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DIVIDEND
a division of Fifth Third Bank

# LOAN AND SECURITY AGREEMENT

Loan Number: L24-CA-0526906

Borrower: Fernando Martinez

Property Address: 6146 Ibbetson Ave, Lakewood, CA 90713

This Loan and Security Agreement (this "**Agreement**"), dated 03/13/2024 (the "**Effective Date**"), is made as and between **Fernando Martinez** (individually and jointly referred to as "**Borrower**" or "**you**", whether one or more) and Fifth Third Bank, National Association ("**Lender**," "**we**," or "**us**"). Borrower's home and installation address is 6146 Ibbetson Ave, Lakewood, CA 90713 (the "**Home**"). Lender's address is 38 Fountain Square Plaza, Cincinnati, OH 45263. Please read all pages of this Agreement carefully.

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

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

## TRUTH IN LENDING ACT DISCLOSURES

| **ANNUAL PERCENTAGE RATE** | **FINANCE CHARGE** | **Amount Financed** | **Total of Payments** |
|---|---|---|---|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| **6.99%** | **$51,863.99** (e) | $44,882.00 | $96,745.99 (e) |

**Your Payment Schedule Will Be:**

| *Number of Payments* | *Amount of Payments* | *When Payments Are Due* |
|---|---|---|
| 15 | $231.92 (e) | Monthly, beginning 06/27/2024 (e) |
| 283 | $328.60 (e) | Monthly, beginning 09/27/2025 (e) |
| 1 | $273.39 (e) | 04/27/2049 (e) |

**(e):** Means an estimate.

**Security:** You are giving a security interest in (a) the Collateral being purchased and in all accessories, equipment, and replacement parts installed in connection therewith; (b) any proceeds of any insurance policies, warranties, or service contracts covering any part of the Collateral; (c) any proceeds of any sale of the Collateral; (d) any renewable energy or carbon certificates or credits (referred to, among other things, as "**SRECs**") or other economic benefits related to incentives to support renewable energy production that Borrower may receive or be entitled to as a result of the Collateral (the "**Solar Incentives**"); (e) your shares and dividends and, if any, your deposits and interest with us; and (f) your individual and joint account with us.

**Late Charge:** If we do not receive a payment in full within 15 days of its due date, you will pay a late charge equal to the greater of ten (10) percent of the unpaid amount of the payment then due or $30.00.

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

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

**Payment Schedule:** The payment schedule disclosed above assumes Borrower does not purchase and finance added items, and does not make an Incentive Payment (defined below). Borrower's then remaining unpaid Principal will be re-amortized on the earlier of a) the date of receipt of a payment or payments, in addition to the scheduled installment payments, equal to or greater than the Incentive Payment, provided such Incentive Payment is received on or before the scheduled due date of the 15th installment payment; or b) the scheduled due

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date of the 16th installment payment. If the Borrower makes the Incentive Payment on the scheduled due date of the 15th installment payment, the amount of each remaining payment will be approximately equal to that of estimated payments 1 through 15.

| ITEMIZATION OF AMOUNT FINANCED | | |
|---|---|---|
| **1.** | **Principal Amount of Loan** | **$44,882.00** |
| | 1. Amounts Paid to Others on Your Behalf | |
| | a. To Seller/Contractor for Collateral/Installation | $44,882.00 |
| **2.** | **Amount Financed** | **$44,882.00** |

**Estimates**. The amounts or dates on page one with an "(e)" are estimates. These amounts and dates may change based on changes to the Collateral and the Accrual Date (defined below). Upon installation of the Collateral and disbursement of Principal (defined below), Lender will provide a closing statement in the form attached as Exhibit A ("**Closing Statement**") to Borrower with the final amounts and dates associated with this Loan

