



## HOME SOLAR LOAN DOCUMENTS

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Solar Mosaic, Inc. | [www.joinmosaic.com](http://www.joinmosaic.com)  
 1212 Broadway, Suite 300, Oakland, CA 94612  
[loanotices@joinmosaic.com](mailto:loanotices@joinmosaic.com) | 855.746.7849  
 CA Finance Lenders License 6054631



## DISCLOSURE AND CONSENT TO ELECTRONIC RECEIPT OF LOAN DISCLOSURES

You understand that in order to submit a credit application to Solar Mosaic, Inc. (“we”, “us”, “our”, or “Mosaic”) and view and retain a copy of the related notices, disclosures, agreements, authorizations, acknowledgements, terms and conditions, and other documents during the course of our relationship with you (collectively, “Loan Disclosures”) you must consent to receive Loan Disclosures electronically. Described below are the terms and conditions for providing Loan Disclosures to you electronically. Please read the information below carefully and thoroughly.

You acknowledge and agree that we may provide you with the Loan Disclosures in electronic format, and that we are not required to send a paper document to you, unless and until you withdraw your consent as described below. All Loan Disclosures that we provide to you in electronic format will be provided either (i) via e-mail, (ii) by access to our online platform including the DocuSign, Inc. (“DocuSign”) electronic signing system, or (iii) by requesting you to download a PDF through the DocuSign system.

### 1. Getting paper copies.

You may request from us a paper copy of any Loan Disclosure that we have provided or made available to you electronically without charge, provided that such request is made within a reasonable time after we first provided the Loan Disclosure to you. To request paper copies, you must send an e-mail to [loanotices@joinmosaic.com](mailto:loanotices@joinmosaic.com) with the subject line “Past Paper Copy Request” and in the body of the e-mail you must state your e-mail address, full name, US Postal address, and telephone number.

### 2. Withdrawing your consent.

You may withdraw your consent to receive Loan Disclosures in electronic form by either (i) declining to sign a document within the DocuSign system, and on the subsequent page, selecting the checkbox indicating you wish to withdraw your consent, or (ii) sending an e-mail to [loanotices@joinmosaic.com](mailto:loanotices@joinmosaic.com) with the subject line of “Future Paper Copy Request” and in the body of the e-mail request you must state your e-mail address, full name, US Postal Address, and telephone number. Your withdrawal of consent will be effective only after we have had a reasonable period of time to process your request. Please be aware that if you elect to receive Loan Disclosures only in paper format we will be unable to process your application and if you elect to receive Loan Disclosures only in paper format after your loan is approved, it may slow the speed at which we can deliver services to you.

### 3. To advise Solar Mosaic of your new e-mail address.

You are required to provide us with an accurate and complete e-mail address and update any changes to the information promptly. To let us know of a change in your e-mail address, you must send an e-mail message to us at [loanotices@joinmosaic.com](mailto:loanotices@joinmosaic.com) with the subject line “Email Address Change” and in the body of the e-mail you must state your previous e-mail address and your new e-mail address. At our discretion, we may treat your failure to provide us with a valid e-mail address or the malfunction of a previously valid e-mail address as a withdrawal of your consent to receive electronic documents.

### 4. Required hardware and software.

In order to access, view and retain the Loan Disclosures we make available to you in electronic form, you must provide at your own expense an Internet connected device. You must have the following hardware and software:

Operating System	Windows® 2000, Windows® XP, Windows Vista®, Windows® 7, Windows® 8, Mac OS® X. Pre-release (e.g. beta) versions of operating systems are not supported.
Browsers	Final release versions of Internet Explorer® 8.0 or above (Windows only); Google® Chrome™ (Windows or Mac), Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only). Pre-release (e.g. beta) versions of browsers are not supported.
PDF Reader	Software that enables you to view and print Portable Document Files (PDF) such as Adobe® Acrobat Reader or similar
E-Mail Account	An e-mail account with an Internet service provider and e-mail software in order to receive electronic communications from us
Storage Capacity	Sufficient electronic storage capacity on your computer’s hard drive or other data storage unit

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	to retain the Loan Disclosures and/or a printer to print them
Screen Resolution	800 x 600 minimum
Browser Settings	Allow per session cookies

**5. Federal Law.**

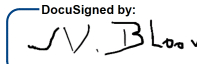
All Loan Disclosures we provide to you in either electronic or paper format will be considered "in writing". You should print or download for your records a copy of this Disclosure and Consent of Electronic Receipt of Loan Disclosures ("E-Sign Consent") and any other Loan Disclosures. You agree and we both intend the federal Electronic Signatures in Global and National Commerce Act to apply to (i) this E-Sign Consent and (ii) our ability to conduct business with you by electronic means.

