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L23-CA-0428098

DIVIDEND

LOAN
AND SECURITY AGREEMENT

This Loan and Security Agreement (this "**Agreement**"), dated 03/09/2023 (the "**Effective Date**"), is between [redacted] (individually and jointly referred to as "**Borrower**" or "**you**", whether one or more) and Dividend Solar Finance LLC ("**Lender**," "**we**," or "**us**"). Borrower's home and installation address is 31601 Culbertson Ln, Temecula, CA 92591 (the "**Home**"). Lender's address is 1 California Street, Suite 1500, San Francisco, CA 94111. 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 solely 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 ADT Solar ("**Seller**"). Borrower will have a separate agreement with the Seller or third-party contractor ("**Contractor**") to install the Collateral at the Borrower's Home.

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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.
6.49%	**$34,741.21**(e)	$58,633.00	$93,374.21(e)

Your Payment Schedule Will Be:

Number of Payments	*Amount of Payments*	*When Payments Are Due*
15	$373.20 (e)	Monthly, beginning 06/23/2023 (e)
163	$535.24 (e)	Monthly, beginning 09/23/2024 (e)
1	$532.09 (e)	04/23/2038 (e)

(e): Means an estimate.

Payment Schedule: The payment schedule disclosed above assumes Borrower does not make the Incentive Payment (defined in the Agreement below) within the first fifteen (15) monthly installment payments. If Borrower makes the Incentive Payment in full within the first fifteen (15) monthly installment payments, the amount of each remaining monthly payment will be approximately the same as the prior monthly payments.

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

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 $25 or three (3) percent of the unpaid amount of the payment then due, provided that the late charge will not exceed $50.

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.

ITEMIZATION OF AMOUNT FINANCED

1. Principal Amount of Loan	**$**	**58,633.00**
1. Amounts Paid to Others on Your Behalf		
a. To Seller/Contractor for Collateral and Installation	$	58,633.00
2. Amount Financed	**$**	**58,633.00**

Principal Amount of Loan. The total amount of money that is being borrowed from Lender (the "**Principal**") is provided in the Amount Financed box above. The Principal amount is the sum of all the payments Lender is making on Borrower's behalf. By signing this Agreement, Borrower is directing Lender to make those payments to Seller/Contractor based upon the

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Seller/Contractor meeting certain requirements related to the design and installation of the Collateral ("**Milestones**"). The first Milestone is the submission of an installation agreement, work order, or other document, if required by Lender, that provides the details of the design and installation of the Collateral ("**Milestone 1**"). The second Milestone is the installation of the Collateral ("**Milestone 2**"). Lender will disburse a portion of the Principal at Milestone 1 and will disburse the remaining amount at Milestone 2, and the amount disbursed at each Milestone will be based upon arrangement between Seller/Contractor and Lender. Unless otherwise agreed by Lender, in the event all Principal is not disbursed within one hundred and sixty (160) 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 that Milestone requirements have been satisfied.** Lender will not be obligated to make any Principal disbursement if Borrower is in default under this Agreement.

Promise to Pay. In return for the Loan, Borrower promises to pay to Lender the outstanding Principal that has been disbursed pursuant to this Agreement, plus interest at the rates identified below, plus all other amounts that are or may become due under this Agreement. Borrower promises to make payments in accordance with the estimated Payment Schedule disclosed on page 1, which may be modified based on the actual date of installation of the Collateral. We will provide notice to you of any modified Payment Schedule. On the date of your final required payment ("**Maturity Date**"), any unpaid balance or amount owed under this Loan will be payable in full.

Payments and other credits will be applied to accrued and unpaid interest, outstanding fees and charges, and outstanding Principal, in any order Lender chooses, unless otherwise required by law. Each person who signs this Agreement as Borrower is jointly and severally liable for the sums owed under this Agreement. All payments will be made to Lender by Automated Clearing House ("ACH") withdrawal or at Lender's address set forth on the monthly invoice sent to you, unless otherwise directed or agreed to by Lender.

