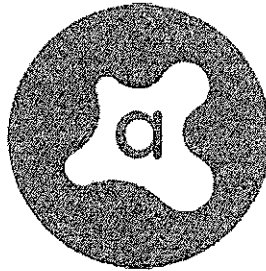


**Laura Pavey / Lien Administrator**



-  Detect viruses, ransomware and other threats in real-time
-  Secure your passwords in a vault and log into sites with 1 click
-  Scan for Wi-Fi security weaknesses to identify security vulnerabilities

**Order ID : WERBV**  
**Payment Status: Confirmed**  
**Valid Duration: 2 Years**  
**Item : Avast Computer**  
**Security Amount: \$499.99**



**PRODUCT DESCRIPTION:**

Account Type: Personal  
Home Subscription  
Product: Avast Premium  
Security Quantity: 1  
Payment Mode: Auto Debit

Dear Customer,

Thank you for choosing Avast Tech Services. This email is to confirm that we have received a request for the Avast Computer Security.

Here's the Receipt for Your Payment towards the Renewal of Your Anti-Virus & Anti-Malware Software's for Your Computer.

**THANK YOU FOR BECOMING AN AVAST CUSTOMER**

The amount of **\$499.99** will be auto debited and will be reflected in your bank Account statement by today EOD. With any questions you might have or in case of refund/cancelling the order. We're always happy to help.

**Customer Support: +1(914)-332-3318**



**Certificate Of Completion**

Envelope Id: 9E465CC8BA5B4230A161713A45E39DAF

Subject: Enium Capital Group - Solar Loan → loan provider

Source Envelope:

Document Pages: 13

Signatures: 4

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Status: Completed

Envelope Originator:

University Credit Union

7927 S High Point Parkwaay

Suite 350

Sandy, UT 84094

ucu@enium.com

IP Address: 52.12.158.23

424.320.4700

→ solar loan  
dept

7am-5pm

Location: DocuSign

**Record Tracking**

Status: Original

6/23/2021 7:24:43 PM

Holder: University Credit Union

ucu@enium.com

**Signer Events**

Adrian Martinez

elisaadem@gmail.com

Security Level:

.Email

ID: be661434-0de5-44a7-a3d4-5b0dc6e88fb0

6/23/2021 7:26:21 PM, Access Code

**Signature**

DocuSigned by:

Adrian Martinez

D55339C098E449B...

Signature Adoption: Pre-selected Style

Using IP Address: 107.77.227.90

**Timestamp**

Sent: 6/23/2021 7:24:46 PM

Viewed: 6/23/2021 7:26:41 PM

Signed: 6/23/2021 7:30:58 PM

**Electronic Record and Signature Disclosure:**

Accepted: 6/23/2021 7:26:41 PM

ID: db9b685d-2209-4ebb-994a-cc1cf726cf5f

**In Person Signer Events**

Signature

Timestamp

**Editor Delivery Events**

Status

Timestamp

**Agent Delivery Events**

Status

Timestamp

**Intermediary Delivery Events**

Status

Timestamp

**Certified Delivery Events**

Status

Timestamp

**Carbon Copy Events**

Status

Timestamp

**Witness Events**

Signature

Timestamp

**Notary Events**

Signature

Timestamp

**Envelope Summary Events**

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/23/2021 7:24:46 PM

Certified Delivered

Security Checked

6/23/2021 7:26:41 PM

Signing Complete

Security Checked

6/23/2021 7:30:58 PM

Completed

Security Checked

6/23/2021 7:30:58 PM

**Payment Events**

Status

Timestamps

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, University Credit Union-Sub Account (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact University Credit Union-Sub Account:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [fperez@ucu.org](mailto:fperez@ucu.org)

#### **To advise University Credit Union-Sub Account of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [fperez@ucu.org](mailto:fperez@ucu.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from University Credit Union-Sub Account**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [fperez@ucu.org](mailto:fperez@ucu.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with University Credit Union-Sub Account**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [fperez@ucu.org](mailto:fperez@ucu.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify University Credit Union-Sub Account as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by University Credit Union-Sub Account during the course of your relationship with University Credit Union-Sub Account.



## Notice of Final Agreement

**Borrower(s):** Adrian Martinez

10336 Floral Dr, Whittier, CA 90606

By signing this document each Party represents and agrees that: (i) The written Loan Agreement represents the final agreement between the Parties; (ii) There are not unwritten oral agreements between the Parties; and (iii) The written Loan Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the Parties.

As used in this Notice, the following terms have the following meanings:

**Loan Agreement.** The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust, or other documents or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

**Loan Agreement Documents**

- ✓ **Notice of Final Agreement**
- ✓ **Solar Loan Closed-End Note, Disclosure, Loan and Security Agreement**
- ✓ **Hold Harmless and Indemnification**
- ✓ **Covered Borrower Identification Statement**
- ✓ **Credit Score Disclosure**
- ✓ **Privacy Notice**
- ✓ **Automatic Transfer and Payment Request (ACH Origination)**

**Parties.** The term "Parties" means University Credit Union and any and all individuals who are obligated to repay the loan or have pledged property as security for the Loan.

