

**SOLAR ENERGY SYSTEM LONG-TERM
LOAN AGREEMENT AND PROMISSORY NOTE
NONNEGOTIABLE CONSUMER NOTE**

Loan Number: 958d0a5c-66b9-4e2e-9330-1a6d9a41e61d

Date: 1/18/2018

David Curci 56226 Nez Perce Trl, Yucca Valley, CA 92284
Borrower: Name and Residence Address

56226 Nez Perce Trl, Yucca Valley, CA 92284
Co-Borrower: Name and Residence Address

DEFINITIONS: As used in this Long-Term Loan Agreement and Promissory Note ("Note"), "you" and "your" mean Borrower and any Co-Borrower, and "we," "us" and "our" mean Technology Credit Union ("Lender"), and any subsequent holder of this Note. "Contractor" means Tesla Energy. "Loan" means the loan evidenced by this Note (this "Note"). You are purchasing a solar energy system, which may or may not include electricity storage equipment (the "System").

TRUTH IN LENDING ACT ("TILA") DISCLOSURES

ANNUAL PERCENTAGE RATE ("APR")	FINANCE CHARGE (e)	Amount Financed (e)	Total of Payments (e)
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 scheduled payments
4.99%	\$8,425.59	\$13,926.00	\$22,351.59

Payment Schedule (e): Monthly payments are due commencing approximately two months after installation of the System, as follows: 17 payments of \$66.70, followed by 221 payments of \$95.57 and a single payment of \$96.72.*

Late Fee: If any part of a payment is more than ten days late, we will charge you a late fee equal to 5% of the scheduled payment or \$25, whichever is greater.

Security Interest: You are giving us a security interest in the solar panels and inverters, electricity storage equipment (if any) and other readily detachable equipment included in the System (the "Equipment") and in your contractual and other rights, if any, regarding renewable energy credits and similar benefits.

Prepayment: If you pay this loan early, you will not have to pay a penalty.

Contract Reference: See the remainder of this Note for any additional information about nonpayment, default, our right to accelerate maturity of this Note and prepayment rebates and penalties.

(e) means an estimate

* Assumes no voluntary prepayments. If you make all payments on time and in full and also prepay \$4,177.80 (30% of the Amount Financed) on the scheduled date of your 17th payment, your subsequent scheduled monthly payments will be reduced to the approximate level of your prior monthly payments.

ITEMIZATION OF AMOUNT FINANCED

Amount Financed/Gross Amount Due to Contractor \$13,926.00

CT RESIDENTS: 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.

FL RESIDENTS: 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. _____.

IA RESIDENTS: THIS IS A CONSUMER CREDIT TRANSACTION.

IA RESIDENTS: NOTICE TO CONSUMER: 1. Do not sign this Note before you read it. 2. You are entitled to a copy of this Note. 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 law.

<p>BY SIGNING BELOW, YOU AGREE TO THE TERMS OF THIS NOTE, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS BELOW AND THE ATTACHED ARBITRATION PROVISION. BY CONSIDERING YOUR APPLICATION FOR THE LOAN, WE AGREE TO THE TERMS OF THIS NOTE. YOU SPECIFICALLY AND SEPARATELY AGREE THAT WE MAY DIRECTLY OR REMOTELY DISABLE THE FUNCTIONING OF THE SYSTEM IF THERE IS A DEFAULT, AS DESCRIBED IN THE "ACCELERATION; DEFAULT REMEDIES" SECTION OF THE ADDITIONAL TERMS AND CONDITIONS. YOU ACKNOWLEDGE THAT, BEFORE SIGNING THIS NOTE, YOU RECEIVED A LEGIBLE, SIGNED, DATED AND COMPLETELY FILLED-IN COPY OF THIS NOTE (INCLUDING THE ATTACHMENTS).</p>	<p>RI RESIDENTS: Notice to Buyer: (1) Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. (2) You are entitled to a copy of this agreement at the time you sign it. (3) You may at any time pay off the full, unpaid balance due under this agreement and in so doing you may be entitled to receive a partial rebate of the finance and insurance charges. (4) The seller has no right to unlawfully enter your premises or commit any breach of the peace to repossess goods purchased under this agreement. (5) You may cancel this agreement if it has not been signed at the main office or a branch office of the seller, provided you notify the seller at his or her main office or branch office shown in the agreement by registered or certified mail, that shall be posted not later than midnight of the third calendar day after the day on which the buyer signs the agreement, excluding Sunday and any holiday on which regular mail deliveries are not made. See the attached notice of cancellation form for an explanation of buyer's rights.</p>	<p>NOTICE TO WI RESIDENTS: (A) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, 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 BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.</p>
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Borrower: DocuSigned by: DAVID CURCI Co-Borrower: _____ Date: 1/18/2018
12288818E1E044
David Curci

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.