**Principal Amount of Loan**. The total amount of money that presently is being borrowed from Lender (the "**Principal**") is provided in the Amount Financed box above. The final total Principal in the Closing Statement will include the amount of added disbursements for additional purchases financed by Borrower. The Principal amount is the sum of all the payments and disbursement Lender is making on Borrower's behalf. By signing this Agreement, Borrower is directing Lender to make payments and disbursement to the Seller/Contractor, either directly or through an intermediary, based upon the Seller/Contractor meeting certain requirements related to the design and installation of the Collateral, as determined by Lender. Upon completion of installation, and subject to the "Platform Fee" section below, all Principal will be disbursed to Seller/Contractor, and Lender will provide notice to Borrower. Unless otherwise agreed by Lender, and subject to the "Platform Fee" section below, in the event all Principal is not disbursed within one hundred and ninety (190) days from the date of initial approval, Lender may review Borrower's credit report to determine if Borrower continues to qualify for the terms of the Loan. **Borrower agrees that this Agreement is not final and that Lender is not obligated to make any payment or disbursement of loan funds until Lender has reviewed Borrowers' final credit information, has made its final credit decision based on that information and has received all documentation necessary, appropriate and required, as determined by Lender, to verify the Collateral and its Installation**. Notwithstanding the foregoing or any other provision of this Agreement and other Loan documents, however, Lender will not be obligated to make any Principal disbursement if Borrower is in default under this Agreement.

**Platform Fee.** In order to obtain this financing, the Seller/Contractor pays the Lender a fee that is a percentage of the Amount Financed (the "Platform Fee"). The Platform Fee is charged by the Lender to the Seller/Contractor, and an amount equal to the Platform Fee is withheld from the disbursement of the Principal by the Lender to the Seller/Contractor. The Amount Financed by the Borrower is not reduced by the amount of the Platform Fee. Irrespective of the Platform Fee, the Borrower remains liable for the entire Amount Financed. The Seller/Contractor is prohibited from passing the Platform Fee on to Borrower in the form of a higher sales price or other charge.

**Promise to Pay**. In return for the Loan, Borrower promises to pay to Lender the outstanding Principal that has been and will be disbursed pursuant to this Agreement, including amounts for additional items purchased during installation of the Collateral and financed by Borrower, together with interest on the unpaid balance thereof from time to time, at the rates and on the terms herein specified. Borrower further promises to pay all other amounts that are or may become due under this Agreement, even if the Collateral is damaged, destroyed, or missing, or if Lender for any other reason does not make a scheduled Principal disbursement payment. Borrower promises to make payments in accordance with the "**Payment Schedule**" described on page one and as hereafter provided. The Payment Schedule may be revised to account for added disbursements and payments as provided in the Closing Statement sent to Borrower. The Loan must be repaid in full by the maturity date of this Agreement, which is the date that your final scheduled payment is due according to the Payment Schedule (the "**Maturity Date**"). Any amounts owed under this Agreement that remain unpaid on the Maturity Date will become immediately due and payable on that date.

Payments and other credits will be applied first, to accrued and unpaid interest, second, to Principal, and third, to outstanding fees and charges, or, alternatively, in any order Lender chooses, unless otherwise required by applicable law. Each person who signs this Agreement as Borrower is jointly and severally liable for all amounts owed under this Agreement. All payments will be made

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to Lender by Automated Clearing House ("**ACH**") withdrawal or at Lender's address set forth on the signature page hereto unless otherwise directed or agreed to by Lender.

**Interest**. Interest on the Loan will be calculated on a simple interest basis using the actual number of days in the year. Interest will begin to accrue on the outstanding Principal of the Loan, commencing on the date of Principal disbursement under this Agreement ("**Accrual Date**") until the date upon which all outstanding Principal is repaid in full, whether before or after the Maturity Date. The Interest Rate is 6.99% per year, charged at a daily interest rate of 0.0191381%.