**USA Patriot Act – Important information about procedures for opening a new account:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

**What this means for you:** When you open an account, you will be asked for your name, address, date of birth, and other information that will allow UCU to identify you. You will be asked to provide a copy of your driver's license or other valid identifying documents acceptable to University Credit Union.

Each Party who signs below acknowledges, represents, and warrants to University Credit Union that it has received, read and understood this Notice of Final Agreement.

**Borrower**

DocuSigned by:

X

*Adrian Martinez*

D55339C098E449B...

6/23/2021

Date

**Co-Borrower**

X

Date

1500 S Sepulveda Blvd. Los Angeles, CA 90025

[www.ucu.org](http://www.ucu.org)



1500 S. Sepulveda Blvd.  
Los Angeles, CA 90025  
800-UCU-4510  
424-320-4700  
www.ucu.org

# SOLAR LOAN CLOSED-END NOTE, DISCLOSURE, LOAN AND SECURITY AGREEMENT

|                                |                                     |               |                           |
|--------------------------------|-------------------------------------|---------------|---------------------------|
| BORROWER'S NAME AND ADDRESS    | 10336 Floral Dr, Whittier, CA 90606 | DATE OF LOAN  | LOAN MATURITY DATE        |
| Adrian Martinez                |                                     | June 23, 2021 |                           |
| CO-BORROWER'S NAME AND ADDRESS |                                     | SUFFIX NUMBER | BORROWER'S ACCOUNT NUMBER |
|                                |                                     | L             |                           |

|                                                                                         |                                                                                       |                                                                                                     |                                                                                                                            |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>ANNUAL PERCENTAGE RATE:</b> The cost of your credit as a yearly rate.<br><br>2.733%* | <b>FINANCE CHARGE:</b> The dollar amount the credit will cost you.<br><br>\$ 8,985.60 | <b>Amount Financed:</b> The amount of credit provided to you or on your behalf.<br><br>\$ 22,500.00 | <b>Total of Payments:</b> The amount you will have paid after you have made all payments as scheduled.<br><br>\$ 31,485.60 |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|

**Promotional Payment Terms:** You have selected the promotional payment terms checked below, which are reflected in the Payment Schedule:

☒ If checked, for the first 12 months starting with final disbursement, the monthly payment shall be \$15.00. Interest will not accrue during this time. Starting in the 13th month, the monthly payment shall increase to the amount necessary to fully amortize the remaining total balance for the remaining term of the loan.

If you do not pay 26% of the Principal Amount during the Promotional Period, but you pay a total of 26% of the Principal Amount within 120 days after the Promotional Period expires, interest will accrue on the outstanding principal balance from the first day after the Promotional Period expires until the first day of the seventeenth (17th) month after final disbursement of loan proceeds, at which time interest will accrue based upon the remaining outstanding principal balance for the remaining term of the loan.

Your payment schedule will be:

| NUMBER OF PAYMENTS | AMOUNT OF PAYMENTS | WHEN PAYMENTS ARE DUE                                |
|--------------------|--------------------|------------------------------------------------------|
| 12                 | \$ 15.00           | Monthly, starting 30 days after Final Disbursement   |
| 288                | \$ 108.70 e        | Monthly, starting 13 months after Final Disbursement |

**Security:** You are giving a security interest in your shares and deposits in the credit union, as well as the collateral described below. Collateral for other loans with us will also secure this loan, except for your home and household goods.

|                                                                                                                                    |                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Late Charges:</b> A late charge of \$10.00 will be charged for each late payment received more than 10 days after the due date. | <b>Required Deposit Balance:</b> The Annual Percentage Rate does not take into account your required deposit balance.                                                                     |
| <b>Prepayment:</b> If you pay off early, you will not have to pay a penalty.                                                       | See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and any prepayment refunds and penalties. |

"e" means estimate.

## LOAN DISCLOSURES AND ITEMIZATION OF AMOUNT FINANCED

This is a Solar Loan, provided to fund the purchase and installation of solar panels and/or other energy efficiency home improvement equipment. University Credit Union ("Credit Union," "us," or "we") will coordinate with the broker listed below, who will work directly with the contractor who have installed or will install the equipment that you are financing with this loan:

Broker: Enium Capital Group

Contractor: Energy Service Partners - CRE

Check(s) Payable to:

Amount:

Delivered to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Funds for your loan, which may be disbursed in multiple payments, will be provided directly to the broker to disburse to the contractor.

|                                    |               |               |                               |
|------------------------------------|---------------|---------------|-------------------------------|
| BORROWER'S NAME<br>Adrian Martinez | SUFFIX NUMBER | MEMBER NUMBER | DATE OF LOAN<br>June 23, 2021 |
|------------------------------------|---------------|---------------|-------------------------------|

**SECURITY INFORMATION**

You consent to a UCC1 Financing Statement being recorded in the county where you own property, which will serve as a lien on fixtures to secure the repayment of this loan. You consent to the UCC1 Financing Statement being renewed until this loan has been paid in full. In the event you refinance your mortgage loan, if any, before this loan is paid in full, you understand that the escrow company handling your refinancing may require a fee to record a UCC3 (Termination) and to re-record the original UCC1. We do not charge for the initial UCC1 recording fee.

