

Simple. Solar. Ownership.

With the \$0-down EmpowerLoan™, own your energy and turn your monthly electric bill into an investment – not just another monthly expense.



The Dividend Solar Solution

The EmpowerLoan is an innovative loan solution that allows consumers to purchase and own their solar PV system.

There has never been a better time to go solar.
And now, with the EmpowerLoan™, there has never been a better way.



**SOLAR LOAN
AND SECURITY AGREEMENT**

This Solar Loan and Security Agreement (this “**Agreement**”), dated May 12, 2016 (the “**Effective Date**”), is between **Shawn Macleod** (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 30033 Audelo st, Lake Elsinore, CA 92530 (the “**Home**”). Lender’s address is 3661 Buchanan Street, Third Floor, San Francisco, CA 94123, and Lender is licensed as a California Finance Lender, No.: 60DBO 35823.

Subject to the terms and conditions of this Agreement, Lender has agreed to make a loan to Borrower (the “**Loan**”), the proceeds of which Borrower will use for the purchase and installation at the Home of solar photovoltaic (PV) electricity generation equipment (the “**Collateral**”).

Installer. Borrower is purchasing the Collateral from **Barnes Solar** (“**Installer**”) under the terms of a separate agreement and Installer will install the Collateral at the Borrower’s Home. The Collateral and related installation services are described more fully in the corresponding work order (the “**Work Order**”) between Lender and Installer. This Agreement, the Work Order, the loan application and any other documents delivered in connection with this Agreement are collectively referred to as the “**Loan Documents**”.

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.
6.79%	\$17,573.38	\$28,275.00	\$45,848.38
Your Payment Schedule Will Be:			
<i>Number of Payments</i>	<i>Amount of Payments</i>	<i>When Payments Are Due</i>	
15	\$159.99	Monthly, beginning July 17, 2016	
1	\$8,482.50	On or before September 17, 2017	
224	\$156.10	Monthly, beginning October 17, 2017	
<p>Security: You are giving a security interest in the Collateral being purchased.</p> <p>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.</p> <p>Prepayment: You may prepay all or any portion of the Loan at any time without penalty.</p> <p>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.</p> <p>All numerical disclosures except the late charge disclosure are estimates.</p>			

ITEMIZATION OF AMOUNT FINANCED

1. Principal Amount of Loan	\$ 28,275.00
1. Amounts Paid to Others on Your Behalf	
a. To Installer for Collateral and Installation	\$ 28,275.00
2. Amount Financed	\$ 28,275.00

Principal Amount of Loan. The Principal amount of the Loan is shown above in the Itemization of Amount Financed, and will be paid to the Installer by Lender on Borrower’s behalf in increments, upon the achievement of the following events (“**Milestones**”) related to the installation of the Collateral: execution of Work Order, installation completion and utility interconnection achieved. Lender is not obligated to make a Principal disbursement unless and until the Milestone occurs and Lender has received any documentation necessary or appropriate, as determined by Lender, to evidence such Milestone and, in any event, Lender is not obligated to make a Principal disbursement if Borrower is in default under this Agreement. Principal will be made payable to the Installer, and must be used solely for the design, purchase and installation of the Collateral.

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, even if the Collateral is damaged, destroyed, or missing, and even if one or more Milestones do not occur, or if Lender for any other reason does not make a scheduled Principal disbursement. Borrower promises to make payments in accordance with the “**Payment Schedule**” described on Exhibit A. The Loan must be repaid in full by 240 months (the “**Maturity Date**”) after the first scheduled payment. Any amounts owed under this Agreement that remain unpaid on the Maturity Date will become immediately due and payable on that date.

Borrower promises to make payments on or before the 17th day of each month, or, if the 17th does not fall on a business day in a given month, then on or before the next succeeding business day following the 17th for such month. 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 signature page hereto unless otherwise directed or agreed to by Lender.