**Payment Schedule**. The Payment Schedule on page one estimates the first payment date. The actual first payment date will be approximately sixty (60) calendar days after the Accrual Date. Lender will provide the Closing Statement to Borrower with a revised payment schedule that discloses the first payment date and amount, and the subsequent monthly payment dates and amounts. Because interest accrues on a daily basis, if payments are made late, more interest will accrue, and the total interest paid over the life of the Loan will be higher. If payments are made early, less interest will accrue, and the total interest paid over the life of the Loan will be less. Interest accrues on disbursements between the Accrual Date and the first payment date. The final payment amount may be higher or lower than shown in the Payment Schedule based on when payments are made under this Loan.

**Incentive Payment and Re-amortization**. Lender shall re-amortize Borrower's loan at least once during the term of the Loan. The first re-amortization will occur following the earlier of: (a) the date of receipt of a payment or payments, in addition to the scheduled installment payments, equal to or greater than **$13,464.60** ("**Incentive Payment**"), provided such Incentive Payment is received on or before the scheduled due date of the 15th installment; or (b) the scheduled due date of the 16th installment payment. Thereafter, Borrower may request Lender re-amortize Loan payments two (2) additional times in the event: (x) Borrower is not currently in default under the Loan; (y) Borrower makes a Principal reduction payment in the amount of no less than $1,000.00; and (z) the then remaining Principal balance outstanding on the Loan is no less than $5,000.00. The re-amortization will be a recalculation of the required monthly payment based on the remaining term to the Loan Maturity Date, the interest rate and the then remaining outstanding Principal. **In the event Borrower fails to make the Incentive Payment, accrued but unpaid interest will be owed and will be subject to the payment application described above. Borrower acknowledges and agrees that this may result in a higher Loan balance, which includes outstanding Principal, accrued and unpaid interest, and any applicable fees.**

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**Prepayment and Loan Transfer.**

1. The Loan MAY be prepaid in whole or in part at any time, without premium or penalty.
2. After receiving a written request, Lender will compute and deliver to Borrower a payoff amount for the balance of the Loan.
3. If prepaid in part, Lender will apply all payments and other credits toward accrued and unpaid interest, outstanding fees and charges, and outstanding Principal, in any order Lender chooses, unless otherwise required by law.
4. If Borrower enters into a binding contract to sell or otherwise transfer the Home, Borrower MAY:
    a. Prepay the Loan in whole within fourteen (14) days of the transfer of the Home; or
    b. Have the new owner of the Home assume the Loan, provided that, prior to the transfer of the Home, Lender determines that the assuming owner satisfies Lender's standards for assuming the Loan, the Incentive Payment and fees and costs of the assumption have been paid to Lender and such new owner of the Home assumes the Loan in writing.
5. The Loan MUST be repaid in full immediately upon any of the following events (each, a "**Mandatory Repayment Event**"):
    a. If Borrower enters into a sales contract to sell the Home and Lender, at its sole option, does not allow an assumption;
    b. If Borrower enters into a sales contract to sell the Home and, notwithstanding any agreement by Lender's to allow an assumption, the new owner of the Home does not agree in writing to assume the Loan;
    c. If Borrower enters into a sales contract to sell the Home and, if Lender otherwise would allow an assumption, the new owner of the Home does not, in Lender's sole determination, meet Lender's standards for assuming the Loan or is not willing to sign the agreements(s) or document(s) the Lender deems necessary for the new owner to assume the Loan;
    d. If all Borrowers have died; or

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e. If Borrower has the solar system included in the appraised value of the Home and the solar equipment will be sold as a part of the Home sale.

Upon a Mandatory Repayment Event, Lender will compute and deliver to Borrower a notice of the payoff amount for the then-remaining balance of the Loan. Borrower MUST pay the payoff amount within the time frame and otherwise as described in that notice, which will be a period of at least thirty (30) days from the date Lender mails the notice.

**Late Charges**. If Lender does not receive the full amount of any payment within fifteen (15) calendar days after the payment due date, Borrower agrees to pay a late charge equal to the greater of ten (10) percent of the unpaid amount of the payment then due or $30.00. This late charge is in addition to the payment then due. Lender may add unpaid fees and charges to the monthly payments due on the Loan, or may collect them separately.