**6. Termination/Changes.**

We reserve the right, in our sole discretion, to provide you with any Loan Disclosures in paper format and to discontinue electronic provision of Loan Disclosures at any time. We will provide you with notice of any such termination or change as required by law.

**7. Acknowledging your access and consent to receive materials electronically.**

By signing below, you: (i) confirm your consent to receive Loan Disclosures in electronic format; (ii) affirmatively demonstrate your ability to access and read, and also print or save, this E-Sign Consent and the Loan Disclosures; (iii) confirm that you have provided a valid e-mail address at which we can send electronic Loan Disclosures to you; (iv) have access to software and hardware that satisfies the above requirements; (v) agree to the terms and conditions of this E-Sign Consent; and (vi) affix your electronic signature to this E-Sign Consent.

I AGREE:   
A120DE242AC6493...  
**Nikki Bloom**

**5/5/2017**

COPY VIEW

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**AUTHORIZATION AND CONSENT TO SHARE APPLICATION INFORMATION**

I agree to submit an application to Solar Mosaic, Inc. ("Mosaic") for a loan to finance the purchase and installation of Solar Equipment including Purchased Goods to be installed at my home by the installation contractor indicated on my home improvement agreement with such contractor.

I authorize the installation contractor including its employees and third party service providers (collectively the "Installation Contractor"), to assist me in completing and submitting my application to Mosaic. I recognize that in connection with providing me with this assistance, the Installation Contractor will have access to my application, my signed home solar loan agreement, including personal information contained on my application and other information obtained by Mosaic. I expressly authorize Mosaic to share all such personal information related to my application with the Installation Contractor such as information I provide, credit bureau reports, third party information, and Mosaic's underwriting decision.

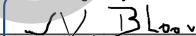
I understand that I can revoke this authorization, at any time, in writing to Mosaic at loannotices@joinmosaic.com. I understand that if I revoke this authorization, my application cannot be processed by Mosaic and Mosaic will treat the application as withdrawn.

I understand and agree that in order to apply for a loan to finance the purchase and installation of solar equipment, I must agree to receive certain documents electronically as further described in the Disclosure and Consent to Electronic Receipt of Loan Disclosures.

BY SIGNING BELOW, I UNDERSTAND AND AGREE (1) THAT I AM AUTHORIZING MOSAIC TO SHARE PERSONAL INFORMATION RELATED TO MY APPLICATION WITH THE INSTALLATION CONTRACTOR INCLUDING INFORMATION I PROVIDE, CREDIT BUREAU REPORTS, THIRD PARTY INFORMATION AND MOSAIC'S UNDERWRITING DECISION; (2) THAT I HAVE RECEIVED A COPY OF THIS AUTHORIZATION FOR MY FUTURE REFERENCE; AND (3) TO THE TERMS OF THE DISCLOSURE AND CONSENT OF ELECTRONIC RECEIPT OF LOAN DISCLOSURES.

Name: Nikki Bloom

Date: 5/5/2017

Signature: 

DocuSigned by:  
A120DE242AC6493...

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## Truth in Lending Disclosure Statement

Home Solar Loan Agreement Number: **70738**Date: 5/5/2017Borrower: **Nikki Bloom**

<b>ANNUAL PERCENTAGE RATE</b> (the cost of your credit as a yearly rate)	<b>FINANCE CHARGE</b> (the dollar amount the credit will cost you)	Amount Financed (the amount of credit provided to you or on your behalf)	Total of Payments (the amount you will have paid after you have made all payments as scheduled)
<b>5.45% (e)</b>	<b>\$15,818.12 (e)</b>	<b>\$24,573.00 (e)</b>	<b>\$40,391.12 (e)</b>
<b>Monthly Payment Schedule:</b>			
<b>Number of Payments</b>	<b>Amount of Payments</b>	<b>When Payments are Due</b>	
<b>16 (e)</b>	<b>\$126.62 (e)</b>	Monthly, beginning <b>09/19/2017 (e)</b>	
<b>212 (e)</b>	<b>\$180.59 (e)</b>	Monthly, beginning <b>12/19/2018 (e)</b>	
<b>1</b>	<b>\$80.12 (e)</b>	<b>10/19/2036 (e)</b>	
Variable Rate: The annual percentage rate ("APR") will increase by 0.25% on the first calendar day of the next billing period if you or we terminate ACH payments or if you are not current on your payments. An increase will take the form of more payments of the same amount. For example, if you have a 20 year loan of \$24,573.00 at a 5.45% APR with monthly ACH payments, and you begin making payments by check on the First Payment Date, your APR would increase to 5.70% and you would have to make 9 additional payments.			
<b>Security:</b> You are giving a security interest in the personal property you are purchasing in this transaction and your rights under any related agreement.			
<b>Late Charge:</b> If a payment is more than fifteen (15) days late, we will charge you a non-refundable late fee of no more than 5% of the amount due or ten dollars (\$10), whichever is less.			
<b>Prepayment:</b> If you pay off your loan early, you will not have to pay a penalty.			
<b>Contract Reference:</b> See your Home Solar Loan Agreement ("Agreement") for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.			
"e" means an estimate.			