Interest. Interest on the Loan will be calculated on a daily simple interest basis using the actual number of days in the year. Interest will begin to accrue on the outstanding Principal of the Loan, beginning on the date Principal is disbursed ("**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 disclosed as the Annual Percentage Rate on page 1 of this Agreement. The Finance Charge and Total of Payments shown in the Truth In Lending Act Disclosures on page 1 are based on the assumption that you make every payment on the day it is due. Your Finance Charge and Total of Payments will be more if you pay late and less if you pay early. Your final payment amount may be higher or lower to reflect payments made early or late during the term of this Loan.

Payment Schedule. The Payment Schedule on page 1 estimates the first payment date. The actual first payment date will be sixty (60) days after Milestone 2 (or completed installation). Lender will provide an updated Payment Schedule to Borrower upon Milestone 2.

Incentive Payment and Reamortization. Lender shall reamortize Borrower's loan at least once during the term of the Loan. The first reamortization 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 **$17,589.90** ("**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 reamortize 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 reamortization 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.

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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

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   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 cost 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 prepaid in full immediately upon any of the following events (each, a "**Mandatory Prepayment Event**"):
   a. If Borrower enters into a sales contract to sell the Home and the new owner of the Home does not agree in writing to assume the Loan;
   b. If Borrower enters into a sales contract to sell the Home and the new owner of the Home does not, in Lender's sole determination, meet Lender's standards for assuming the Loan;
   c. If all Borrowers have died; or
   d. If Borrower has the Collateral included in the appraised value of the Home and the Collateral will be sold as a part of the Home sale.

Upon a Mandatory Prepayment 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 ten (10) business days from the date Borrower receives 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 $25 or three (3) percent of the unpaid payment amount, provided that the late charge will not exceed $50. 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. In the event of any loss or damage to the Collateral, Borrower 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. 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 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; and (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**"). 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. Borrower agrees that Lender may file financing statements at one or more recording offices, including at the state and/or county recording recorder's office. 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: (a) any nails, bolts, screws or other materials that are or may at any time attach any portion of the Collateral to the Home are not permanent, may be removed, and in fact must be removed under certain conditions related to, without limitation, the maintenance of the Collateral; (b) the Collateral will not be considered, deemed, judged or otherwise treated as a fixture on the Home; and (c) 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**

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section and any other applicable provision of the Loan Documents or applicable law related to such security interest, including, without limitation, Lender's right to remove or seek removal of the Collateral from the Home upon Borrower's breach of or default under this Agreement. 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 and Access. Borrower agrees that Lender (or Lender's agent) may inspect the Collateral after giving reasonable notice to Borrower. 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.

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 Borrower may be a party to. 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.

No Tax Advice. Borrower agrees that Lender has not 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's obligations under this Agreement are not conditioned or dependent on Borrower's receipt of any tax or other benefit, incentive, rebate, or credit.

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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 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;
c. 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;
d. 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;
e. 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;
f. 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 failed to update that information prior to the Effective Date, or provided any false information or representations in this Agreement;
g. Borrower removes the Collateral from the Home without Lender's prior written permission;
h. Borrower fails to comply with any local, state, or federal laws pertaining or relating to the operation of the Collateral or this Agreement; or
i. 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.

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 immediately become 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, at Borrower's expense. Lender may repossess the Collateral without Borrower's consent, if it can be done without breaching the peace. Lender may remotely disable the functioning of the Collateral and/or enter upon the Home and disable 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 after reasonable notice to Borrower. Unless otherwise required by applicable law, Borrower agrees that ten (10) days' 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, following any Borrower default, Lender is entitled to receive all Solar Incentives and other environmental attributes generated by the Collateral.

Attorneys' Fees. Unless otherwise provided below and to the extent permitted by law, Borrower 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.