The following is a description of the collateral you are pledging to secure this loan, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located (the "Collateral"):

All of the debtor's right, title and interest in the Solar Energy Equipment or Energy Storage/Battery Equipment (if any), including but not limited to rooftop solar panels, solar roofing materials, wall mounted batteries, and stand alone batteries, inverters, cables and wires, support brackets, roof mounted or ground mounted racking systems, related equipment, and additions or replacements of the same. In addition, the security interest includes all warranties issued with respect to the referenced collateral, together with

All accessions, attachments, accessories, tools, parts, supplies, replacements of, and additions to any Collateral. All proceeds from any warranty claims related to the Collateral. All rebates and incentives that are payable as a result of installing the Collateral except for such rebates and incentives that have been assigned to your contractor. All of your rights, title, interest, and remedies under all agreements, statements, and other documentation relating to the Collateral. All consideration received from the 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 processing any Collateral or any proceeds of the Collateral.

The Collateral is intended to be classified as personal property; however, to the extent that any portion of such Collateral is or becomes classified as a fixture, this filing constitutes a fixture filing as to such Collateral. The Collateral secures a purchase money obligation in favor of the secured party and secured party's lien thereon constitutes a purchase money security interest.

**LOAN SIGNATURES**

You agree that the terms and conditions in the disclosure statement and the loan and security agreements attached hereto shall apply to this loan. If there is more than one borrower, you agree that all the conditions of the loan and security agreements governing this loan shall apply to both jointly and severally. You acknowledge that you have received a copy of the loan and security agreements and disclosure statement ("Note"). If you purchase optional loan products in connection with this loan, you understand that a portion of the premium or fee you pay will be retained by the credit union (or paid back to the credit union by the service provider) as compensation for making these services available to you. You also acknowledge receipt of the product application(s), disclosures, and contract(s) regarding the product(s).

**Suspension of electronic services and access to share or deposit accounts.** Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

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

**NOTICE TO CONSUMER: THIS IS A CONSUMER CREDIT TRANSACTION. (A) DO NOT SIGN ANYTHING BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (C) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT.**

**THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**CAUTION- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

|                                                                                                                 |                   |
|-----------------------------------------------------------------------------------------------------------------|-------------------|
| BORROWER'S SIGNATURE<br>DocuSigned by:<br>X <i>Adrian Martinez</i>                                              | DATE<br>6/23/2021 |
| <input type="checkbox"/> CO-BORROWER <input type="checkbox"/> *OTHER OWNER <input type="checkbox"/> **GUARANTOR | DATE              |
| X                                                                                                               |                   |

|                                                                                                                            |      |
|----------------------------------------------------------------------------------------------------------------------------|------|
| <input checked="" type="checkbox"/> CO-BORROWER <input type="checkbox"/> *OTHER OWNER <input type="checkbox"/> **GUARANTOR | DATE |
| X                                                                                                                          |      |
| <input type="checkbox"/> CO-BORROWER <input type="checkbox"/> *OTHER OWNER <input type="checkbox"/> **GUARANTOR            | DATE |
| X                                                                                                                          |      |

\*OTHER OWNER: Any person who has a property interest (other than as a renter or lessor) in the above described collateral signs here. The other owner, unless also a co-borrower, is not obligated to pay the debt, but understands that the credit union has a security interest in the collateral as explained in the Security Agreement.

\*\*GUARANTOR: Upon default, the credit union may seek immediate payment from the guarantor of any and all sums due on the loan, including all reasonable costs and fees provided under the loan and security agreements, as permitted by law. The guarantor waives all notice to which he or she would otherwise be entitled by law.

☐ **CONSUMER'S CLAIMS AND DEFENSES NOTICE - IF CHECKED, SEE NOTICE BELOW**

**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 PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

BORROWER'S NAME

Adrian Martinez

SUFFIX NUMBER

MEMBER NUMBER

DATE OF LOAN

June 23, 2021

**IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:**

The following applies if at the time this loan is made you are an active member of the military or a dependent (as those terms are defined in the Military Lending Act (MLA), 10 U.S.C. 987 and its implementing regulations ("MLA")), and (a) your loan is unsecured or secured by personal property or a vehicle that you did not purchase with the proceeds of the loan; or (b) it is otherwise determined by law that the MLA applies to your loan. If this loan is a revolving line of credit or credit card, the MLA ceases to apply at any time during which you are not a member of the military or a dependent (as defined in the MLA).

- 1. NOTICE:** 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 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this notice verbally, please call 1-800-828-4510 24 hours a day, 7 days a week.
- This loan will not be secured by a consensual lien on shares or deposits in any of your accounts unless you agree to establish an account in connection with this loan ("Secured Account"). Only funds deposited into the Secured Account after the loan is made will secure this loan. Any cross-collateralization provision contained in your loan or account documents will not apply to the Secured Account or your other share or deposit accounts for any loan subject to the Military Lending Act.  
However, we reserve our statutory lien rights and rights to set-off or administrative freeze under federal or state law, which gives us the right to apply the sums in the Secured Account or any other account(s) you have with us to satisfy your obligations under this loan.
- Any reference in this consumer credit contract to the following are hereby inapplicable to your loan: (a) Mandatory arbitration; (b) Any requirement(s) to waive your rights to legal recourse under any applicable state or federal law; (c) Any demands or requirements construed as unreasonable notice from you in order to exercise your legal rights; or (d) Prepayment penalties.
- Any provisions in your consumer credit contract, loan, security, or account agreements that are determined to be inconsistent with or contradictory to these disclosures or the MLA (as they may be changed or amended from time to time) are inapplicable with regard to this loan. However, all other terms and conditions of the consumer credit contract shall remain in full force and effect.