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

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

**Security Interest**. Borrower grants Lender a security interest in and on the Collateral and in all proceeds thereof and all accessories, equipment, and replacement parts installed in connection therewith. Borrower agrees that Lender's security interest is a purchase-money security interest. This security interest also covers: (a) any proceeds of any insurance policies, warranties, or service contracts covering any part of the Collateral; (b) any proceeds of any sale of the Collateral; (c) any renewable energy or carbon certificates or credits (referred to, among other things, as "SRECs") or other economic benefits related to incentives to support renewable energy production that Borrower may receive or be entitled to as a result of the Collateral (the "**Solar Incentives**"); (d) your shares and dividends and, if any, your deposits and interest with us; and (e) your individual and joint account(s) with us. Borrower will notify Lender of any proceeds Borrower receives under (a) or (b) above and, on Lender's request, will remit said proceeds to Lender. Any proceeds described in (a) above that are paid to or received by Lender may be applied at Lender's discretion to amounts owed under this Agreement or to repair the Collateral. Any proceeds described in (b) and (c) above that are paid to or received by Lender will be applied to amounts owed under this Agreement. Lender, in its sole discretion, may file financing statements and/or other documents to evidence, perfect, protect or maintain its security interest. Borrower agrees that Lender may pre-file financing statements before Principal is disbursed or before the security interest otherwise attaches. Upon payment in full of all amounts owed under this Agreement, Lender's security interest in the Collateral will terminate.

**Non-Fixture Collateral**. Borrower and Lender agree that the Collateral will, at all times, even though attached or affixed to a structure so as to be subject rules on fixtures, be deemed, considered and regarded as removable personal property and shall not be made integral to, or deemed, considered or regarded as integrally incorporated into, any structure to which it may be attached. Specifically, to that end: (a) neither the collateral nor any nails, bolts, screws or other materials that are or may at any time attach any portion of the Collateral to the Home shall be deemed or made permanent, rather the Collateral and anything attaching it to a structure may be removed, and in fact must be removed under certain conditions including without limitation those related to the maintenance of the Collateral; and (b) the Collateral will be considered, deemed, judged and otherwise treated as removable personal property, fully subject to Lender's security interest pursuant to the Security Interest section and any other applicable provision of the Loan Documents or applicable law related to such security interest, including, without limitation, Lender's right

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to remove, disable or seek removal of the Collateral from the Home upon Borrower's breach of or default under this Agreement, as permitted by applicable law. For the avoidance of doubt, the terms of this "Non-Fixture Collateral" section will prevail notwithstanding anything to the contrary herein or in any of the other Loan Documents, and excluding application of any provision of applicable law that would lead to a contrary result, to the fullest extent any such provision may be waived or disclaimed, and further disregarding any physical feature of the Home or the Collateral that would lead to a contrary result (including, without limitation, that any portion of the Collateral has been attached to the Home by nails, bolts or screws).

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

**Inspection, Access and Monitoring**. Borrower agrees that Lender (or Lender's agent) may inspect the Collateral after giving reasonable notice to Borrower and Borrower agrees to allow access to the Collateral for such purpose. Two (2) business days will be considered reasonable notice, unless otherwise required by law. Lender, at Lender's sole cost and expense, may choose to acquire a service or maintenance contract for the Collateral, in which case, Borrower must allow reasonable access to the Collateral for servicing, maintenance and repairs. Lender's decision (at Lender's sole discretion) to acquire a service or maintenance contract will not affect Borrower's obligation to maintain the Collateral in good operating condition and repair. To the extent applicable, Lender (or Lender's agent) may remotely monitor and access the performance of and other data from the Collateral. Borrower grants Lender the right to access or receive production, performance or other data from the Collateral.