THE ARBITRATION PROVISION ATTACHED AS EXHIBIT A WILL HAVE A SUBSTANTIAL IMPACT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US OR BETWEEN YOU AND CONTRACTOR. FOR EXAMPLE, WE (OR CONTRACTOR) MAY REQUIRE YOU TO ARBITRATE ANY CLAIM YOU INITIATE. IF SO, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.

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.

ADDITIONAL TERMS AND CONDITIONS

(If this is an Updated Note (see below), these Additional Terms and Conditions are identical to the Additional Terms and Conditions in your original Note. See the paragraph below titled "POSSIBLE REPLACEMENT OR MODIFICATION OF THIS NOTE DUE TO SITE AUDIT")

ADVANCES TO FINANCE SYSTEM INSTALLATION; CONDITIONAL APPROVAL: You have entered into an agreement with Contractor (the "Contractor Agreement") for Contractor to sell you and install the System at your address as set forth on page 1 of this Note (the "Residence"), subject to your receipt of all necessary financing. We have granted you conditional approval for a portion of the necessary financing under this Note. Our final approval, and our funding of the Loan, are subject to our review and approval of the original document package assembled by Contractor, including the Contractor Agreement, your application for credit (the "Application"), final loan approval by the lender, this Note and, if the Residence is owned by a trust, the Consent and Acknowledgment of Trustee dated as of the date hereof (the "Trustee Consent"). Our final review and funding are also subject to Contractor's receipt from you and third parties of any and all other amounts to which it is entitled under the Contractor Agreement. "Installation" is complete on the date the System is attached to the Residence. The System does not need to be connected to a power grid or operating to be considered installed for purposes of this Note.

INTEREST; PROMISE TO PAY: When the System is installed (attached to the Residence), you agree to pay the Amount Financed together with interest on the unpaid balance of the Amount Financed from time to time commencing on the date of the initial payment made by us to Contractor under this Note, which is typically the date of installation of the System (the "Initial Disbursal Date"), and ending on the date of payment in full. Interest is charged at a Daily Rate of 0.013671233% (which corresponds to an annual rate of 4.99%). The Amount Financed and your monthly payment amount are shown on the Payment Schedule included in the TILA Disclosures unless they are reduced based on the Site Audit (defined below). See the section of this Note captioned "POSSIBLE REPLACEMENT OR MODIFICATION OF THIS NOTE DUE TO SITE AUDIT." Payments will be due on the same day of each month, commencing approximately two months after the installation date for the System. However, if the first payment is due on the last day of a month, all payments will be due on the last day of each month. Also, payments otherwise due on a non-business day will be due on the next business day. On the date of your final required payment (the "Maturity Date"), any unpaid balance under this Note will be payable in full. The final required payment will likely vary somewhat from prior required payments (and the estimated amount in the TILA Disclosures) due to, among other things, any payments not made on the scheduled payment date, the differing lengths of months, and monthly anniversaries of the initial payment date that fall on days that are not business days.

PREPAYMENTS; POSSIBLE CHANGE IN PAYMENT SCHEDULE: You may prepay the unpaid Amount Financed in whole or in part at any time. On the date of your 17th scheduled payment, we will change your subsequent payment schedule, if necessary, so that your remaining outstanding balance would be repaid in full over the remaining life of the Loan through substantially equal monthly payments, commencing on the scheduled date of your 18th payment. If you make all payments on time and in full and also prepay \$4,177.80 (30% of the Amount Financed) on the scheduled date of your 17th payment, your subsequent scheduled monthly payments will be reduced to the approximate level of your prior monthly payments. Except as set forth above and unless we otherwise agree, a partial prepayment will not reduce subsequent monthly payments until the Loan is paid in full.

POSSIBLE REPLACEMENT OR MODIFICATION OF THIS NOTE DUE TO SITE AUDIT: This Note may be executed prior to the time that Contractor has completed a full site audit of the Residence ("Site Audit"). The Site Audit may reveal that changes to the proposed System are necessary or desirable. These changes may increase or decrease the cost of the System. If the System cost is increased, you may elect to pay the cost difference to Contractor in cash or through some other financing and keep this Note in force. If you do not pay the cost difference, you agree to enter into a new loan agreement and promissory note to reflect the increased loan amount, subject to credit approval. If the System cost is reduced, you agree to enter into a new loan agreement and promissory note to reflect the decreased loan amount. If you and we enter into a new loan agreement and promissory note (New Note), the New Note (and not this Note) will govern.