IN THESE AGREEMENTS, THE WORDS "YOU," "YOUR" AND "YOURS" MEAN ALL THOSE NAMED AS BORROWERS. THE WORDS "WE," "US" AND "OUR" MEAN THE CREDIT UNION.

**LOAN AGREEMENT**

**Payments/Finance Charges:** For value received, you promise to pay, at our office, all amounts due. All payments shall be made pursuant to the disclosure statement on page 1 of this document. You understand that the finance charge and total of payments shown on page 1 of this document are based on the assumption that all installment payments will be made on the scheduled due dates. If you fail to pay any installment by the time it is due, you will pay additional interest on the overdue amount and your loan may not be paid in full at the end of the term. In such case, any remaining balance will be due in full immediately.

**Allocation of Payments and Additional Payments:** Payments and credits shall be applied in the following order: any amounts past due; any fees or charges owing, including any fees or premiums for additional products purchased; accrued interest or finance charges; outstanding principal. Payments made in addition to regularly scheduled payments shall be applied in the same order.

**Interest:** Interest begins accruing from the final funding date. If you have elected to have your first payment due date greater than 30 days after funding, your initial payment(s) may be applied only to interest.

**Late Charges:** If you make a late payment, you agree to pay a late charge if one is disclosed on page 1 of this document.

**Borrower Responsibility:** You promise to notify us of any change in your name, address or employment. You promise not to apply for a loan if you know there is a reasonable probability that you will be unable to repay your obligation according to the terms of the credit extension. You promise to inform us of any new information which relates to your ability to repay your obligation. You promise not to submit false or inaccurate information or willfully conceal information regarding your creditworthiness, credit standing, or credit capacity.

**Default:** *The following provision applies to borrowers in Idaho, Kansas, and Maine:* You will be in default if (1) you do not make a payment of the required amount when due; or (2) we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

*The following provision applies to borrowers in Wisconsin:* You shall be in default under this Agreement if any of the following occur: (a) If an amount exceeding one (1) full payment due under this Agreement is more than ten (10) days late or if the first or last payment due under this Agreement is more than forty (40) days late; OR (b) you breach any term or condition of this Agreement, which breach materially impairs your ability to pay amounts when due or materially impairs the condition, value, or protection of our rights to or in any collateral securing this transaction.

*The following provision applies to all other borrowers:* You shall be considered in default if any of the following occur: (1) If you break any promise made under this Loan Agreement or under the Security Agreement; or (2) if you do not use the money we loaned you for the purpose stated in your application; or (3) if we should, in good faith, believe that prospect of payment, performance or realization of the collateral, if any, is impaired; or (4) if you die; or (5) if you file a petition in bankruptcy, insolvency, or receivership or are put involuntarily into such proceedings; or (6) if the collateral, if any, given as security for this loan is lost, damaged or destroyed, or if it is levied against, attached, garnished, or seized for any reason under any authority; or (7) if you do not pay on time any of your current or future debts to us; or (8) if anyone is in default of any security agreement given in connection with any loan under this Note; or (9) if you make any false or misleading statements in any credit application or update of credit information; or (10) you are in default of any other loan or security agreement you have with the Credit Union; or (11) you use the Note for any illegal purpose or transaction as determined by applicable law. If you default, we may, at our option, declare this loan immediately due and payable, and you must immediately pay to us at that time the total unpaid balance, as well as the **Finance Charge** to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees.

**Costs of Collection:** You shall pay all costs incurred by us in collecting any amount you owe or in enforcing or protecting our rights. Costs of collection include, but are not limited to, collection agency fees, repossession fees, appraisals, environmental site assessments, and casualty insurance. *The following applies to all borrowers except Wisconsin borrowers:* Costs of collection also include reasonable attorney's fees for any action taken by an attorney who is not our salaried employee in order to collect this loan or preserve or protect our rights and remedies, including, without limitation, pre-suit demands for payment, pre-suit mediation or settlement negotiations, investigation and assessment of our rights, participation in bankruptcy cases, matters, and proceedings (including, without limitation, filing proofs of claim, pursuing reaffirmation agreements, attending meetings of creditors, and pursuing complaints, motions, and objections that relate in any way to the credit union's collateral or right to payment), collateral disposition, non-bankruptcy suits and/or administrative actions, and appeals. *For Alabama borrowers:* attorney's fees after default shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow. *For Georgia borrowers:* attorney's fees shall not exceed 15% of principal and accrued interest, or such higher amount as a court may allow.

|                                    |               |               |                               |
|------------------------------------|---------------|---------------|-------------------------------|
| BORROWER'S NAME<br>Adrian Martinez | SUFFIX NUMBER | MEMBER NUMBER | DATE OF LOAN<br>June 23, 2021 |
|------------------------------------|---------------|---------------|-------------------------------|

IN THESE AGREEMENTS, THE WORDS "YOU," "YOUR" AND "YOURS" MEAN ALL THOSE NAMED AS BORROWERS. THE WORDS "WE," "US" AND "OUR" MEAN THE CREDIT UNION.