### Itemization of Amount Financed

Amount Financed/Amount Due to **SCC Solar Energy** \$ **\$24,573.00 (e)**

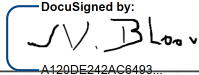
The "Loan Start Date" is the date we first send funds to your contractor as described in the "Loan Disbursement Schedule" in the Agreement. The first payment is due on the earlier of (i) fifteen (15) days after you obtain your local electric utility company's approval for "Permission to Operate" your Solar Equipment or (ii) 3 months after the Loan Start Date. The Payment Schedule above is based on an estimated Loan Start Date of **06/19/2017** and an estimated first payment date of **09/19/2017 (e)**.

The estimated Loan Start Date is 70 days after the effective date of the Loan Agreement. This date is based on our estimate of the number of days until the Installation Complete Disbursement as defined in the Agreement. The estimated first payment date assumes you receive Permission to Operate 35 days after installation is completed. After the Loan Start Date, we will deliver a final Loan Closing Certificate in the form attached as Exhibit A to the Agreement. The Loan Closing Certificate will update your Payment Schedule.

The Payment Schedule shown above assumes that you make no voluntary prepayments on your Loan. However, approximately 18 months after the Loan Start Date, we will change your subsequent loan payments to the level required to repay the Loan in full over its scheduled term in light of any early, late or additional payments you have made and/or any missed payments. We have designed the Loan so that, if you make all scheduled payments on time and also make sufficient voluntary prepayment(s) to reduce your total loan amount to at least the "Choice Balance Target" described in your Agreement, your subsequent monthly payments will not increase.

**By signing below, you acknowledge that you have read and received a complete copy of this disclosure to keep for future reference before you signed your Agreement.**

**BORROWER**

DocuSigned by:  
  
A120DE242AC6493...

COPY VIEW



## HOME SOLAR LOAN AGREEMENT

Borrower: **Nikki Bloom**  
 Email: **Nbloom0415@gmail.com**  
 Phone: **(415) 690-6967**

Residence Address: **1711 Capri Cir**  
**Palm Springs, CA 92264**

Home Solar Loan Agreement Number: **70738**

Effective Date: **05/05/2017**

This document describes the terms and conditions of your home solar loan.

<h1>\$0</h1> <p>LOAN DOWN PAYMENT</p>	<h1>\$126.62</h1> <p>CHOICE PAYMENT AMOUNT</p>	<h1>5.49%</h1> <p>CHOICE INTEREST RATE</p>
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### SYSTEM DESCRIPTION

Solar System (kW)<sup>(est.)</sup>: **5.670** Date of Home Improvement Agreement: **05/05/2017**  
 Installation Contractor: **SCC Solar Energy** Home Improvement Agreement Number:  
 Operations and Maintenance Contractor:

### PAYMENT TERMS

#### Mosaic Choice Loan

Choice Interest Rate\*: **5.49%** Section 3  
 Choice Monthly Payment<sup>(est.)</sup>: **\$126.62** Section 3

#### Mosaic Adjusted Loan

Adjusted Monthly Payment<sup>(est.)</sup>: **\$180.59** Section 3

#### To keep your Choice Monthly Payment:

Choice Balance Date<sup>(est.)</sup>: **12/19/2018** Section 3  
 Choice Balance Target<sup>(est.)</sup>: **\$17,293.81** Section 3

### LOAN SUMMARY

Term:	<b>20 Years</b>	Purchased Goods Loan Amount:	<b>\$24,573.00</b>	<u>Section 2</u>
Number of Monthly Payments <sup>(est.)</sup> :	<b>229</b>	Operations and Maintenance		
Loan Start Date <sup>(est.)</sup> :	<b>06/19/2017</b>	Loan Amount:		<u>Section 2</u>
First Payment Date <sup>(est.)</sup> :	<b>09/19/2017</b>	Total Loan Amount:	<b>\$24,573.00</b>	<u>Section 2</u>
Recurring Payment Day <sup>(est.)</sup> :	<b>Day 19 of Month</b>	Loan Disbursement Schedule:		<u>Section 5</u>
Maturity Date <sup>(est.)</sup> :	<b>06/19/2037</b>	Equipment Received Disbursement:		
		Install Complete Disbursement:	<b>\$19,658.40</b>	
		Final Loan Disbursement:	<b>\$4,914.60</b>	

You indicated in your application that you will make loan payments by Automated Clearing House ("ACH"), therefore your Choice Interest Rate includes a 0.25% reduction from the annual percentage rate ("APR"). The APR will increase by 0.25% if you terminate ACH payments or are not current on your loan payments. An increase will result in more payments of the same amount and a higher finance charge.