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

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

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

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

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**No Tax Advice**. Borrower agrees that neither Lender nor any other party involved with the Loan, the Collateral or the installation has given Borrower any advice about tax or other benefits (including without limitation Solar Incentives or other incentives, rebates, or credits) Borrower might receive in connection with the Collateral. Borrower should consult with Borrower's own tax and financial advisors about any tax or other benefits, incentives, rebates, or credits Borrower might receive in connection with the Collateral. Borrower acknowledges and agrees that Borrower's obligations under this Agreement are not conditioned or dependent on Borrower's receipt of any tax or other benefit, incentive, rebate, or credit.

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

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

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

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

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following any Borrower default, Lender is entitled to receive all Solar Incentives and other environmental attributes generated by the Collateral.

**Consent to Communication**. Borrower agrees that, to the extent not prohibited by applicable law, Lender may contact Borrower for any lawful reason, including for the collection of amounts owed under this Agreement. No such contact will be deemed unsolicited. Borrower agrees that Lender (and any other owner, agent of Lender or servicer of the Loan) may use any physical or electronic addresses or numbers (including wireless cellular telephone numbers, ported landline numbers, VOIP or other services) that Borrower may provide to Lender from time to time and authorizes Lender to use such means and methods of contact. Borrower agrees Lender may, and authorized Lender to, use and authorized Lender to use any means of communication, including, but not limited to, postal mail, electronic mail, telephone, text messaging, or other technology, to reach Borrower. Borrower agrees that Lender may use automatic dialing and announcing devices which may play recorded messages. Borrower may contact Lender at any time to ask not to be contacted using any one or more methods or technologies. Borrower represents to Lender (and any other owner, agent of Lender or servicer of the Loan) that Borrower is permitted to receive communications at each of the telephone numbers provided to Lender.

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

**Negative Information Reporting**. Lender may report information about your Loan to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report as negative reports.

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

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

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

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

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

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**Notices**. All notices and other communications in connection with this Agreement must be in writing and must be delivered to: 1) Borrower at the address set forth on the first page of this agreement; or 2) to Lender at Fifth Third Bank, National Association, Attn: Dividend, 3661 Valley Centre Drive, Suite 250, San Diego, CA 92130, or 3) in accordance with any subsequent written direction from either party to the other.

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

**Governing Law**. Lender is a national bank located in Ohio. This Agreement is governed by the law of the United States of America which, for purposes of 12 U.S.C. Section 85, incorporates Ohio law. This Agreement is entered into between you and Lender and is accepted by lender in Ohio whether or not you live in Ohio or you execute this agreement in Ohio. Lender extends credit to you from Ohio. The interpretation and enforcement of the provisions of this Agreement related to the security interest in Collateral shall be governed by the law of the state where the Collateral is located, except where preempted by Federal law.

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

## ARBITRATION AND WAIVER OF CLASS ACTION

**Disputes and Arbitration.** This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court. This Arbitration Provision supersedes and replaces any existing arbitration provision between you and Lender. **This Arbitration Provision will apply to your Loan unless you notify Lender in writing that you reject the Arbitration Provision within 60 days of the date of this Agreement. The rejection notice must be sent to Fifth Third Bank, National Association, Attn: Dividend, 3661 Valley Centre Drive, Suite 250, San Diego, CA 92130. Your notice must include your name, the names of any co-borrowers and co-signers, as applicable, and your Loan number and must be signed by at least one of the borrowers. The rejection notice should not include any other correspondence. Calling Lender to reject the Arbitration Provision or providing notice by any other manner or format than as described above will not operate as a rejection of this Arbitration Provision and consequently this Arbitration Provision will become part of this Agreement. Rejection of this Arbitration Provision does not serve as rejection of any other term or condition of your Agreement with us governing your Loan.**

