Retail Installment Contract & Security Agreement (Fixture)

Subject to State Regulation

App ID: 13966

CONTRACT TERMS

BUYER: Jason Domann	CO-BUYER:	SELLER: New Day Solar
ADDRESS: 38178 HAZELWOOD ST	ADDRESS:	ADDRESS: 24246 Luna Brilla Ln
MURRIETA, CA 92562-3420		Murrieta, CA 92562
("You" and "Your" mean each Buyer above, and guarantor, jointly and individually.)		*("We" and "us" mean the Seller above, its successors and assigns.)*

PROMISE TO PAY, PAYMENT TERMS, AND SECURITY INTEREST

By signing below, you agree to purchase the goods or services listed below, under the terms and conditions set out in this contract and security agreement (including the terms and conditions set out on pages three and four of this form) (the "Contract"), primarily for personal, family or household use. You promise to pay us the unpaid principal balance of $31,649.00, plus finance charges accruing on the unpaid balance at the rate of 2.99% per year in accordance with the payment schedule and payment terms set forth below and on pages two, three, and four of this form. A Finance Charge will accrue on the unpaid balance on the basis of a 365 day year. The Finance Charge will be charged for the actual number of days elapsed. To secure your payment and performance under the terms of this Contract, you grant us a security interest in all the property, goods and/or services described below, including all attachments and accessions, whether added now or later, and proceeds thereof (collectively referred to as "Property"), under the terms and conditions of the security agreement printed on pages two, three, and four.

DESCRIPTION OF GOOD(S)/SERVICE(S)	PRICE	TAX	TOTAL
Solar	$31,455.00	$0.00	$31,455.00

The Property will be located at Buyer's Address shown above, or at: 38178 HAZELWOOD ST, MURRIETA, CA 92562-3420

DETAILS OF TRANSACTION AND ITEMIZATION OF AMOUNT FINANCED

1. **Sale Price** (includes sales tax of $0.00).. $31,455.00
2. **Down Payment**
   - (a) Cash.................................... $0.00
   - (b) Deferred Down Payment...... $0.00
   - (c) Manufacturer's Rebate......... $0.00

   Total Down Payment
   (Sum of Items 2(a) through 2(c))........................ $0.00
3. **Unpaid Balance of Cash Sale Price**
   (Item 1 minus Item 2).. $31,455.00
4. **Consolidation of Purchases**
   (Existing Salal Credit Union Contract)................. $0.00
5. **Official Fees:**... $0.00
   Taxes (not included in Sale Price)
   - Sales.. $0.00
   - Property.. $0.00

   Recordation and Filing Fees............................... $0.00
6. **Other** UCC Filing Fee $194.00
7. **Amount Financed** (Total of Items 3, 4, 5, and 6) $31,649.00
8. **Finance Charge Dollar Amount**....................... $6,058.78
9. **Time Balance** (Total of Items 7 + 8)................... $37,707.78
10. **Amount Owed**
    payable in 144 installments of................... $261.86

Annual Percentage Rate The cost of your credit on an annual basis.	***Finance Charge*** The dollar amount the credit will cost you.	***Amount Financed*** The amount of credit provided to you or on your behalf.	***Total of Payments*** The amount you will have paid after you have made all payments as scheduled.	***Total Sale Price*** The cost of your purchase on credit, including your down payment of $0.00.
2.990%	$6,058.78	$31,649.00	$37,707.78	$37,707.78

Payment Schedule. Your monthly payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
144	$261.86	30 days from date of completion

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

Late Charge. If a payment is 15 days or more late, you will be charged 5% of the payment amount (not to exceed $15.00).

Prepayment. If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of the minimum finance charge.

Auto Payment. Enrollment in our automatic payment plan will result in a .25% discount on your current rate for as long as you are enrolled. If your current rate ends in .49 or .99, you are already enrolled and do not need to act. If your rate ends in .24 or .74, you are not receiving the automatic payment discount and may enroll in the program at any time. (Excludes WA & Deferred Loans).

DEFERRED PAYMENT SCHEDULE

Upon installation of the Property, the Buyer will execute a Completion Certificate verifying that the Property has been completely installed. For the purposes of this Contract, "Completion Certificate" shall be a document certified by the Seller that the Property has been completely installed in accordance with any agreement between the Buyer and the Seller regarding the installation of the Property. Execution of the Completion Certificate shall be deemed acceptance of the Property and satisfaction with the installation of the Property.