GRANT OF SECURITY INTEREST; MAINTENANCE OF PROPERTY AND SYSTEM; ACCESS: You represent that you are the sole owner(s) of the Residence (or a trust owns the Residence and you are trustee of the trust). You hereby grant us a first priority purchase-money security interest in, and assign to us as collateral under this Note (the "Collateral"): (i) the Equipment, including any modifications, attachments, improvements, revisions and/or additions thereto (the "Tangible Collateral"); (ii) all agreements previously or subsequently entered into by you and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, whether currently identified or identified any time in the future, attributable to the generation from the Equipment, and its avoided emission of pollutants provided to you, regarding renewable energy credits, tradable generation rights, pollution/emission credits or other associated benefits; the sale of credits, credit certificates or similar items for greenhouse gas reduction, the generation of green power or renewable energy; or similar matters (collectively, "Environmental Incentives"); and (iii) all proceeds and revenues resulting from the foregoing. You will sign and deliver to us (and cause any trust to sign and deliver to us) any document that is or may be required to perfect our security interest in the Collateral. Except for Delaware, Illinois and Pennsylvania residents and except where prohibited by

applicable law, you irrevocably appoint us as your attorney-in-fact to sign, file and/or record any such document on your behalf.

You and we agree that the Tangible Collateral is not difficult to remove from the Residence and that it is not intended to be a fixture or to become a permanent part of the Residence. You agree that you will not make the Tangible Collateral (or allow any trust to make the Tangible Collateral) a permanent part of the Residence unless and until you first pay all amounts outstanding under this Note. Accordingly, you agree that our security interest is a security interest in personal property and not a security interest in real property. However, you understand that we will make a fixture filing covering the Equipment out of an abundance of caution and further understand and agree that, if we elect, we may enforce rights in the Tangible Collateral under the Uniform Commercial Code and not under state real estate or mortgage law.

You agree to maintain the System in good operating condition and will not remove the System from the Residence without our prior written approval. In order to protect our interest in the Tangible Collateral, you agree that we shall have the right, but not the obligation, to monitor performance of the System, both directly and remotely, and to undertake servicing and maintenance of the System, directly or through third parties, including Contractor. You will allow us to remotely monitor System performance and we will have the right to use any monitoring information we obtain and to disclose such information to affiliated or unaffiliated third parties for any purpose, provided that we will not disclose any personally identifiable monitoring information to any unaffiliated third party for any purpose other than to facilitate maintenance or repair of the System or to enforce our rights under this Note. Upon any event of default and after we give you any notice and right to cure required by applicable law, and/or to the extent necessary to perform any maintenance we elect to perform, you grant us (and will cause any trust to grant us) and our agents, employees and contractors a non-exclusive right to access the Residence, as necessary or convenient to enforce our rights under this Note, including to access, disable and/or remove the System or make any necessary modifications to the System. We will provide you with reasonable notice of our need to access the Residence prior to doing so, which notice may be by an email or recorded telephone message. You will ensure that our access rights are preserved and will not interfere with or allow any third party to interfere with such rights or access. So long as any amounts remain unpaid under this Note, you agree to: (1) ensure that any modifications, attachments, improvements, revisions and/or additions to the System are made solely by qualified and properly licensed contractors; (2) execute and deliver any interconnection agreement required by your local electrical distribution system; (3) promptly notify us upon discovery of damage, malfunction or theft of the System; and (4) use the System primarily for personal, family or household purposes.

MONITORING AND MAINTENANCE: You understand that you are solely responsible for proper maintenance and operation of the System. However, in our absolute discretion, we may elect voluntarily to provide you, directly or through contractors of our choice, including Contractor, System monitoring and maintenance services, a help line to address System performance issues and/or referrals to qualified maintenance and repair companies or personnel. Notwithstanding any language in this Note, any other document provided to you or any statement made to you, excepting only any separate warranty we give you, we have no obligation to provide (or continue to provide) such services to you.

FEES: If any part of a payment is more than ten days late, we will charge you a late fee equal to 5% of the scheduled payment or \$25, whichever is greater. If any check you give us is returned unpaid for insufficient funds, you will be charged a returned check fee of \$20.

COMPLETION CERTIFICATE: Upon our request, once the System is installed you agree to sign and deliver to us a Completion Certificate certifying to such installation.