(est.) Subject to adjustment in the loan closing certificate, the form of which is attached as Exhibit A ("Loan Closing Certificate"), which will be sent to you following our first disbursement of loan proceeds to your Contractor. The Loan Closing Certificate is fully incorporated herein.

The estimated Loan Start Date assumes the Contractor completes installation and the "Install Complete Disbursement" is made 180 days from the date of your Application approval. The actual Loan Start Date will be the date that we first disburse loan proceeds to your Contractor. That date will be shown on the Loan Closing Certificate we send to you.

The estimated First Payment Date assumes you will begin making payments 3 months after the Loan Start Date. You actually begin making payments on the earlier of 3 months after the Loan Start Date or 15 days after Mosaic confirms Permission to Operate from your utility company. The longer your First Payment Date is from the Loan Start Date, the more interest you will pay, because interest on this loan accrues on the outstanding principal balance until the First Payment Date (with the assumption that there are 365 days in a year or 366 days in a leap year). After The First Payment Date, interest will accrue on a 30/360 basis as stated in Section 3(c). If you wish to reduce the amount of interest that accrues, you can begin making payments earlier, at any time you choose after the Loan Start Date.

Your loan application was approved for a period of 180 days. We may re-review your application if it looks like the Loan Start Date will not occur within 180 days. This can happen if your Contractor is not able to make sufficient progress during your 180-day approval period for the Loan Start Date to occur. If we re-review your application, we will request a new credit report from the credit bureaus, to make sure that you continue to meet the requirements for loan approval. This may impact your credit score.

### **Tax Credit**

You may be eligible for a federal solar investment tax credit. You acknowledge that eligibility for this tax credit is not guaranteed. In order to realize the benefits of the solar investment tax credit, you must have federal income liability that is at least equal to the value of the credit. We are not financially responsible for your receipt of any tax credits related to the Solar System. We do not provide tax advice and nothing in this Home Solar Loan Agreement is intended to be used as tax advice. In order to determine your eligibility for any federal solar investment tax credit, you should make an independent assessment or consult with your independent tax advisors. Additionally, if you are not eligible to receive a federal solar investment tax credit you will not be able to use the proceeds of your tax credit to make a voluntary prepayment as described below.

### **Choice Balance Target Payments**

You are not required to make prepayments. However, you acknowledge that in order to keep your Choice Interest Rate and avoid an increase in your Choice Monthly Payment, you must make one or more voluntary prepayments equal to 30% of your Total Loan Amount within 18 months following your Loan Start Date. So long as you are not in default under this Agreement, and provided that you reduce your unpaid Total Loan Amount to the Choice Balance Target by the Choice Balance Date by making sufficient voluntary prepayments, your monthly payment will be the Choice Monthly Payment. If you pay more than 30% of your Total Loan Amount, your monthly payments will be adjusted to a lower amount. If you do not make any prepayments, or if your prepayments are less than 30% of your Total Loan Amount, your monthly payments will be adjusted to a higher amount.

### **Liens**

You authorize us to file on your behalf any documentation, including but not limited to a copy of this Agreement, a UCC financing statement and a county fixture filing required to perfect our security interest in the Collateralized Goods. Our security interest in the Collateralized Goods takes priority over any mortgage on the Residence, whether such mortgage is granted before or after the date of this Agreement. It is possible that a lender making a loan secured by the Residence, including but not limited to a mortgage refinancing of an existing mortgage, will deem the Solar Equipment to be part of the Residence and will object to our interest in the Solar Equipment taking priority over its interest in the Residence. Upon request, we will confirm to any mortgage lender that our lien is limited to the Solar Equipment and does not extend to any part of the Residence. Alternatively, upon request, we may agree to lift our county fixture filing, if any on the Solar Equipment for a limited period for a cost of \$250 or more depending on costs incurred and provided we will be able to refile upon closing of the mortgage refinancing.



**BUYER'S RIGHT TO CANCEL**

**ALL BORROWERS:** 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.

**CONNECTICUT BORROWERS ONLY:** 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. 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.

**DISTRICT OF COLUMBIA BORROWERS ONLY:** Buyer's Right to Cancel-If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and it must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to Solar Mosaic, Inc. Attn: Home Solar Loan Department, 1212 Broadway, Suite 300, Oakland, CA 94612.