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

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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 and the other Loan Documents 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, 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.

Notices. All notices and other communications in connection with this Agreement must be in writing and must be delivered to the party's address set forth on the first page of this Agreement, or in accordance with any subsequent written direction from either party to the other.

Telephone Recordings: Borrower understands and agrees that Lender may monitor and/or record any of Borrower's phone conversations with any of Lender's representatives. However, we are not required to monitor and/or record any such conversations.

Contacting You; Phone, Text and Email Messages. To the extent permitted by applicable law, Borrower authorizes Lender and our affiliates, agents, assigns and service providers (collectively, the "**Messaging Parties**") to contact Borrower using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide Borrower with information about this Loan, including information about upcoming payment due dates, missed payments and returned payments. Borrower authorizes the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses Borrower provides to the Messaging Parties in connection with the application and/or this Loan, the Messaging Parties' servicing and/or collection of amounts Borrower owes under this Loan or any other matter. Borrower understands that anyone with access to Borrower's telephone or email account may listen to or read the messages the Messaging Parties leave or send Borrower, and Borrower agrees that the Messaging Parties will have no liability for anyone accessing such messages. Borrower further understands that, when Borrower receives a telephone call, text message or email, Borrower may incur a charge from the company that provides Borrower with telecommunications, wireless and/or Internet services, and Borrower agrees that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. Borrower understands that, at any time, Borrower may withdraw Borrower's consent to receive text messages and calls to Borrower's cell phone or to receive artificial or prerecorded voice message system calls by contacting Lender at the address provided on page 1.

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. 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

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or claim. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions of this Agreement, or invalidate or render unenforceable the provision in any other jurisdiction.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state where the Home is located and the Collateral is installed without regard to principles of choice of law or conflict of law.

CREDIT REPORTING: Borrower authorizes Lender to make inquiries concerning Borrower's credit history and standing in connection with this Loan, including for account monitoring purposes. Lender may report information about Borrower's performance under this Loan to credit bureaus (and other parties). **As required by law, Borrower is hereby notified that a negative credit report reflecting on Borrower's credit record may be submitted to a credit reporting agency if Borrower fails to fulfill the terms of the Loan. Late payments, missed payments or other defaults on this Loan may be reflected in Borrower's credit report.** If Borrower believes that any information about this Loan that Lender has furnished to a consumer reporting agency is inaccurate, or if Borrower believes that Borrower has been the victim of identity theft in connection with any Loan made by Lender, write to Lender at the address provided on page 1, Attn: Reporting Error. In your letter: (1) provide your name, mailing address and phone number; (2) identify the specific information that is being disputed; (3) explain the basis for the dispute; and (4) provide any supporting documentation you have that substantiates the basis of the dispute. If you believe that you have been the victim of identity theft, submit an identity theft affidavit or identity theft report.

Disputes. UNLESS PROHIBITED BY LAW, BORROWER AND LENDER WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING OUT OF THIS AGREEMENT OR THE COLLATERAL. California-Specific Provision: If the jury trial waiver in this "Disputes" section is found to be unenforceable, the parties will resolve all disputes arising out of this Agreement by judicial referee pursuant to California Code of Civil Procedure Section 638 et seq., before a mutually acceptable referee sitting without a jury, or if the parties do not agree on a referee, then one will be appointed by the presiding judge of the California Superior Court for the City and County of San Francisco. Nothing in this section will restrict a party from exercising prejudgment remedies.

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 ITS ADDRESS OF 1 CALIFORNIA ST., SUITE 1500, SAN FRANCISCO, CA 94111 OR VIA EMAIL TO homeowners@dividendsolar.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.

State-Specific Disclosures. If the Home is in –

Arizona: **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 pay off the full unpaid balance due under this agreement at any time, and in so doing you shall be entitled to a full rebate of the unearned finance and insurance charges. 4. You may cancel this agreement any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. 5. It shall not be legal for the seller to enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this agreement.** Buyer acknowledges that the Collateral is subject to a security interest. NOTICE: BY GIVING US A SECURITY INTEREST IN THE COLLATERAL, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM THE PEOPERTY EXEMPT FROM LEGAL PROCESS.