**Action Upon Default:** *The following provision applies to borrowers in Colorado, District of Columbia, Kansas, Maine, Massachusetts, Missouri, Nebraska, and West Virginia:* Once you have defaulted, and after the expiration of any right you may have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance of the loan without giving you advance notice. The principal balance in default shall bear interest at the contract rate, or a default rate if one has been disclosed to you, or another rate if required by applicable law.

**The following provision applies to borrowers in Wisconsin:**

**Right to Cure Default:** If you are in default under this Agreement, we must give a notice of default to you pursuant to Wisconsin Statutes sec. 425.104 425.105. You shall have fifteen (15) calendar days from the date the notice is mailed to you to cure the default. In the event of an uncured default, we shall have all the rights and remedies for default provided under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law, including, but not limited to, the right to repossess the collateral. We may waive any default without waiving any other subsequent or prior default by you.

**No Right to Cure:** Pursuant to Wis. Stat. Sec. 425.105(3), you shall not have the right to cure a default if the following occur twice during the preceding twelve (12) months: (a) you were in default on the closed-end note; (b) we gave you notice of the right to cure such previous default in accordance with Wis.Stat.Sec. 425.104; and (c) you cured the previous default.

Nothing in this Agreement shall be construed to restrict our ability to exercise our rights under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law, including, but not limited to, the right to repossess the collateral.

**The following provision applies to borrowers in all other states:** Once you have defaulted, we may, at our option, declare all amounts under the Note immediately due and payable, and you must immediately pay to us at that time the total unpaid balance, as well as the Finance Charge to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees. The principal balance in default shall bear interest at the contract rate.

**Delay In Enforcement:** We may delay enforcing any of our rights under this agreement without losing them.

**Irregular Payments:** We may accept late payments or partial payments, even though marked "payment in full," without losing any of our rights under this agreement.

**Co-borrowers:** If you are signing this agreement as a co-borrower, you agree to be equally responsible with the borrower, but we may sue either or both of you. We do not have to notify you that this agreement has not been paid. We may extend the terms of payment and release any security without notifying or releasing you from responsibility on this agreement.

**Governing Law:** These agreements shall be construed and enforced in accordance with the laws of the State in which our headquarters are located. *If you have entered into a mandatory arbitration agreement in connection with this loan:* if any provisions within this Agreement pertaining to jurisdiction and venue are inconsistent with the arbitration agreement, the arbitration agreement will govern.

**Change in Terms:** The terms of this Solar Loan Closed-end Note, Disclosure, Loan & Security Agreement, including any fees disclosed, are subject to change without prior notice, subject to applicable law.

**Contractual Pledge of Shares:** You pledge all your shares and deposits in the credit union, including future additions, as security for this loan. In case you default, we may apply these shares and deposits to the payment of all sums due at the time of default, including costs of collection and reasonable attorney's fees. No lien or right to impress a lien on shares and deposits shall apply to any of your shares which may be held in an "Individual Retirement Account" or "Keogh Plan."

#### State Notices:

**NOTICES TO WISCONSIN BORROWERS:** No provision of a marital property agreement, a unilateral agreement under Wis. Stat. Section 766.59, or a court decree under Wis. Stat. 766.70 adversely affects the interest of the Credit Union unless prior to the time the credit is extended, the Credit Union is furnished with a copy of the agreement or statement, or has actual knowledge of the adverse provision when the obligation to the Credit Union is incurred.

**NOTICE TO UTAH BORROWERS:** This written agreement is a final expression of the agreement between you and the Credit Union. This written agreement may not be contradicted by evidence of any oral agreement.

**NOTICE TO CALIFORNIA RESIDENTS:** By signing this Note, you specifically agree that the Credit Union may access the records of the California Department of Motor Vehicles from time to time to obtain your current mailing address, and by so agreeing, you are specifically waiving your rights under sections 1808.21 and 1808.22 of the California Vehicle Code.

**For Missouri Residents:** 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) 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.

**For Vermont Residents: NOTICE TO CO-BORROWER: YOUR SIGNATURE ON THIS LOAN MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THE LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

**OHIO RESIDENTS ONLY:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy 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.

| BORROWER'S NAME | SUFFIX NUMBER | MEMBER NUMBER | DATE OF LOAN  |
|-----------------|---------------|---------------|---------------|
| Adrian Martinez |               |               | June 23, 2021 |

IN THESE AGREEMENTS, THE WORDS "YOU," "YOUR" AND "YOURS" MEAN ALL THOSE NAMED AS BORROWERS. THE WORDS "WE," "US" AND "OUR" MEAN THE CREDIT UNION.