EVENTS OF DEFAULT: Subject to applicable law, you will be in default under this Note upon the occurrence of any of the following events: (1) you fail to make any payment under this Note in full within ten (10) days after the payment due date; (2) you fail to perform or violate any material obligation in this Note; (3) any representation or warranty made by you in this Note or any statement made by you in the Application proves to have been false or misleading in any material respect when made; (4) you fail to advise us of any material adverse development in your creditworthiness from the time of the Application to the date of this Note; (5) you violate any law or utility system requirement in connection with the System, including operation of the System prior to receipt of permission from your utilities provider to operate the System and connect it to the utility's electrical grid; (6) you take any action or fail to take any action resulting in a termination of any manufacturer or Contractor warranties in connection with the System; (7) you attempt to assign or transfer this Note, or you sell or vacate the Residence, (8) any party, including a lender that has made or subsequently makes any loan secured by the Residence, asserts that it has rights in the Collateral that are superior to our rights in the Collateral; (9) your estate fails to acknowledge its obligations under this Note upon our request after your death, in a written document acceptable to us in our reasonable discretion; (10) you make an assignment or any general arrangement for the benefit of creditors; have a liquidator, administrator, receiver, trustee, conservator or similar official appointed for you or your property, file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such a petition filed against you and such petition is not withdrawn or dismissed for twenty (20) business days after such filing; (11) you otherwise become bankrupt or insolvent (however evidenced) or are unable to pay your debts as they fall due; or (12) there occurs any default under the Trustee Consent, if any. Despite the foregoing, if the Residence is in Massachusetts, you will only be in default if you fail to make any payment

under this Note in full within ten (10) days after the payment due date or we reasonably believe the value of the Collateral has been impaired. If required by applicable law, we will only consider you in default for other than non-payment if the prospect of your payment, performance or our realization of the Collateral is significantly impaired.

ACCELERATION; DEFAULT REMEDIES: Subject to applicable law (including any notice, cure and/or redemption rights provided by applicable law), upon any default, we may: (1) declare immediately due and payable the entire unpaid balance of the Amount Financed, plus accrued and unpaid interest and any other amounts lawfully due hereunder (or choose not to “accelerate” this Note in such manner); (2) remotely disable the functioning of the System, whether or not we then attempt to remove the Equipment; (3) enter upon the Residence and disable and/or remove the Equipment (or leave the System in place); (4) sell or otherwise dispose of any Collateral, including the Tangible Collateral and/or any Environmental Incentives (or defer disposing of the Collateral); (5) assume your rights under any Environmental Incentives and give notice to the other parties thereto that payments thereunder shall be made to us and not to you; (6) initiate a collection action against you; (7) recover our costs of repossession, storage and collection; and (8) exercise any other rights provided by this Note or applicable law. If the Residence is in Connecticut, before remotely disabling the functioning of the System, we will give you at least 15 days’ advance written notice of our intent to do so. The notice will describe the default we believe entitles us to remotely disable the functioning of the System and will include the name, title, address and telephone number of a person with whom you may communicate about our security interest. Except as prohibited by applicable law, interest will continue to accrue after maturity or acceleration of this Note (and after any judgment) at the Daily Rate. Any waiver of our rights must be in writing, and any waiver of any default will not constitute a waiver of any subsequent or continuing default.

ATTORNEYS’ FEES: Subject to applicable law and any limits specified in the Notices section of this Note, in the event we obtain a judgment against you after an event of default involving a payment delinquency of at least ten days, you agree to pay our reasonable attorney’s fees that are paid to an attorney who is not our employee and that are incurred in the collection of this Note.

ASSIGNMENT; TRANSFER; HOME SALE: If you sell (or any Entity Owner sells) the Residence, you must pay off the Loan. We may transfer or assign this Note and/or any of our rights or obligations, and such transfer or assignment shall not result in any changes to your rights and obligations under this Note.

ENTIRE AGREEMENT: This Note constitutes the entire agreement of the parties relating to the Loan. This Note replaces any earlier contract of a similar nature. No oral modification is valid.

NOTICE AND CURE: Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Note, the System, the Collateral or the work performed by Contractor (as more fully defined in the Arbitration Provision, a “Claim”), the party asserting the Claim (the “Complaining Party”) shall give the other party (the “Defending Party”) written notice of the Claim (a “Claim Notice”) and a reasonable opportunity, not less than 30 days, to resolve the Claim. If we are the Complaining Party, we will send the Claim Notice to you at your address appearing in our records or, if you are known to be represented by an attorney, to your attorney at his or her office address. A Claim Notice to you may be in the form of a collection letter. Any Claim Notice to us shall be sent by certified mail, return receipt requested, to **Technology Credit Union at P.O. Box 1409 San Jose, CA 95109 (800-553-0880)** (such address, or any subsequent address we give you notice of, the “Notice Address”), Attn: Claim Notice. We will credit or reimburse you for the documented cost of the certified mail. Any Claim Notice you send must provide your name, mailing address and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Complaining Party must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

CREDIT REPORTING: You authorize us to make inquiries concerning your credit history and standing. We may report information about your performance under this Note to credit bureaus (and other parties). **As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit. Late payments, missed payments or other defaults on this Note may be reflected in your credit report.** If you believe that any information about this Note that we have furnished to a consumer reporting agency is inaccurate, or if you believe that you have been the victim of identity theft in connection with any Note made by us, write to us at the Notice Address, 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.