California: Regardless of your marital status, you may apply for credit in your name alone. Lender is licensed as a California Finance Lender, No.: 60DBO 35823.

Colorado: Your obligation for attorneys' fee will be limited to 15% of the amount due and payable on this Loan when we refer this Loan to an attorney for collection, or such additional fees as may be directed by a court.

Connecticut: **THIS INSTRUMENT IS BASED UPON A HOME SOLICITATION SALE, WHICH SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.** Your obligation for attorneys' fee will be limited to 15% of the amount due and payable on this Loan when we refer this Loan to an attorney for collection, or such additional fees as may be directed by a court.

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District of Columbia: **Buyer's Right to Cancel** – If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: Dividend Solar Finance LLC, 1 California Street, Suite 1500, San Francisco, CA 94111. Additionally, your obligation for attorneys' fee will be limited to 15% of the amount due and payable on this Loan when we refer this Loan to an attorney for collection, or such additional fees as may be directed by a court.

Florida: **BUYER'S RIGHT TO CANCEL. This is a home solicitation sale, and if you do not want the loan, you may cancel this Agreement by providing written notice to Lender in person, by telegram, or by mail. This notice must indicate that you do not want the loan and must be delivered or postmarked before midnight of the THIRD business day after you sign this Agreement. If you cancel this Agreement, Lender may not keep all or part of any cash down payment.**

Documentary Stamp Tax. Florida documentary stamp tax required by law in the amount of $ has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 78-8016616667-0.

Hawaii: **YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

Illinois: DISCLOSURE OF 36% RATE CAP. A lender shall not contract for or receive charges exceeding a 36% annual percentage rate on the unpaid balance of the amount financed for a loan, as calculated under the Illinois Predatory Loan Prevention Act (PLPA APR). Any loan with a PLPA APR over 36% is null and void, such that no person or entity shall have any right to collect, attempt to collect, receive, or retain any principal, fee, interest, or charges related to the loan. The annual percentage rate disclosed in any loan contract may be lower than the PLPA APR.

Signature of Borrower 1 _____ Signature of Borrower 2 _____

Iowa: **NOTICE TO CONSUMER: (1) Do not sign this Agreement before you read it; (2) you are entitled to a copy of this Agreement; and (3) you may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with the law.** You will not be required to pay attorney's fees in connection with this Loan.

Kansas: **NOTICE TO CONSUMER: (1) Do not sign this Agreement before you read it. (2) You are entitled to a copy of this Agreement; and (3) you may prepay the unpaid balance at any time without penalty**. You may be obligated to pay reasonable costs of collection, including, but not limited to, court costs, attorney fees and collection agency fees, except that the costs of collection: (1) may not include costs that were incurred by a salaried employee of the creditor or its assignee; (2) may not include the recovery of both attorney fees and collection agency fees; and (3) must not be in excess of 15% of the unpaid debt after default. **DEFAULT:** The events of default identified in subsection b-i of the Default section of this agreement constitute the prospect of payment, performance, or realization of collateral being significantly impaired. Lender bears the burden of establishing significant impairment. **GOVERNING LAW:** This Agreement is subject to and governed by the provisions of the Kansas Uniform Consumer Credit Code, Kan. Stat. Ann. §§ 16a-1-101 *et seq.* **YOU THE BUYER: MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

Kentucky: **Buyer's Right to Cancel** - If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to us. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you sign this agreement. The notice must be mailed to: Dividend Solar Finance, LLC, 1 California Street, Suite 1500, San Francisco, CA 94111.

Louisiana: Your obligation for attorneys' fee will be limited to 25% of the amount due and payable on this Loan when we refer this Loan to an attorney for collection.