☐ Please check this box if payments will be made pursuant to a deferred Payment Schedule. The date upon which the deferred interest shall accrue ("Deferred Interest Accrual Date") will be N/A months from the execution of the Completion Certificate. Monthly payments under this Contract (described on page one) shall begin one (1) month following the Deferred Interest Accrual Date. If you elect to make payments pursuant to a deferred Payment Schedule, your Interest Rate shall increase from 0% to N/A.

NEITHER SELLER NOR ITS ASSIGNEE WARRANTS THE PROPERTY. MORE DETAILS CONCERNING THE MANUFACTURER'S WARRANTY AND DISCLAIMERS ARE ON PAGES THREE AND FOUR OF THIS CONTRACT.

NOTICE: The Seller intends to sell this Contract to the Credit Union, which if it buys this Contract, will become the owner of this Contract and your creditor. After the sale of this Contract, all questions concerning either terms of this Contract or payments should be directed to the Credit Union.

SIGNATURES

Notice to Buyer: (1) Do not sign this contract before you read all pages of it or if any spaces intended for the agreed terms, except as to unavailable information, are blank. (2) You are entitled to a copy of this contract at the time you sign it. (3) Keep this contract to protect your legal rights. (4) You may at any time pay off the full unpaid balance due under this contract, and in so doing you may receive a partial rebate of the service charge. (5) The service charge does not exceed 0% per annum computed monthly. (6) You may cancel this contract if it is solicited in person, and you sign it, at a place other than the seller's business address shown on the contract, by sending notice of such cancellation by certified mail return receipt requested to the seller at his or her address shown on the contract which notice shall be posted not later than midnight of the third day (excluding Sundays and holidays) following your signing this contract. If you choose to cancel this contract, you must return or make available to the seller at the place of delivery any merchandise, in its original condition, received by you under this contract.

California Notice to Buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.

Connecticut NOTICE TO THE BUYER: 1. Do not sign this contract before you read it or if it contains any blank space. 2. You are entitled to a completely filled- in copy of the contract when you sign it. 3. Under the law, you have the following rights, among others: (a) To pay off in advance the full amount due and obtain a partial refund of any unearned finance charge; (b) to redeem the property if repossessed for a default; (c) to require, under certain conditions, a resale of the property if repossessed.

Massachusetts Notice to Buyer: (1) Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. (2) You are entitled to a copy of this agreement at the time you sign it. (3) You may at any time pay off the full unpaid balance due under this agreement, and in so doing you may receive a partial rebate of the finance and insurance charges. (4) You may under certain circumstances redeem the property if repossessed because of your default, and you may, under certain conditions, require a resale of the property if repossessed. (5) The seller has no right to unlawfully enter your premises or commit any breach of the peace to repossess goods purchased under this agreement.

New York NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the credit service charge.

By signing below Buyer agrees to the terms on pages 1, 2, 3, and 4 of this Contract and acknowledges receipt of a completed copy of this Contract.

DocuSigned by:
Jason Domann
5C931429676148B...

BUYER'S SIGNATURE | DATE 10/8/2020

CO-BUYER'S SIGNATURE | DATE

OWNER OTHER THAN BORROWER | DATE | OWNER OTHER THAN BORROWER | DATE

DocuSigned by:
Eric Jones
7BDD4950C6D64F5...

CONTRACTOR SIGNATURE | DATE CONTRACT ACCEPTED BY SELLER 10/8/2020

TERMS AND CONDITIONS

1. SECURITY INTEREST. To secure all of the obligations under this Contract, including Seller's legal fees and other costs described below, you grant Seller a security interest in all of the Property described on page one of this Contract. The Property includes attachments and accessions, whether added now or later. Except for this security agreement, you represent and warrant that you own the Property free and clear. You will sign and deliver to Seller or its assignee any other documents, such as financing statements and certificates of title, to perfect or protect Seller's security interest. Seller may file a copy of this security agreement as a financing statement. You waive all your rights under state or federal homestead or similar laws, and you agree that the rights of Seller under this Contract are prior to your rights while this security agreement remains in effect. You will not allow any other liens on the Property, even if they are junior to the Seller's lien. Unless otherwise agreed in writing, the Property will be located at the address listed on page 1 of this Contract. You agree to keep the Property in good repair and not to sell it or otherwise dispose of it.