**ARIZONA, RHODE ISLAND AND WASHINGTON BORROWERS ONLY:** Notice to Buyer

- (1) Do not sign this agreement if any of the spaces intended for the agreed terms of 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 enter unlawfully 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 main office or branch office shown in the agreement by registered or certified mail, which 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.

**SOUTH DAKOTA BORROWERS ONLY:**

You may contact the South Dakota Division of Banking at 1601 N Harrison Ave., Suite 1, Pierre, SD 57501, or by phone at [605-773-3421](tel:605-773-3421), or by email at [banking@state.sd.us](mailto:banking@state.sd.us) if any improprieties in making loans or loan practices occur.

**NORTH DAKOTA BORROWERS ONLY:**

**NOTICE: MONEY BROKERS ARE LICENSED AND REGULATED BY THE DEPARTMENT OF FINANCIAL INSTITUTIONS, 2000 SCHAFFER STREET, SUITE G, BISMARCK, NORTH DAKOTA 58501-1204. THE DEPARTMENT OF FINANCIAL INSTITUTIONS HAS NOT PASSED ON THE MERITS OF THE CONTRACT AND LICENSING DOES NOT CONSTITUTE AN APPROVAL OF THE TERMS OR OF THE BROKER'S ABILITY TO ARRANGE ANY LOAN. COMPLAINTS REGARDING THE SERVICES OF MONEY BROKERS SHOULD BE DIRECTED TO THE DEPARTMENT OF FINANCIAL INSTITUTIONS.**

**ALABAMA BORROWERS ONLY:**

**CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT." ALA. CODE § 5-19-6.**

**WISCONSIN BORROWERS ONLY:**


**NOTICE TO CUSTOMER**

**(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.**

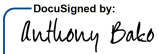
- (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

You specifically agree that we may remotely disable the Solar Equipment if you default under this Agreement.  
Accepted and agreed to by:

BORROWER

DocuSigned by:  
  
 A120DE242AC6483...

SOLAR MOSAIC, INC.

DocuSigned by:  
  
 EC58482D...  
 Name: **Anthony Bako**  
 Title: **Chief Technology Officer**

COPY VIEW

THIS AGREEMENT IS LEGALLY BINDING AS OF AND FOLLOWING THE EFFECTIVE DATE INDICATED ON THE PRECEDING PAGE ONE ("SUMMARY PAGE"). IN THIS AGREEMENT, THE WORDS "YOU" AND "YOUR" REFER TO BORROWER AND BORROWER'S PERMITTED ASSIGNEES AND THE WORDS "LENDER," "WE," "US" AND "OUR" REFER TO SOLAR MOSAIC, INC. OR ITS ASSIGNEES. CAPITALIZED TERMS USED HEREIN THAT ARE NOT OTHERWISE DEFINED BELOW ARE DEFINED ON THE SUMMARY PAGE. THIS AGREEMENT SUPERSEDES ANY PRIOR AGREEMENT BETWEEN YOU AND US CONCERNING THE SAME SUBJECT MATTER.

**1. INTRODUCTION.** The parties (each, a "Party" and collectively, "Parties") to this Agreement are you and Solar Mosaic, Inc. Your solar installation contractor ("Installation Contractor") has provided us with a copy of a signed home improvement agreement between you and the Installation Contractor (the "Home Improvement Agreement") under which it will install solar panels, inverters, racking systems, wiring, electrical and mechanical connections, metering, monitoring and/or other distributed generation interconnect equipment ("Solar Equipment") and may, in addition, install new roofs and related roofing materials, battery storage equipment, electrical vehicle power charging equipment, and thermostat equipment, and provide landscaping services to accommodate the solar system (together with the Solar Equipment, "Purchased Goods") at your home ("Residence") located at the Residence Address listed on the first summary page of this Agreement ("Summary Page"). Your loan must be used to finance Purchased Goods installed at your Residence, which shall be limited to your primary residential home dwelling and shall specifically exclude any rental property, vacation property, second home or any business or commercial establishment. In addition, to the extent the Summary Page indicates that you will receive an Operations and Maintenance Loan Amount, the Installation Contractor and/or your operations and maintenance contractor ("Operations and Maintenance Contractor") has provided us with a copy of a signed operations and maintenance agreement ("Operations and Maintenance Agreement") between you and the Operations and Maintenance Contractor under which it will provide certain operations and maintenance services for the Solar Equipment for a specified period. Your Loan Start Date is estimated on the Summary Page and will be the actual date of our first loan disbursement to you as described in Section 5 below.

**2. PROMISE TO PAY.** For value received, you promise to pay to us the principal sum of the Total Loan Amount, which includes the Purchased Goods Loan Amount and the Operations and Maintenance Loan Amount (if any) indicated on the Summary Page, with interest as set forth in Section 3 ("Interest and Payments") below.