Interest. Interest on the Loan will be calculated on a simple interest basis. Interest is calculated daily on the basis of a 360-day year with 12 months, each of which is 30 days (or 30/360) long, regardless if a month has more or less than 30 days. Interest will begin to accrue on the outstanding Principal of the Loan, beginning on the 30th day after the initial disbursement is paid to the Installer (“**Accrual Date**”) until the date upon which all outstanding Principal is repaid in full, whether before or after the Maturity Date. The Interest Rate is 6.79% per year, except as provided in the **Incentive Investment Delinquency** section, below.

Payment Schedule. For the first fifteen (15) months following the Accrual Date, or, at Borrower’s option, until the Incentive Investment (as defined below) has been paid, if the Incentive Investment is paid before the Incentive Investment Date (as defined below), Borrower will be required to make monthly payments consisting of interest that accrues on the Principal of the Loan, and (if applicable) any required fees or charges (such as late charges or returned payment fees). The actual number of the interest-only payments will depend in part on the outstanding Principal of the Loan, the number of days that have elapsed since the most recent interest-only payment was received (as applicable), and will also depend on whether and when any Principal is voluntarily prepaid and the interest rate in effect under this Agreement. Should any Principal be voluntarily prepaid during the interest-only payment period, reducing your interest due, the dollar amount of your monthly payments will not be reduced but those payments will be applied to both Principal and interest. After the fifteen-month period, or, at Borrower’s option, once the Incentive Investment has been paid, if the Incentive Investment is paid before the Incentive Investment Date, Borrower must make principal and interest payments sufficient to pay the Loan in full by the Maturity Date. The estimated scheduled payments are described on Exhibit A.

Incentive Investment. Borrower is required to make a loan payment to Lender in the amount of \$8,483 (the “**Incentive Investment**”) on the fifteen (15) month anniversary of the Accrual Date (“**Incentive Investment Date**”), as set forth in Exhibit A. Such Incentive Investment amount is approximately equal to the expected amount of any federal tax credit Borrower will receive in connection with its ownership and installation of the Collateral. During the interest-only period, the total amount of any portion of any payment(s) applied to reduce outstanding Principal will be applied towards the Incentive Investment. Any partial prepayment of Principal made after the Incentive Investment has been paid in full will reduce the number of remaining payments and/or the amount of the final payment, but Borrower must continue to make all scheduled payments in full until all amounts due under this Agreement have been paid.

Incentive Investment Delinquency. If the Incentive Investment is not paid in full to Lender by the Incentive Investment Date, the Interest Rate will increase to 9.99% per year (“**Rate Increase**”) on the Incentive Investment Date as a result of that delinquency. Upon that occurrence, if Lender, in Lender’s sole discretion, determines that Lender’s security under this Loan is not at risk, Lender may allow Borrower to pay the remaining unpaid Principal, plus interest calculated at the Rate Increase, in substantially equal monthly payments over the remaining scheduled term of the Loan. In that case, the monthly payments will not be applied towards the amount of the delinquent Incentive Investment until all Principal less the delinquent Incentive Investment has been paid, after which Borrower will begin to pay down the delinquent Incentive Investment until it is paid in full by the Maturity Date. In such a case, the Rate Increase will apply through the remaining term of the Loan or until any earlier date when Borrower has both paid all of those monthly payments that have come due until and including that date, plus additional principal equal to the amount of the delinquent Incentive Investment. Upon the occurrence of that earlier date, the rate will change to the Interest Rate in effect prior to the Rate Increase for the remaining term of the Loan.

Prepayment and Transfer.

1. The Loan MAY be prepaid in whole or in part at any time, without premium or penalty. After receiving a written request, Lender will compute and deliver to Borrower a payoff amount for the balance of the Loan.
2. If Borrower enters into a binding contract to sell or otherwise transfer the Home, Borrower MAY:
 - a. Prepay the Loan in whole prior to the transfer of the Home; or
 - b. Have the new owner of the Home assume the Loan, provided that Lender determines that the assuming owner satisfies Lender's standards for assuming the Loan, and such new owner of the Home assumes the Loan in writing.
3. 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; or
 - c. If all Borrowers have died.

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. 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**

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.

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

- a. Lender does not receive any payment required under this Agreement when due, including the Incentive Investment;
- 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 enters into a contract to sell 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. Lender may repossess the Collateral without Borrower's consent, if it can be done without breaching the peace. 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. 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.