TRUTHFULNESS OF APPLICATION: You represent that every statement made in the Application is true, complete and correct and that you are at least 18 years of age.

TELEPHONE RECORDINGS: You understand and agree that we may monitor and/or record any of your phone conversations with any of our representatives. However, we are not required to monitor and/or record any such conversations.

CONTACTING YOU; PHONE AND TEXT MESSAGES. To the extent permitted by applicable law, you authorize us and our affiliates, agents, assigns and service providers (collectively, the “Messaging Parties”) to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email

systems in order to provide you with information about this Note, including information about upcoming payment due dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses you supply to the Messaging Parties in connection with the Application, the Messaging Parties' servicing and/or collection of amounts you owe under this Note or any other matter. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. You understand that, at any time, you may withdraw your consent to receive text messages and calls to your cell phone or to receive artificial or prerecorded voice message system calls by calling the Messaging Parties at 855-326-9784. To stop text messages, you can also simply reply "STOP" to any text message the Messaging Parties send you. To stop emails, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails.

WAIVER OF RIGHT TO TRIAL BY JURY: YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS CONTRACT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY ARBITRATION PROVISION TO WHICH YOU AND WE ARE SUBJECT, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

PAYMENT OF DISPUTED BALANCE: If you wish to make payment in satisfaction of a disputed balance, you must send it to us at the Notice Address, Attn: Disputed Balance, together with a letter of explanation. We may deposit any such payment without such deposit constituting a satisfaction of the disputed balance.

BANKRUPTCY: You represent that you are not contemplating bankruptcy and that you have not consulted with an attorney regarding bankruptcy in the past six months. Any communication with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your Loan number, and must be sent to us at the Notice Address, Attn: Bankruptcy Notice.

GOVERNING LAW: This agreement is governed by federal law, and in the absence of applicable federal law, the law of the state of California. In the event of default and collection or repossession, and if the System is located outside of California, any action to collect what you owe will be governed by the law of the state of your residence.

NOTICES: If the Residence 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.

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

Connecticut: Your obligation for attorneys' fees will be limited to 15% of the amount due and payable on this Note when we refer this Note to an attorney for collection (or 15% of the amount of any judgment we obtain if the cash price of the Equipment exceeds \$50,000).

District of Columbia: (1) Your obligation for attorneys' fees will not exceed 10% of the amount found due in a foreclosure proceeding if the amount financed is \$25,000 or less and the interest rate is greater than 6% per annum, or 15% of the unpaid balance for all other loans. (2) 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: **Technology Credit Union** at P.O. Box 1409 San Jose, CA 95109 (800-553-0880). If you cancel, the seller may not keep any of your cash down payment.

Illinois: If we pledge this Note as security for an obligation we incur, the following applies: This instrument is non-negotiable in form but may be pledged as collateral security. If so pledged, any payment made to the payee, either of principal or of interest, upon the debt evidenced by this obligation, shall be considered and construed as a payment on this instrument, the same as though it were still in the possession and under the control of the payee named herein; and the pledgee holding this instrument as collateral security hereby makes said payee its agent to accept and receive payments hereon, either of principal or of interest.

Iowa: You will not be required to pay attorneys' fees.

Louisiana: Your obligation for attorneys' fees will be limited to 25% of the amount due and payable on this Note after default and referral to an attorney for collection.

Maryland: (1) We elect that the applicable state law is Subtitle 10 (Credit Grantor Closed End Credit provisions) of Title 12 of the Maryland Commercial Law Article. (2) We may repossess the Equipment with or without resort to legal process.

Massachusetts: Massachusetts law prohibits discrimination based upon sex, gender identity, marital status, age, or sexual orientation.

Missouri: **Oral agreements or commitments to loan money, extend credit or forbear from enforcing repayment or debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

New Hampshire: If you prevail in any action, suit or proceeding we bring or in an action you bring, reasonable attorneys' fees shall be awarded to you, and if you successfully assert a partial defense, setoff, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys' fees as the court deems appropriate.