As used in this Arbitration Provision, the word "Claim" or "Claims" means any claim, dispute, or controversy between you and us arising from or relating to this Agreement or your Third Fifth Loan, including, without limitation, the validity, enforceability, or scope of this Arbitration Provision or this Agreement. "Claim" or "Claims" includes claims of every kind and nature, whether pre-existing, present, or future, including, without limitation, initial claims, counterclaims, cross-claims, and third-party claims, and claims based upon contract, tort, fraud and other intentional torts, constitutions, statute, regulation, common law, and equity (including, without limitation, any claim for injunctive or declaratory relief). The word "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute, or controversy that arises from or relates to (a) the Loan subject to the terms of this Agreement (b) any electronic funds transfer from or to any account, (c) advertisements, promotions, or oral or written statements related to this Agreement or your Loan, (d) your application for the Loan, and (e) the collection of amounts owed by you to us. Notwithstanding this Arbitration Provision, if you have a Claim that is within the jurisdiction of the small claims court or your state's equivalent court, you may file your Claim there. If that Claim is transferred, removed or appealed to a different court, then you have the right to choose arbitration.

This Arbitration Provision will not apply to Claims previously asserted, or which are later asserted, in lawsuits filed before the effective date of this Arbitration Provision or any prior arbitration provision between you and us, whichever is earlier. However,

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this Arbitration Provision will apply to all other Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

Any Claim shall be resolved, upon the election of you or us, by binding arbitration pursuant to this Arbitration Provision and the applicable rules of either the American Arbitration Association or J.A.M.S/Endispute in effect at the time the Claim is filed (the "Arbitration Rules"). You may select one of these organizations to serve as the arbitration administrator if you initiate an arbitration against us or if either you or we compel arbitration of a Claim that the other party has brought in court. In addition, if we intend to initiate an arbitration against you, we will notify you in writing and give you twenty (20) days to select one of these organizations to serve as the arbitration administrator; if you fail to select an administrator within that twenty (20)-day period, we will select one. In all cases, the arbitrator(s) should be a lawyer with more than ten (10) years of experience or a retired judge. If for any reason the selected organization is unable or unwilling or ceases to serve as the arbitration administrator, you will have twenty (20) days to select a different administrator from the above list; if you fail to select a different administrator within the twenty (20)-day period, we will select one. In all cases, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties.

**IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE GREATER THAN THE FEES CHARGED BY A COURT.**

There shall be no authority for any Claims to be arbitrated on a class action or private attorney general basis. Furthermore, arbitration can only decide your or our Claim(s) and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable Arbitration Rules. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will pay all fees charged by the arbitration administrator for any Claim(s) asserted by you in the arbitration, after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) If the arbitrator issues an award in your favor, you will not be required to reimburse us for any of the fees you have previously paid to the administrator or for which you are responsible. Each party shall bear the expense of that party's attorneys', experts', and witness fees, regardless of which party prevails in the arbitration, unless applicable law and/or this Agreement gives you the right to recover any of those fees from us. In the event you do not prevail in the arbitration, we will not seek to recover our attorneys', experts' or witness fees from you. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1 et seq. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of any party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds $10,000.00, any party can appeal the award to a three-arbitrator panel administered by the arbitration administrator which shall reconsider de novo (i.e., without regard to the original arbitrator's findings) any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

This Arbitration Provision shall survive closure of your Loan subject to this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between the applicable Arbitration Rules and this Arbitration Provision, this Arbitration Provision shall govern.

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**Class Action Waiver**. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

**Severability**. In the event the Class Action Waiver in this Arbitration Provision is found to be unenforceable for any reason, the remainder of this Arbitration Provision shall also be unenforceable. If any provision in this Arbitration Provision, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their Arbitration Rules or fee schedules, you can contact them as follows**: American Arbitration Association**, 1633 Broadway, 10th Floor, New York, New York 10019, www. adr.org, (800) 778-7879, Commercial or Consumer Rules, **J.A.M.S/Endispute**, 222 South Riverside Plaza, Suite 1850, Chicago, IL 60606, www.jams-endispute.com, (800) 352-5267, Financial Services Arbitration Rules and Procedures.