2. DEFAULT. You will be in default if any of the following happen: (a) You fail to make any payment when due; (b) You break any promise you have made to Seller in this or any agreement with Seller; (c) You have submitted a false credit application or financial statement to Seller; (d) Seller reasonably believes that the Property is in jeopardy; (e) Any check given as a down payment is dishonored; (f) You die, become insolvent, or file a petition in bankruptcy or similar proceedings, or am adjudged a bankrupt; and (g) The Property is lost, damaged, or destroyed.

3. RIGHTS UPON DEFAULT. You may keep and use the Property while this Contract is not in default. If there is a default, Seller may, in addition to any other rights Seller may have, do any of the following: Seller, or its assignee, may declare the unpaid balance of this Contract and all other of your obligations under this Contract, immediately due and payable without notice or demand, except as required by applicable law. If Seller pays money to someone else to help enforce this Contract, you will pay that amount. This includes Seller's attorney fees whether or not there is a lawsuit, including attorney fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any post-judgment collection services, if applicable, together with such additional fees as may be directed by the court. You will also pay any court costs. This security agreement also secures all of these amounts. Seller will also have all of the rights of a secured party under the applicable state Uniform Commercial Code. You will assemble the Property and make it available to Seller, if Seller asks you to do so. Seller may repossess the Property peaceably, and sell it. Seller may enter your real property to take possession of and remove the Property. If the Property contains other goods not covered by this security agreement at the time of repossession, you agree that Seller may take such other goods, provided that Seller makes reasonable efforts to return them to Buyer after repossession. After selling the Property, Seller may deduct the expenses of repossessing, selling, attorney fees, and other legal expenses from the money received from the sale to the extent permitted by applicable law. Seller may then apply the balance to the amount owed under this Contract. To the extent permitted by law, you will owe Seller any difference between the amount due under this Contract and the net amount Seller receives from the sale of the Property. If you are entitled to any notice by law, you agree that 10 days notice is enough. Seller may mail notice to you at the address filled in on page one, or at any other address you tell Seller about in writing. Any notice to Buyer will be deemed given if mailed to the address shown on the front of this Contract or the last address given in writing to Seller.

4. DUE ON SALE. Seller, or its assignee, may, at its option, declare immediately due and payable all sums secured by this Contract upon the sale or transfer of all or any part of the Property without the Seller's prior written consent. A "sale or transfer" means the conveyance of the Property or any right, title, or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, or any other method of conveyance of an interest in the Property. If you apply to Seller or its assignee for consent to a transfer, Seller or its assignee may require such information concerning the prospective transferee as would normally be required from a new loan applicant.

5. ASSIGNMENT. You will not assign your rights under this Contract or sell the Property unless you first get the written consent of Seller. Any attempted assignment or sale without Seller's consent will be void. No assignment or sale will terminate or reduce your duties under this Contract. Seller may assign this Contract and the assignee shall have all the rights of Seller under this Contract. Any assignment by Seller will not cut off any right of action or defense you may have against Seller.

6. PAYMENTS. You will make payments at any address specified by Seller, and payments will not be considered made until received and credited at that address. Any payment of less than the entire amount then due (whether due by declaration after default or otherwise) may be credited on the balance owing without waiving or curing any existing default or affecting Seller's right to use any remedies. Payments will be applied first to collection costs and late charges, if any, then to Finance Charge, and finally to the Amount Financed. In no event will the interest rate under this Contract exceed the maximum interest rate permitted by applicable law. You will pay the Amount Financed plus Finance Charge at the Annual Percentage Rate, under the payment schedule as shown on page one. If you pay late, you will pay more Finance Charge. If you pay early, you will pay less Finance Charge. Your final payment will be for all unpaid principal plus all earned Finance Charge and other charges. You will be responsible for any additional fees related to releasing the UCC. If any check or other item you submit for payment on this loan is dishonored for any reason, or if any electronic funds transfer payment is rejected, you agree to pay Seller's reasonable and customary fee in recognition of Seller's costs for processing such payment.

7. LATE PAYMENTS. If you pay late, you will have to pay a late charge as shown on page one.

8. GENERAL. You represent to Seller, and to any assignee of Seller, that Seller has offered no commission, rebate, or discounts to you to aid Seller in making a sale to another person. This Contract shall be governed by the applicable State Uniform Commercial Code. If this Contract is signed by more than one person, our obligations are joint and several. (This means that the words "you," and "your" mean each and all of the Buyers who sign this Contract.) This Contract is effective upon acceptance by Seller.