New Jersey: (1) You agree to pay our reasonable attorney's fees, up to 20% of outstanding principal and interest, paid in the collection of this Note to an attorney who is not our employee. (2) No provision of this Note 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.

North Carolina: You agree to pay our reasonable attorney's fees up to 15% of the outstanding balance owing on the Note.

Ohio: (1) You will not be required to pay attorneys' fees. (2) 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 the law.

South Carolina: Your obligation for attorneys' fees will not exceed 15% of the outstanding principal and interest under this Note.

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

Wisconsin: You will not be required to pay attorney's fees. If you are a married Wisconsin resident: (1) your signature confirms that the obligation evidenced by this Note is being incurred in the interest of your marriage or family. (2) No provision of any marital property agreement, unilateral statement under § 766.59 of the Wisconsin Statutes, or court decree under § 766.70 adversely affects our interest unless prior to the time that this Note is approved, we are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision.

MARRIED WISCONSIN RESIDENTS MUST FURNISH THEIR NAME AND THEIR SPOUSE'S NAME AND ADDRESS TO Technology Credit Union at P.O. Box 1409 San Jose, CA 95109 (800-553-0880).

MISCELLANEOUS: Any provision of this Note that is found to be invalid under applicable law shall be invalid only with respect to the offending provision and only to the extent of the invalidity. However, notwithstanding any provision of this Note to the contrary, if any law applicable to this Note is finally interpreted so that the interest or other fees and charges collected or to be collected in connection with this Note exceed the legally permitted limit, then any such interest, fee or charge shall be reduced by the amount necessary to comply with the maximum permitted limit and any amounts above such limit already collected will be credited or refunded to you. If more than one person signs this Note as Borrower or Co-Borrower, your rights and obligations shall be joint and several, and each of you shall be personally liable for all amounts due under this Note. Singular words shall be construed in the plural, and plural in the singular, as their context may require, or as required to give effect to the terms of this Note. This Note may be executed electronically or manually. If executed manually, this Note may be executed in counterparts, which will together constitute a single agreement. Any copy of this Note (including a copy printed from an image of this Note that has been stored electronically) may be introduced into evidence in any legal proceeding.

IMPACT OF SECURITY INTEREST ON POTENTIAL HOME MORTGAGE: We believe that our security interest in the Equipment should take priority over any mortgage on the Residence, whether such mortgage is granted before or after the

date of this Note. It is possible that a lender considering making a loan secured by the Residence, including but not limited to a mortgage refinancing a mortgage now in existence, will deem the Equipment to be part of the Residence and will object to our interest in the Equipment taking priority over its interest in the Residence. Upon request, we will confirm to any mortgage lender that our interest in the Equipment is limited to the Equipment and does not extend to any part of the Residence. **However, it is possible that a lender will insist upon repayment of this Note in full before such lender makes a new mortgage loan secured by the Residence.**

COPY VIEW

ARBITRATION PROVISION (EXHIBIT A)

THIS ARBITRATION PROVISION (“PROVISION”) MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM WHICH YOU OR WE MAY HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

(a) *Effect of Provision.* Unless prohibited by applicable law, you and we agree that either party may elect to require arbitration of any Claim under this Provision.

(b) *Certain Definitions.* As used in this Provision, the following terms have the following meanings:

(i) Our “Related Parties” include all our parent companies, subsidiaries and affiliates, as well as the Contractor and Sunlight Financial, LLC (which has provided services to Lender and Contractor in connection with this Note) and their parent companies, subsidiaries and affiliates, and our and their employees, directors, officers, shareholders, governors, managers and members. Our “Related Parties” also include third parties, such as subcontractors, that you bring a Claim against at the same time you bring a Claim against us or any other Related Party. References to you include any trust that owns the Residence.

(ii) “Claim” means any claim, dispute or controversy between you and us (or any Related Party) that arises from or relates in any way to this Note (including any amendment, modification or extension of this Note), the Contractor Agreement, the work performed by the Contractor or a subcontractor; the System, including maintenance and servicing of the System; the arrangements between and among us, Sunlight and the Contractor; any of our marketing, advertising, solicitations and conduct relating to your request for credit or the System; our collection of any amounts you owe; or our disclosure of or failure to protect any information about you. “Claim” is to be given the broadest reasonable meaning and includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs) and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. Despite the foregoing, “Claim” does not include any individual action brought by you in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court. In addition, except as set forth in the immediately following sentence, “Claim” does not include disputes about the validity, enforceability, coverage or scope of this Provision or any part thereof (including, without limitation, subsections (f)(iii), (f)(iv) and/or (f)(v) (the “Class Action and Multi-Party Claim Waiver”), the last sentence of subsection (j) and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Note as a whole is for the arbitrator, not a court, to decide. “Claim” also does not include any “self-help remedy” (that is, any steps taken to enforce rights without a determination by a court or arbitrator) or any individual action by you or us to prevent the other party from using any self-help remedy, so long as such self-help remedy or individual judicial action does not involve a request for monetary relief of any kind.