**3. INTEREST AND PAYMENTS.**

- a. Payment Timing. The first payment of the Choice Monthly Payment is due and payable on the First Payment Date (estimated on the Summary Page and finalized on the Loan Closing Certificate). To the extent permitted by applicable law, such date will be the earlier of (i) fifteen (15) days after Mosaic obtains confirmation from your local electric utility company's approval for permission to operate your Solar Equipment ("Permission to Operate") or (ii) 3 months after the date we first send funds to your Installation Contractor ("Loan Start Date"), which occurs after the Installation Contractor achieves the first milestone on the "Loan Disbursement Schedule" described on the Summary Page. If the Loan Start Date is on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of the month, the first payment will be due on the 1<sup>st</sup> of the following month. If Permission To Operate is reached early enough to cause an adjustment to First Payment Date, but Permission To Operate plus 15 days will be on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of the month, the first payment will be due on the 1<sup>st</sup> of the following month. All subsequent payments will be due on the 1<sup>st</sup> of each month.
- b. Payment Application. For the purpose of determining your delinquency and any applicable late fees, we apply any payment we receive first to the installment that is currently due, and then to past due previous installments. If you make a payment that satisfies all current and past due installments, any additional payment will be allocated as set forth in the following sentence, but that additional payment will not change the due date for any payment that comes due in the future. To the extent permitted by applicable law, all payments or prepayments will be applied first to our fees, then to costs and expenses payable to us under this Agreement, including any costs or expenses that we incur related to enforcement of this Agreement as further described in Section 10 ("Remedies") below, then to accrued interest and then to unpaid principal in the inverse order of maturity (last to first). To the extent permitted by law, we reserve the right to report to consumer reporting agencies any delinquent payments under this Agreement that are not paid within thirty (30) days of the applicable due date.
- c. Accrual. To the extent permitted by applicable law and provided for in this Section 3(c), interest on your loan will be calculated on a 30/360 basis for each full month (defined as payment due date to payment date) in which interest accrues on the unpaid principal balance. Interest on your loan will also be calculated on a 30/360 basis for each partial month in which interest accrues on the unpaid principal balance (based on the actual number of days your loan is outstanding for such partial month). Interest will start accruing on the first calendar day following our loan disbursements. Interest will accrue on the loan amounts actually disbursed, with the first accrual starting on the first calendar day following the "Loan Start Date." Interest will continue to accrue until all amounts owed under

this Agreement are paid in full. Interest will accrue on your account on a daily basis by taking the unpaid principal balance, multiplying it by the annual percentage rate of your loan expressed as a daily rate. Because interest accrues on a daily basis, if you make your loan payments late, more interest will accrue, and the total finance charge you pay over the life of your loan will be higher. If you make your loan payments early, less interest will accrue, and the total finance charge you pay over the life of your loan will be less. Interest accrues between the Loan Start Date and your First Payment Date, and the longer the period of time between the Loan Start Date and your First Payment Date, the more interest will accrue. However, if you wish to reduce the amount of interest that accrues before your First Payment Date, you can begin making loan payments any time you wish after the Loan Start Date. The earlier you make payments, the less interest you will accrue. Unpaid interest will not be added to the principal balance. Our interest calculations between the Loan Start Date and First Payment Date are based on the assumption that there are 365 days in a year or 366 days in a leap year. With the exception of the period between the Loan Start Date and The First Payment Date, interest will accrue on a 30/360 basis as described in this section 3(c).

d. Interest Rate Your interest rate will be the Choice Interest Rate stated on the Summary Page. If you indicated in your application that you will make loan payments by ACH, your Choice Interest Rate includes a 0.25% reduction from the annual percentage rate that would otherwise apply. The annual percentage rate will increase by 0.25% if you terminate ACH payments or we terminate ACH payments because you are not current on your payments. An increase in your annual percentage rate and finance charge will result in more payments. If you indicated in your application that you will make loan payments by check, your Choice Interest Rate does not include such a reduction, but we will reduce your rate if you subsequently authorize ACH payments as described in Section 3(g), which will decrease your number of payments.

e. Monthly Payment Amounts. The monthly payments you must make, assuming you make all payments in full and on time, are set forth in your Loan Closing Certificate.