ASSIGNMENT OF WARRANTY AND DISCLAIMER

Seller assigns to you all warranties of the Property made by the manufacturers of the Property. You acknowledge that Seller is not the manufacturer. Unless Seller has made a separate warranty that is attached to this Contract, **SELLER DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE,** with regard to each and every item or service you have purchased. You acknowledge that no other warranties, oral or written, have been made by Seller or anyone else on behalf of Seller. This means that, unless there is a separate warranty, the goods or services are being sold AS IS, that the entire risk as to the quality and performance of the goods or services is with me, and that if the goods or services prove defective after purchase, you, and not Seller, assume the entire cost of all necessary servicing or repair.

NOTICE

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.

ASSIGNMENT BY SELLER

FOR VALUE RECEIVED, the contract herein between Buyer and Seller, and all right, title, and interest of Seller in and to the Property herein described, together with all moneys due or to become due and payable hereunder are hereby sold, assigned, and transferred by Seller to Credit Union, as indicated below. As partial consideration for the purchase of this contract by Credit Union, Seller hereby agrees not to assert against Credit Union any claim, lien or encumbrance which Seller now has or may hereafter have with respect to the Property. This assignment is made in consideration of the warranties contained in a Master Assignment between Seller and Credit Union, if any, and the following warranties: (a) The contract was made in good faith and was actually signed by the person or persons named as Buyer and other Owner (referred to collectively as “Buyer”); (b) The Property is described correctly in the contract and has been actually delivered into the possession of Buyer in good faith; (c) At the time of making the contract Seller has a valid and exclusive evidence of ownership to the goods sold which has been signed by all of the parties named thereon in the proper places and with genuine signatures without encumbrance of any kind whatsoever, and that no liens or claims against the Property exist except the rights of Buyer as stated in the contract, and Seller is the sole and unconditional owner of the contract; (d) Buyer is of legal age and competent, or if a corporation the contract was made by a duly authorized officer of the corporation; (e) The initial payment shown by the contract has been actually received by Seller in lawful money of the United States; (f) Seller has complied fully with all the provisions of the law relating to the installment sale and financing of the goods or services and the federal laws on truth in lending and credit reporting; (g) There are no defenses to the contract; (h) Seller will promptly pay over to Credit Union any payment received from Buyer and will promptly turn over possession of any property repossessed; (i) Seller has proof of insurance on Buyer if required or purchased under the contract; (j) Seller shall indemnify and hold harmless Credit Union against all claims and indebtedness whether valid or invalid, relating to the Property or acts or omissions of Seller including without limitation any based on the federal Consumer Credit Protection Act or other state or federal law; (k) Seller has filed all documents, properly completed and signed, which are necessary to perfect Seller’s security interest in the Property, in all required filing offices within three days after Buyer takes possession of the Property; and (l) If the Property described in this contract is of a type for which a certificate of title may be obtained, Seller agrees to provide the Credit Union with a certificate showing Credit Union as first priority security interest holder within 20 days from the date of this contract, and if Seller does not do so, Seller will immediately upon Credit Union’s demand repurchase the contract for the amount owing on the contract, even if the Property is not repossessed by or tendered to Seller and even if Buyer is not in default under the contract. This assignment shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Seller. Seller agrees that in the event of the breach of any of the foregoing warranties or the warranties in the Master Assignment, any limitation of recourse against Seller shall be abrogated and Seller unconditionally guaranties the full performance of all terms and conditions of the contract by Buyer therein and in accordance with the terms of this guaranty endorsement. Seller consents to extensions of payment or alterations of the contract which may be made by Credit Union without notice to Seller. If Credit Union brings an action against Seller as a result of any breach of any warranty or representation contained in the assignment, the Master Assignment or otherwise, Seller agrees to pay Credit Union’s reasonable attorney fees and court costs in such action, including attorney fees and collection costs at trial, on appeal and in bankruptcy proceedings (including efforts to vacate or modify any automatic stay or injunction).

This contract is assigned to Salal Credit Union (“Credit Union”), in accordance with the terms, conditions, and warranties set forth above and in the Master Assignment on the following terms of recourse:

☐ WITH FULL RECOURSE.

☒ WITHOUT RECOURSE.

☐ WITH LIMITED RECOURSE AS FOLLOWS: ____________________

New Day Solar

SELLER (COMPANY) NAME

DocuSigned by:

Eric Jones

SELLER SIGNATURE

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10/8/2020

DATE