(iii) “Proceeding” means any judicial or arbitration proceeding regarding any Claim. “Complaining Party” means the party who threatens or asserts a Claim in any Proceeding and “Defending Party” means the party who is a subject of any threatened or actual Claim. “Claim Notice” means written notice of a Claim from a Complaining Party to a Defending Party.

(c) *Arbitration Election; Administrator; Arbitration Rules.*

(i) A Proceeding may be commenced after the Complaining Party complies with subsection (k). The Complaining Party may commence the Proceeding either as a lawsuit or an arbitration by following the appropriate filing procedures for the court or the arbitration administrator selected by the Complaining Party in accordance with this subsection (c). If a lawsuit is filed, the Defending Party may elect to demand arbitration under this Provision of the Claim(s) asserted in the lawsuit. If the Complaining Party initially asserts a Claim in a lawsuit on an individual basis but then seeks to assert the Claim on a class, representative or multi-party basis, the Defending Party may then elect to demand arbitration. A demand to arbitrate a Claim may be given in papers or motions in a lawsuit. If you demand that we arbitrate a Claim initially brought against you in a lawsuit, your demand will constitute your consent to arbitrate the Claim with the administrator of our choice, even if the administrator we choose does not typically handle arbitration proceedings initiated against consumers.

(ii) Any arbitration Proceeding shall be conducted pursuant to this Provision and the applicable rules of the arbitration administrator (the “Administrator”) in effect at the time the arbitration is commenced. The Administrator will be the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. Notwithstanding any language in this Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action and Multi-Party Claim Waiver. The arbitrator will be selected under the Administrator’s rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless the parties agree otherwise. The party initiating an arbitration gets to select the Administrator.

(d) *Non-Waiver.* Even if all parties have elected to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis), and nothing in that litigation shall constitute a waiver of any rights under this Provision. This Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Provision.

(e) *Location And Costs.* The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. We will consider any good faith request you make for us to pay the Administrator’s or arbitrator’s filing, administrative, hearing and/or other fees if you cannot obtain a waiver of such fees from the Administrator and we will not seek or accept reimbursement of any such fees we agree to pay. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Provision to be enforced. We will pay the reasonable fees and costs you incur for your

attorneys, experts and witnesses if you are the prevailing party in an arbitration Proceeding or if we are required to pay such amounts by applicable law or by the Administrator's rules. The arbitrator shall not limit the attorneys' fees and costs to which you are entitled because your Claim is for a small amount. Notwithstanding any language in this Provision to the contrary, if the arbitrator finds that any Claim or defense is frivolous or asserted for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the arbitrator may award attorneys' and other fees related to such Claim or defense to the injured party so long as such power does not impair the enforceability of this Provision.

(f) *No Class Actions Or Similar Proceedings; Special Features Of Arbitration.* **IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (i) HAVE A COURT OR A JURY DECIDE THE CLAIM; (ii) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (iii) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (iv) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (v) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

(g) *Getting Information.* In addition to the parties' rights under the Administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

(h) *Effect Of Arbitration Award.* Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (i) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1, et seq. (the "FAA"); and (ii) Claims involving more than \$50,000 (including Claims that may reasonably require injunctive relief costing more than \$50,000). For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider from scratch any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Costs in connection with any such appeal will be borne in accordance with subsection e of this Provision.

(i) *Governing Law.* Your credit purchase of the System involves interstate commerce and this Provision shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration. The arbitrator is bound by the terms of this Provision. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(j) *Survival, Severability, Primacy.* In the event of any conflict or inconsistency between this Provision and the Administrator's rules or the rest of this Note, this Provision will govern. This Provision shall survive the full payment of any amounts due under this Note; any rescission or cancellation of this Note; any exercise of a self-help remedy; our sale or transfer of this Note or our rights under this Note; any legal proceeding by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Provision cannot be enforced, the rest of this Provision will continue to apply. However, if the Class Action and Multi-Party Claim Waiver is declared invalid in a proceeding between you and us, without in any way impairing the right to appeal such decision, this entire Provision (other than this sentence) shall be null and void in such proceeding.