So long as you are not in default under this Agreement, and provided that you reduce your unpaid Total Loan Amount to the Choice Balance Target by the Choice Balance Date by making sufficient optional prepayments, your monthly payment will be the Choice Monthly Payment. If you are in default under this Agreement, then upon default, we have the right to increase your monthly payment to the Adjusted Monthly Payment for the remainder of the Term. If you do not reduce your unpaid Total Loan Amount to at least the Choice Balance Target by the Choice Balance Date, then immediately following the Choice Balance Date, your monthly payment will increase for the remainder of the Term as follows:

(i) If you do not make any optional prepayments before the Choice Balance Date, then your new monthly payment will be the Adjusted Monthly Payment; and

(ii) If you make optional prepayments before the Choice Balance Date but such prepayments total less than the Choice Balance Target, then your new monthly payment will be an amount greater than your Choice Monthly Payment but less than the Adjusted Monthly Payment. Your loan will be re-amortized to reflect your outstanding principal balance on the Choice Balance Date and your monthly payments will be increased to an amount required to cause the full repayment of the Loan by the Maturity Date.

So long as you are not in default under this Agreement, in the event you make excess optional prepayments by the Choice Balance Date to reduce your unpaid Total Loan Amount to less than the Choice Balance Target, then your new monthly payment will be less than the Choice Monthly Payment for the remainder of the Term. Your loan will be re-amortized to reflect your outstanding principal balance on the Choice Balance Date and your monthly payments will be decreased to an amount required to cause the full repayment of the Loan by the Maturity Date.

f. Maturity Date. Unless your loan is due earlier and payable as provided in this Agreement, your loan will mature on the Maturity Date. On the Maturity Date, you agree to pay in full any unpaid amounts payable under this Agreement. The Maturity Date stated on the Loan Closing Certificate does not factor in the reduced APR for borrowers who opted to pay by ACH, therefore, the Maturity Date will be earlier for those borrowers.

g. Payment Method. You may pay by ACH or check. To pay by ACH, complete the "Authorization for Direct Payment via ACH" (the "ACH Authorization"). To pay by check, include your Loan Agreement Number on your check and mail it to 1212 Broadway, Suite 300, Oakland, CA 94612. You may change your payment method by following the instructions in the ACH Authorization or managing your account online at <https://joinmosaic.com/sign-in>. If you change your payment method, it will change your interest rate as described in Section 3(d).

h. Prepayment. You may prepay your loan at any time without penalty. Except as described in Section 3d above, prepayments will not change your monthly payment amounts, but may reduce the total number of monthly payments required to repay your loan.

i. Payment of Disputed Balance. If you wish to make a payment in satisfaction of a disputed balance, you must send it to Solar Mosaic, Inc. at the address stated at the bottom of this page, 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.

**4. FEES.** We will also charge you the following fees to the extent permitted by applicable law.

a. Insufficient Funds Fee. You will be charged a non-refundable fee of ten dollars (\$10) for each failed electronic or check payment attempt. Your bank may assess its own fee in addition to the fee we assess.

b. Late Payment Fee. If a payment is more than fifteen (15) days late, we will charge you a non-refundable late fee of no more than 5% of the amount due or ten dollars (\$10), whichever is less.

**5. LOAN DISBURSEMENTS.** We will disburse the loan proceeds on your behalf to your Installation Contractor and, if applicable, to your Operations and Maintenance Contractor, upon achievement of the milestones described on the Loan Disbursement Schedule on the Summary Page. Loan disbursements will be disbursed to your Installation Contractor after certain conditions are met, including but not limited to the following:

The loan disbursement, if any, related to the receipt by your Installation Contractor of your solar panels ("Equipment Received Disbursement") described on the Summary Page (if applicable) will be disbursed to your Installation Contractor after certain conditions are met, including but not limited to the submission by your Installation Contractor of proof of its receipt of your solar panels, which proof shall be in form and substance satisfactory to Mosaic.

The loan disbursement related to completion of the installation of the Purchased Goods ("Install Complete Disbursement") described on the Summary Page will be disbursed to your Installation Contractor after certain conditions are met, including but not limited to the following:

- a. your Installation Contractor has furnished us with satisfactory photographic evidence (in our sole discretion) that the Purchased Goods have been installed according to the Home Improvement Agreement; or you have certified, in a form approved by us, that the Purchased Goods have been installed according to the Home Improvement Agreement, that you have no reason to believe that your Solar Equipment cannot deliver electric power to your local electrical power grid, and that the only remaining responsibilities of the Installation Contractor under the Home Improvement Agreement are to (i) complete the Installation Contractor's final inspection and commissioning, (ii) obtain the final permit, (iii) obtain Permission to Operate your Solar Equipment if applicable, and (iv) energize the Solar Equipment; and
- b. your Installation Contractor has secured an approved building permit with your local authority having jurisdiction ("Preliminary Permit"); provided, that you have not defaulted on this Agreement and your representations in this Agreement are true and correct as of the date that the Install Complete disbursement is made.