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.

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 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.

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.

NOTICE TO CALIFORNIA RESIDENTS: Regardless of your marital status, you may apply for credit in your name alone.

YOU, THE BORROWER, MAY CANCEL THIS TRANSACTION WITH NO OBLIGATION AND NO COST AT ANY TIME WITHIN THREE (3) DAYS AFTER THE EFFECTIVE DATE BY PROVIDING NOTICE OF CANCELLATION TO THE LENDER AT ITS ADDRESS OF 3661 BUCHANAN STREET, THIRD FLOOR, SAN FRANCISCO, CA 94123 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.

DS
SM

My initials here confirm (i) my voluntary participation in Dividend Solar's automatic payment plan and agreement to make payments via ACH direct debit and (ii) my acknowledgement that I will be required to make the Incentive Investment in the amount of \$8,482.50 on the fifteen (15) month anniversary of the Accrual Date.

By signing below, Borrower agrees to the terms of this Agreement, and acknowledges receipt of a completed copy of this Agreement.

Borrower:
DocuSigned by:

Shawn Macleod

May 12, 2016

527E46F08F4F47A...

Signature

Date

Borrower 2:

Signature

Date

Shawn Macleod

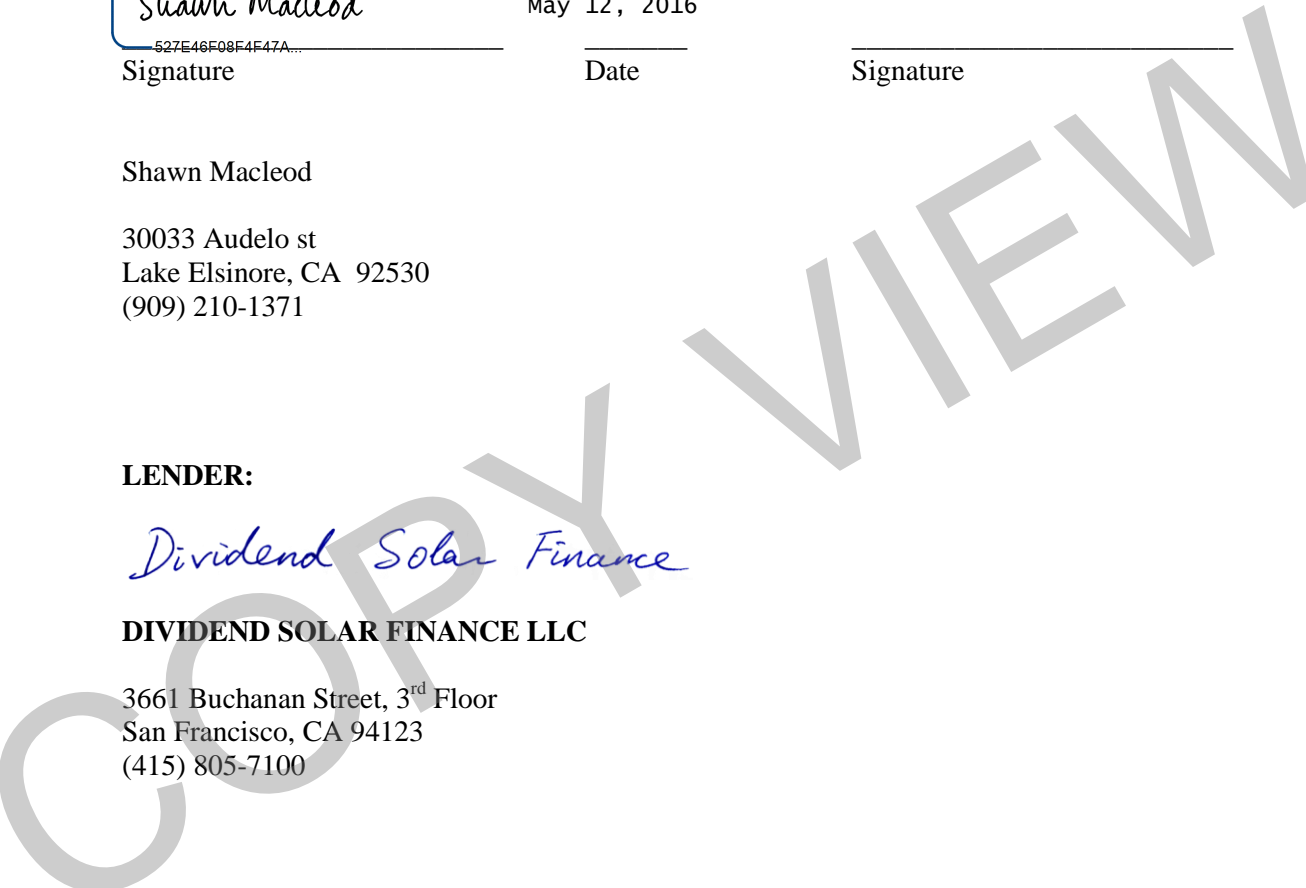
30033 Audelo st
Lake Elsinore, CA 92530
(909) 210-1371