**YOU, THE BORROWER, MAY CANCEL THIS TRANSACTION WITH NO OBLIGATION AND NO COST AT ANY TIME WITHIN THREE DAYS AFTER THE EFFECTIVE DATE BY PROVIDING NOTICE OF CANCELLATION TO THE LENDER AT Fifth Third Bank, National Association, Attn: Dividend, 3661 Valley Centre Drive, Suite 250, San Diego, CA 92130 OR *VIA EMAIL TO* *homeowners@dividendfinance.com*. YOUR RIGHT TO CANCEL THIS TRANSACTION WILL BE DEEMED TO BE DISCLAIMED, WAIVED AND NO LONGER APPLICABLE SHOULD YOU SIGN A WAIVER OF THIS RIGHT AT ANY TIME.**

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

**Borrower 1:**

DocuSigned by:
4624FB1A7F4F47C...

03/13/24

Signature Date

Fernando Martinez
6146 Ibbetson Ave
Lakewood, CA 90713
(949) 400-0616

**Borrower 2:**

Signature Date

**LENDER:**

**Fifth Third Bank, National Association**

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Exhibit A to Loan and Security Agreement

**FORM CLOSING STATEMENT**

Loan Number: **L24-CA-0526906**

Borrower: **Fernando Martinez**
Property Address: 6146 Ibbetson Ave, Lakewood, CA 90713

You entered into a Loan and Security Agreement ("**Agreement**") on with Fifth Third Bank, National Association ("**Lender**," "**we**," or "**us**"). Under the Agreement, we estimated your Finance Charge, Amount Financed, Total of Payments and Payment Schedule based on anticipated Principal disbursements and Accrual Dates in connection with your Installation. This Closing Statement provides revised disclosures updating the information contained in the original disclosures based on the actual dates and amounts of Principal disbursements, and Accrual Dates based on your actual installation date pursuant to your Agreement. Your Agreement provides that the terms of the Agreement continue to apply except as specifically updated by this Closing Statement and that you agree to pay the Loan in accordance with the revisions herein.

## TRUTH IN LENDING ACT DISCLOSURES - REVISED

| **ANNUAL PERCENTAGE RATE** | **FINANCE CHARGE** | **Amount Financed** | **Total of Payments** |
|---|---|---|---|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| | | | |

**Your Monthly Payment Schedule Will Be:**

| *Number of Payments* | *Amount of Payments* | *When Payments Are Due* |
|---|---|---|
| | | |
| | | |
| | | |

**Security:** You are giving a security interest in (a) the Collateral being purchased and in all accessories, equipment, and replacement parts installed in connection therewith; (b) any proceeds of any insurance policies, warranties, or service contracts covering any part of the Collateral; (c) any proceeds of any sale of the Collateral; (d) any renewable energy or carbon certificates or credits (referred to, among other things, as "**SRECs**") or other economic benefits related to incentives to support renewable energy production that Borrower may receive or be entitled to as a result of the Collateral (the "**Solar Incentives**"); (e) your shares and dividends and, if any, your deposits and interest with us; and (f) your individual and joint account with us.

**Late Charge:** If we do not receive a payment in full within 15 days of its due date, you will pay a late charge equal to the greater of ten (10) percent of the unpaid amount of the payment then due or $30.00.

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

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

**Payment Schedule:** The payment schedule disclosed above assumes Borrower does not purchase and finance added items, and does not make an Incentive Payment. Borrower's then remaining unpaid Principal will be re-amortized on the earlier of a) the date of receipt of a payment or payments, in addition to the scheduled installment payments, equal to or greater than the Incentive Payment, provided such Incentive Payment is received on or before the scheduled due date of the 15th installment payment; or b) the scheduled due date of the 16th installment payment. If the Borrower makes the Incentive Payment on the scheduled due date of the 15th installment payment, the amount of each remaining payment will be approximately equal to that of estimated payments 1 through 15.

**ITEMIZATION OF AMOUNT FINANCED**

**1. Principal Amount of Loan**

1. Amounts Paid to Others on Your Behalf
    a. To Seller/Contractor for Collateral/Installation

**2. Amount Financed**

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