## SECURITY AGREEMENT

**Security Interest; PLEDGE OF SHARES; Statutory Lien; Set-off; Administrative Freeze:** To secure the payment of this loan and all expenditures incurred by the credit union in connection with this loan: (a) **You grant the Credit Union a security interest** in the property described on Page 2 of this document ("Collateral"). The security interest includes all increases, substitutions and additions to the secured property, proceeds from any insurance on the secured property and all earnings received from the secured property. The security interest also includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the loan or any extensions, renewals or refinancing of the loan. If the value of the property declines, you promise to give us more security if asked to do so. You also agree to abide by the terms of the Security Agreement. (b) **YOU GRANT AND PLEDGE TO US A CONSENSUAL LIEN ON ALL SUMS ON DEPOSIT** to secure your obligations to the credit union pursuant to applicable state law. "All sums on deposit" and "shares" for purposes of this pledge means all deposits in any savings, checking, club, certificate, P.O.D., revocable trust or custodial accounts(s), whether jointly or individually held, that we have on deposit now or in the future, all of which are deemed "general deposits" for the purpose of this pledge. Your pledge does not include any IRA, Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have vested ownership interest. (c) **You acknowledge and agree to impressment of the Credit Union's statutory lien rights** under the Federal Credit Union Act and/or applicable state law as of the date of your loan, which gives us the right to apply the sums in your account(s), to satisfy any obligations you owe to the credit union, regardless of contributions at the time of default, and without further notice to you or any owner of the account(s). (d) **You acknowledge and agree to our "common law" right to set off** under applicable state law which authorizes us to apply the funds in any joint or individual account to any obligations owed to us if you default or fail to pay or satisfy any obligation to us without any legal process, court proceeding or any notice to any owner of the account(s) affected hereunder or otherwise under this Agreement. (e) **You specifically agree that we have a right to place an administrative freeze on any of your joint or individual account(s) and that such action shall not violate 11 USC 362 or other applicable law.** IF YOU HAVE A CREDIT CARD WITH US, OUR RIGHTS ALSO APPLY TO THAT CREDIT CARD ACCOUNT.

**Multiple Rights; Cumulative Remedies:** You understand and agree that the Credit Union has multiple rights as enumerated above and that the remedies are cumulative. Nothing herein shall limit or restrict the remedies available to us following any event of default under the terms of your loan documents.

**Cross-collateralization:** Property given as security for this loan or for any other loan Borrower has with the credit union will secure all amounts Borrower owes the credit union now and in the future. However, property securing another debt will not secure this loan if such property is Borrower's principal residence (unless the proper rescission notices are given and any other legal requirements are satisfied), or are non-purchase money household goods. IF YOU HAVE A CREDIT CARD WITH US, THIS CROSS-COLLATERALIZATION CLAUSE ALSO APPLIES TO THAT CREDIT CARD.

**Release of Lien:** We will not release any lien on any collateral under this Note if you are delinquent on, or in default on, any other loan you have with us. For example, if you are in default on a line of credit, we will not release our lien on a vehicle loan, even if the vehicle loan is current or paid in full.

**Transfer of Collateral:** You will not change the location of, sell or transfer the collateral unless you have our prior written consent.

**Good Title:** You warrant that you have good title to the collateral, free of all security interests except that given to the credit union and except for any interest of a non-co-maker owner of the collateral who has signed the agreement in the indicated place.

**Maintenance of Collateral:** You will pay all taxes, assessments, and liens against or attached to the property described and further agree to keep the property in good condition, housed in a suitable shelter. You agree to execute financing statements and security agreement amendments at our request and will defend the property against adverse third party claims.

**Additional Security:** Should we feel at any time that the security presented has diminished in value, or for any reason feel that additional security is required, you agree to assign to us within ten (10) days whatever additional security we feel is necessary to protect us against possible loss.

**Actions Upon Default:** If a default as defined in the Loan Agreement should occur, we, or a third party designated by us, have the authority, upon such default, to repossess and sell the collateral in a lawful manner. This includes authority to take possession of any personal property contained in the collateral. In such cases, we or our authorized representatives may, at our option, enter the premises where the collateral is kept and take possession, subject to applicable laws. We have the right to render the property pledged as collateral unusable and may dispose of the collateral on the premises where the collateral is kept. If we decide to sell the collateral at a public sale, private sale or otherwise dispose of the collateral, we will provide reasonable notice if required by law and will otherwise comply with applicable state law. If we sell or otherwise dispose of the collateral we may collect from you reasonable expenses incurred in the retaking, holding and preparing the collateral for and arranging the sale of the collateral. We may also collect reasonable attorney's fees and legal expenses, permitted by applicable law, incurred in connection with disposition of the property. Unless you default, you may keep possession of the property (collateral) described and use it in any lawful manner consistent with this agreement or with the insurance policy on the collateral. You understand that we have certain rights and legal remedies available to us under the Uniform Commercial Code and other applicable laws, and that we may use these rights to enforce payment if you default. In the event of default, you will at our request assemble the property (collateral) and make it available to us at a place of our choosing. If we decide to waive this default, it will not constitute waiver of any other subsequent defaults.

**Attorney-in-Fact:** We are hereby appointed as your Attorney-in-Fact to perform any acts which we feel are necessary to protect the collateral and the security interest which this agreement creates.

**Joint Borrowers:** If there is more than one borrower, your obligations under this agreement are joint and several, each being equally responsible to fulfill the terms of this agreement.

**Others Bound:** This security agreement not only binds you, but your executors, administrators, heirs, and assigns.

**Further Assurances:** You agree to execute any further documents, and to take any further actions, reasonably requested by Credit Union in order to evidence or perfect the security interests granted herein or to effectuate the rights granted to Credit Union.