LENDER:

Dividend Solar Finance

DIVIDEND SOLAR FINANCE LLC

3661 Buchanan Street, 3rd Floor
San Francisco, CA 94123
(415) 805-7100



**EXHIBIT A
PAYMENT SCHEDULE**

For the first fifteen (15) months following the Accrual Date or until the Incentive Investment is made, if the Incentive Investment is paid before the Incentive Investment Date, Borrower will be required to make monthly payments consisting of interest that accrues on the Principal of the Loan, as described more fully in the **Payment Schedule** section of this Agreement. Beginning with the earlier of the due date for the 16th monthly payment or the date of the Incentive Investment, and continuing on the same date of each subsequent month until the Loan is repaid in full, Borrower must make principal and interest payments sufficient to pay the Loan in full by the Maturity Date.

The estimated scheduled payments begin on the 17th day of the month following the Accrual Date, as described more fully in the **Promise to Pay** section of this Agreement, and are estimated as follows:

# of Payments in Period	Payment Amounts ^e	Payment Dates ^e	Total, End of Period	
			Equity Gained (\$) ^e	Paid For (%) ^e
Pre-Accrual Period - Lender does not accrue interest for 30 days following the initial disbursement of Principal.				
15	\$159.99	Monthly, beginning 07/17/16	-	-
1 (the Incentive Investment)	\$8,482.50	On or before 09/17/17	\$8,482.50	30%
8	\$156.10	10/17/2017	\$8,842	31%
12	\$156.10	6/17/2018	\$9,414	33%
12	\$156.10	6/17/2019	\$10,025	35%
12	\$156.10	6/17/2020	\$10,679	38%
12	\$156.10	6/17/2021	\$11,379	40%
12	\$156.10	6/17/2022	\$12,128	43%
12	\$156.10	6/17/2023	\$12,929	46%
12	\$156.10	6/17/2024	\$13,787	49%
12	\$156.10	6/17/2025	\$14,705	52%
12	\$156.10	6/17/2026	\$15,687	55%
12	\$156.10	6/17/2027	\$16,737	59%
12	\$156.10	6/17/2028	\$17,862	63%
12	\$156.10	6/17/2029	\$19,065	67%
12	\$156.10	6/17/2030	\$20,352	72%
12	\$156.10	6/17/2031	\$21,730	77%
12	\$156.10	6/17/2032	\$23,204	82%
12	\$156.10	6/17/2033	\$24,781	88%
12	\$156.10	6/17/2034	\$26,469	94%
12	\$156.10	6/17/2035	\$28,275	100%

Note: 'e' denotes estimate.

The above table shows estimated monthly payments for the life of the Loan. All monthly payment amounts shown above assume that the full Principal will be disbursed as scheduled, that each month has an equal number of days, that Borrower will make all required payments on their due dates, including the Incentive Investment, and that no prepayments of Principal will be made. Lender will provide Borrower with a monthly payment statement that will identify the exact amount and due date for each payment. However, Borrower's obligation to make any required monthly payment is not dependent on the Borrower's receipt of a monthly payment statement.