Maryland: Notwithstanding any other provision in this Agreement, this Loan is subject to the Credit Grantor Closed End Credit Provisions (Subtitle 10) of Title 12 of the Commercial Law Article of the Maryland Code. Borrower agrees that Lender may repossess the Collateral with or without resort to legal or judicial process.

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New Hampshire: Reasonable attorney's fees shall be awarded to you if you prevail in (a) any action, suit or proceeding brought by you; or (b) an action brought by you; and if you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by you, the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable. You or your attorney may file a complaint with the New Hampshire Bank Commissioner.

New Jersey: No provision of this Agreement is void, unenforceable or inapplicable by virtue of language to the effect that such provision only applies to the extent permitted (or not prohibited) by applicable law.

New Mexico:

FREEDOM TO CHOOSE INSURANCE COMPANY AND INSURANCE PROFESSIONAL

The undersigned person hereby acknowledges that I have been informed by ADT Solar on behalf of Dividend Solar Finance LLC that, although I may be required by the seller or lender to purchase insurance to cover the property that is being used as security for the loan, I may purchase that insurance from the insurance company or agent of my choice, and cannot be required by the seller or lender, as a condition of the sale or loan, to purchase or renew any policy of insurance covering the property through any particular insurance company, agent, solicitor, or broker. I hereby acknowledge receipt of a true copy of this notice on 03/09/23

Signature of Borrower 1 _____ Signature of Borrower 2 _____

New York: **BUYER'S RIGHT TO CANCEL. This is a home solicitation sale, and if you do not want the loan, you may cancel this Agreement by providing written notice to Lender in person, by telegram, or by mail. This notice must indicate that you do not want the loan and must be delivered or postmarked before midnight of the THIRD business day after you sign this Agreement. If you cancel this Agreement, Lender may not keep all or part of any cash down payment.**

Ohio: **BUYER'S RIGHT TO CANCEL. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right.** Statutory Authority – this Agreement is made solely in reliance on the provisions of sections 1321.51 to 1321.60 of the Ohio Revised Code.

Oklahoma: Your obligation for attorneys' fee will be limited to 15% of the amount due and payable on this Loan when we refer this Loan to an attorney for collection.

Rhode Island: This Agreement is a **NONNEGOTIABLE CONSUMER NOTE**.

South Carolina: **BUYER'S RIGHT TO CANCEL**. **If you decide you do not want the goods or services, you may cancel this Agreement by mailing a notice to us. The notice must say that you do not want the goods or services and must be mailed before midnight of the THIRD business day after you sign this Agreement. The notice must be mailed to: Dividend Solar Finance LLC, 1 California Street, Suite 1500, San Francisco, CA 94111.** Your obligation for attorneys' fee will be limited to 15% of the amount due and payable on this Loan when we refer this Loan to an attorney for collection.

Utah: **Buyer's Right to Cancel** – If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: Dividend Solar Finance LLC, 1 California Street, Suite 1500, San Francisco, CA 94111.

Wisconsin: Borrower may cancel this transaction before midnight of the third business day after Borrower signs this Agreement. See the instructions in the "Customer's Right To Cancel" notice attached to this Agreement. **NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON EACH PAGE, EVEN IF OTHERWISE ADVISED; (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES; (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN; (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID**

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BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

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DS SM L23-CA-0428098

My initials here confirm my voluntary participation in Dividend Solar's automatic payment plan and agreement to make payments via ACH direct debit.

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: DocuSigned by: Steven Mckinnon 12006A487C924FA...

03/09/23

Signature Date

Borrower 2:

Signature Date

Steven Mckinnon

31601 Culbertson Ln
Temecula, CA 92591
[redacted]8-5259

LENDER:

V. G.

DIVIDEND SOLAR FINANCE LLC

1 California St., Suite 1500
San Francisco, CA 94111
(415) 805-7100

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