**Governing Law:** This Security Agreement is being executed and delivered in, and is intended to be performed in, the State in which our headquarters are located and shall be construed and enforced in accordance with the laws of the State in which our headquarters are located, except to the extent that the Uniform Commercial Code provides for the application of the law of another state.

**Additional Advances:** Any additional advances made by us for the payment of taxes or assessments or liens of any kind, or premiums on insurance and the interest owing thereon or any other advance necessary to perfect or protect our security interest shall also be secured by this agreement. Such amounts shall be added to your loan balance and your minimum payment due shall be increased or your loan term extended accordingly.

*Applies to Louisiana residents only:*

For purposes of foreclosure under Louisiana executory process, **you hereby confess judgment in our favor for all amounts secured by the Note**, including, but not limited to, principal, interest, late charges, costs of collection, costs of preservation of the collateral, reasonable attorney's fees, and all other amounts under the Note. We may appoint a keeper of the property in the event of foreclosure. To the extent allowed under Louisiana law, you hereby waive the following rights and procedures under Louisiana law: (a) all rights and benefit of appraisal; (b) notice of seizure; (c) the 3-day delay afforded under Articles 2331 and 2722; and (d) all other provisions under Articles 2331, 2722 and 2723 and all other Articles not specifically mentioned herein. You further agree that any declaration of fact made by authentic act by a person declaring that such facts are within his or her knowledge shall constitute authentic evidence of facts for the purposes of foreclosure under applicable Louisiana law and for the purposes of LSA-R.S. 9:3504(D)(6) and LSA-R.S. 10:9-508, to the extent applicable.



1500 S. Sepulveda Blvd.  
Los Angeles, CA 90025  
800-UCU-4510  
424-320-4700  
www.ucu.org

**SOLAR LOAN -  
HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**

|                                                                                       |                               |                           |
|---------------------------------------------------------------------------------------|-------------------------------|---------------------------|
| BORROWER'S NAME AND ADDRESS<br>Adrian Martinez<br>10336 Floral Dr, Whittier, CA 90606 | DATE OF LOAN<br>June 23, 2021 | LOAN MATURITY DATE        |
| CO-BORROWER'S NAME AND ADDRESS                                                        | SUFFIX NUMBER<br>L            | BORROWER'S ACCOUNT NUMBER |

IN THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ("AGREEMENT"), THE WORDS "YOU," "YOUR," "YOURS," AND "BORROWER(S)" MEAN ALL THOSE NAMED AS BORROWERS ABOVE. THE WORDS "WE," "US," "OUR," AND "CREDIT UNION" MEAN UNIVERSITY CREDIT UNION.

The Credit Union has contracted with you pursuant to a Solar Loan Closed-End Note, Disclosure, Loan and Security Agreement ("Note") to fund the purchase and installation of certain energy efficient items. In connection with the Note, you are exclusively responsible to find and retain a University Credit Union approved licensed and insured contractor(s) in order to purchase and/or install the energy efficient items. You are likewise solely responsible for any agreement between you and the contractor(s).

As a material part of the consideration to the Credit Union for the loan, you hereby assume all risk of damage or injury arising as a result of your selection of a contractor, your agreement with the contractor, and/or the contractor's purchase and/or installation of the energy efficient items, including but not limited to incomplete services, poor workmanship, or any other issue, dispute or problem that might arise between you and the contractor. You hereby waive all such claims against the Credit Union.

You agree to indemnify and hold the Credit Union harmless from and against any claims or damages arising from your selection of a contractor, your agreement with the contractor, and/or the contractor's purchase and/or installation of the energy efficient items, including but not limited to incomplete services, poor workmanship, or any other issue, dispute or problem that might arise between you and the contractor.

You agree to indemnify and hold the Credit Union harmless from and against any claims arising from any actual or alleged breach or default in the performance of any obligation arising from or relating to your agreement with the contractor(s).

You agree to indemnify and hold the Credit Union harmless from and against any and all claims arising from any actual or alleged act or negligence by you, the contractor, and/or your or their agents, and from and against all costs, attorney's fees, expenses and liabilities incurred by Credit Union relating to or arising from such act or negligence.

If an action is brought against the Credit Union because of an actual or alleged breach of an obligation or negligence by you, the contractor, and/or your or their agents, you agree, upon our request, to defend us at your expense by counsel that is reasonably satisfactory to us.

This Agreement and indemnification shall survive indefinitely.