(k) *Pre-Dispute Resolution Procedure.* Before a Complaining Party asserts a Claim in any Proceeding (including as an individual litigant or as a member or representative of any class or proposed class), the Complaining Party shall give the Defending Party: (i) a Claim Notice providing at least 30 days' written notice of the Claim and explaining in reasonable detail the nature of the Claim and any supporting facts; and (ii) a reasonable good faith opportunity to resolve the Claim on an individual basis without the necessity of a Proceeding. If you are the Complaining Party, you must send any Claim Notice to us at P.O. Box 1409 San Jose, CA 95109 (800-553-0880), Attn: Claim Notice (or such other address as we shall subsequently provide to you). If we are the Complaining Party, we will send the Claim Notice to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. A Claim Notice to you may be in the form of a collection letter. If the Complaining Party and the Defending Party do not reach an agreement to resolve the Claim within 30 days after the Claim Notice is received, the Complaining Party may commence a Proceeding, subject to the terms of this Provision. Neither the Complaining Party nor the Defending Party shall disclose in any Proceeding the amount of any settlement demand made by the Complaining Party or any settlement offer made by the Defending Party until after the arbitrator or court determines the amount, if any, to which the Complaining Party is entitled (before the application of subsection (l) of this Provision). No settlement demand or settlement offer may be used in any Proceeding as evidence or as an admission of any liability or damages.

(l) *Special Payment.* If: (i) you submit a Claim Notice in an arbitration Proceeding on your own behalf (and not on behalf of any other party) and comply with all of the requirements (including timing and confidentiality requirements) of subsection (k); (ii) we refuse to provide you with the money damages you request; and (iii) the arbitrator issues you an award that is greater than the latest money damages you requested at least ten days before the date the arbitrator was selected, then we will pay you the amount of the award or \$7,500, whichever is greater, in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated by this subsection l.

NOTICE TO CO-SIGNER (Traducción en Inglés Se Requiere Por La Ley)

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the other Borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record.

This notice is not the contract that makes you liable for the debt.

AVISO PARA EL FIADOR (Spanish Translation Required By Law)

Se le está pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este préstamo no paga la deuda, usted tendrá que pagarla. Esté seguro de que usted podrá pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad.

Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar de cobrarle al deudor. Los mismos metodos de cobranza que pueden usarse contra el deudor, podran usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna vez no se cumpla con la obligación de pagar esta deuda, se puede incluir esa información en la historia de credito de usted.

Este aviso no es el contrato mismo en que se le echa a usted la responsabilidad de la deuda.

IF YOU ARE A CO-BORROWER WHO DOES NOT RESIDE AT THE RESIDENCE, YOU ACKNOWLEDGE THAT, BEFORE SIGNING THE NOTE, YOU RECEIVED THIS NOTICE TO CO-SIGNER.

SI USTED ES UN CO-PRESTATARIO QUE NO RESIDE EN LA RESIDENCIA, USTED RECONOCE QUE, ANTES DE FIRMAR LA NOTA, USTED RECIBIÓ ESTE AVISO.

Co-Borrower: _____

Date: _____

NOTICE TO COSIGNER

(for each Co-Borrower who does not reside at the Residence identified in the Note described below)

You agree to pay the debt identified below although you may not personally receive any property, services, or money. You may be sued for payment although the person who receives the property, services, or money is able to pay. You should know that the Total of Payments listed below does not include finance charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorney's fees, or other charges that may be stated in the note or contract. You will also have to pay some or all of these costs and charges if the note or contract, the payment of which you are guaranteeing, requires the borrower to pay such costs and charges. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the note, contract, or other writing that obligates you to pay the debt. Read that writing for the exact terms of your obligation.

IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY

David Curci

(Name of Borrower)

Technology Credit Union

(Name of Creditor)

January 8, 2018

(Date)

Solar Energy System Loan

(Kind of Debt)

\$22,351.59

(Total of Payments)

By signing below, you acknowledge that you have received a completed copy of this notice and of each writing that obligates you or the Borrower on this debt.

Co-signer: _____
Signature Date

Co-signer: _____
Signature Date

NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the other Borrower, such as suing you, etc. If this debt is ever in default, that fact may become a part of *your* credit record.

This notice is not the contract that makes you liable for the debt.

IF YOU ARE A CO-BORROWER WHO DOES NOT RESIDE AT THE RESIDENCE, YOU ACKNOWLEDGE THAT, BEFORE SIGNING THE NOTE, YOU RECEIVED THIS NOTICE TO CO-SIGNER.

Co-Borrower: _____

Date: _____

COPY VIEW