By signing below and/or accepting the proceeds of the Note, you agree to be bound by the terms of this Agreement. If there is more than one Borrower, you agree that all the conditions of this Agreements shall apply to each Borrower jointly and severally. You acknowledge that you have received a copy of the Note and this Agreement.

|                                                                                                                 |                   |
|-----------------------------------------------------------------------------------------------------------------|-------------------|
| BORROWER'S SIGNATURE<br>Signed by:<br>X <i>Adrian Martinez</i>                                                  | DATE<br>6/23/2021 |
| <input type="checkbox"/> CO-BORROWER <input type="checkbox"/> *OTHER OWNER <input type="checkbox"/> **GUARANTOR | DATE              |
| X                                                                                                               |                   |

|                                                                                                                            |      |
|----------------------------------------------------------------------------------------------------------------------------|------|
| <input checked="" type="checkbox"/> CO-BORROWER <input type="checkbox"/> *OTHER OWNER <input type="checkbox"/> **GUARANTOR | DATE |
| X                                                                                                                          |      |
| <input type="checkbox"/> CO-BORROWER <input type="checkbox"/> *OTHER OWNER <input type="checkbox"/> **GUARANTOR            | DATE |
| X                                                                                                                          |      |

\*OTHER OWNER: Any person who has a property interest (other than as a renter or lessor) in the above described collateral signs here. The other owner, unless also a co-borrower, is not obligated to pay the debt, but understands that the credit union has a security interest in the collateral as explained in the Security Agreement.

\*\*GUARANTOR: Upon default, the credit union may seek immediate payment from the guarantor of any and all sums due on the loan, including all reasonable costs and fees provided under the loan and security agreements, as permitted by law. The guarantor waives all notice to which he or she would otherwise be entitled by law.



### Covered Borrower Identification Statement

**Borrower(s):** Adrian Martinez

10336 Floral Dr, Whittier, CA 90606

Federal law provides important protections to active duty members of the Armed Forces and their dependents. To ensure that these protections are provided to eligible applicants, we require you to sign one of the following statements as applicable:

I AM a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of thirty (30) days or fewer.

**Borrower(s):** Adrian Martinez

**Borrower: X**

**Co-Borrower: X**

Date

Date

I AM a dependent of a member of the Armed Forces on active duty as described above, because I am the member's spouse, the member's child under the age of eighteen years old, or I am an individual for whom the member provided more than one-half of my financial support for 180 days immediately preceding today's date.

**Borrower(s):** Adrian Martinez

**Borrower: X**

**Co-Borrower: X**

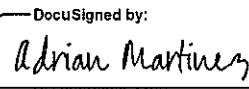
Date

Date

**OR**

I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, servicing on active duty under a call or order that does not specify a period of thirty (30) days or fewer (or a dependent of such a member).

**Borrower(s):** Adrian Martinez

**Borrower: X**   
Date 6/23/2021

**Co-Borrower: X**

Date

**Warning:** It is important to fill out this form accurately. Knowingly making a false statement on a credit application is a crime.

[www.ucu.org](http://www.ucu.org)

1500 S. Sepulveda Blvd. Los Angeles, CA 90025



## ***Important Privacy Choices for Consumers***

*You have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choices below.*

### **Your Rights**

*You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.*

### **Your Choices**

*Restrict Information Sharing With Companies We Own or Control (Affiliates): Unless you say "No," we may share personal and financial information about you with our affiliated companies.*

☐ **NO**, please do not share personal and financial information with your affiliated companies.

*Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services: Unless you say "No," we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.*

☐ **NO**, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

---

### **Time Sensitive Reply**

*You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.*

Name: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

Signature: \_\_\_\_\_

*To exercise your choices do one of the following: (1) Fill out, sign and send back this form to us using the envelope provided. (2) Call this toll-free number 800.UCU.4510. (3) Reply electronically by contacting us through the following email option:*  
[ucumail@ucu.org](mailto:ucumail@ucu.org)

**FACTS****WHAT DOES University Credit Union  
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 and Income
- Account Balances and Transaction History
- Payment History and Credit Score

**How?**

All financial companies need to share member's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their member's personal information; the reasons University Credit Union chooses to share; and whether you can limit this sharing.

**Reasons we can share your personal information****Does University Credit Union share?****Can you limit this sharing?**

|                                                                                                                                                                                             |     |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------------|
| <b>For our everyday business purposes—</b><br>such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No             |
| <b>For our marketing purposes—</b><br>to offer our products and services to you                                                                                                             | Yes | No             |
| <b>For joint marketing with other financial companies</b>                                                                                                                                   | Yes | Yes            |
| <b>For our affiliates' everyday business purposes—</b><br>information about your transactions and experiences                                                                               | No  | We don't share |
| <b>For our affiliates' everyday business purposes—</b><br>information about your creditworthiness                                                                                           | No  | We don't share |
| <b>For our affiliates to market to you</b>                                                                                                                                                  | No  | We don't share |
| <b>For nonaffiliates to market to you</b>                                                                                                                                                   | No  | We don't share |

**To limit  
our sharing**

- Call: 800.UCU.4510 and select option 8 or
- Visit us online: [ucu.org](http://ucu.org)

**Please note:**

If you are a *new* member, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our member, 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 800.UCU.4510 or visit [ucu.org](http://ucu.org)

## Who we are

Who is providing this notice?

University Credit Union

## What we do

How does University Credit Union 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 University Credit Union collect my personal information?

We collect your personal information, for example, when you

- Open an account or Deposit money
- Pay your bills or Apply for a loan
- Use your credit or Debit card

We also collect your personal information from others, such as credit bureaus, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- 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

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

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

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *University Credit Union does not share with affiliates.*

## Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *University Credit Union does not share with non-affiliates so they can market to you.*

## Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Joint marketing partners we share with can include insurance companies and agents.*

## Other important information

California law limits an institution from sharing information for joint marketing unless we have provided you an opportunity to opt-out of this sharing.