The loan disbursement comprising the remaining loan proceeds from the Purchased Goods Loan Amount ("Final Loan Disbursement") described on the Summary Page will be disbursed to your Installation Contractor after certain conditions are met, including but not limited to the following:

- a. your Installation Contractor has completed its final inspection and commissioning of the Solar Equipment;
- b. your Installation Contractor has provided proof of approval of final passed inspection by your local authority having jurisdiction ("Final Permit");
- c. your Installation Contractor has provided proof of approval for Permission to Operate; and
- d. your Solar Equipment has been energized.

The loan disbursement, if you will receive an Operations and Maintenance Loan Amount, comprising one hundred percent (100%) of the loan proceeds from such Operations and Maintenance Loan Amount, will be disbursed to your Operations and Maintenance Contractor after:

- a. the conditions to the loan disbursements described in this Section 5 above relating to the Purchased Goods Loan Amount have been satisfied; and
- b. your Installation Contractor and/or your Operations and Maintenance Contractor has provided us with a fully signed copy of the Operations and Maintenance Agreement.

Notwithstanding anything to the contrary in this Agreement, Mosaic may suspend or terminate its obligations under this Agreement (including but not limited to its obligations described in this Section 5 to disburse loan proceeds) upon a Force Majeure Event. "Force Majeure Event" shall mean, any act or event which delays our performance of our obligations or renders us unable to comply, totally or partially, with our obligations, including our inability to access funding from third party institutions to make loan disbursements, war (whether or not declared), riot, acts of God including storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, fires, excessive wind speeds; sabotage or destruction of facilities or equipment; and labor strikes. During any period in which a Force Majeure Event prevents, limits or otherwise impairs our ability to perform our obligations under this Agreement, we reserve the right to (i) suspend our performance of such obligations until such time as we determine our performance is no longer prevented, limited or otherwise impaired and/or (ii) terminate this Agreement.

**6. ADDITIONAL OBLIGATIONS AND REPRESENTATIONS.**

- a. Collateral. To the extent permissible by law, you irrevocably grant us a limited power of attorney with full power of substitution and re-substitution, to sign any documents and perform any acts, in your name and on your behalf, for the exclusive purpose of exercising our rights with respect to the Collateral under this Agreement. You also agree not to pledge, mortgage, encumber or otherwise permit the Collateral at any time to be subject to any lien or encumbrance that is superior to our security interest. Subject to applicable law (including any notice, cure and/or redemption rights provided by applicable law), upon default, we may remotely disable the functioning of the Purchased Goods, whether or not we then attempt to remove the Purchased Goods, enter upon the Residence and disable and/or remove the Purchased Goods, sell or otherwise dispose of the Purchased Goods including any environmental incentives, 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, initiate a collection action against

you, recover our costs of repossession, storage and collection and exercise any other rights provided by this Agreement or applicable law.

- b. Ownership; Price Confirmation. You represent and covenant that: (1) the Residence is your primary residential home dwelling and is not a rental property, vacation property, second home or any business or commercial establishment or used as such; (2) you, or a trust controlled by you, are the fee simple owner of the Residence and the Collateral; (3) you are not, and will not, be in breach of your Home Improvement Agreement.
- c. Collateral Access. You agree to provide us or our designees after receiving reasonable notice, with access to the Residence for the purposes of (1) inspecting the Purchased Goods until this Agreement terminates or, (2) in the case of a foreclosure on the Collateral, removing the Collateral from the Residence. You agree to provide to us all available access to any energy production data or other data related to your Purchased Goods or generated in connection with any operations and maintenance service, in each case throughout the Term of this Agreement.
- d. Personal Property. You and we both expressly intend that no portion of the Collateralized Goods will constitute a "fixture" attached to any real property, and that the Collateralized Goods will be removable personal property. You also agree not to take any action that might cause the Collateralized Goods to be treated as real property or as fixtures to real property. However, you agree that we may make a fixture filing, if we choose, out of an abundance of caution, provided that you and we agree that we may enforce rights in the Collateralized Goods under the Uniform Commercial Code and not under state real estate or mortgage law.
- e. Installation and Purchased Goods. You will take all steps necessary to enable the installation and proper functioning of the Purchased Goods to be completed in accordance with the Home Improvement Agreement and, if you receive an Operations and Maintenance Loan Amount, to be maintained in accordance with the Operations and Maintenance Agreement. You agree to keep the Purchased Goods in good working order and in compliance with manufacturing specifications, the operating and maintenance manuals, warranty requirements provided by your Installation Contractor and, if applicable, your Operations and Maintenance Contractor, and all applicable law, and not to remove or modify the Purchased Goods without our prior written consent. You agree to maintain at all times an internet connection sufficient to ensure that monitoring data for the Solar Equipment can be fully transmitted.
- f. Taxes. You agree to pay, when due, your taxes, assessments, governmental charges, or other similar fees. If you do not pay these taxes and/or other fees when due, we may pay them on your behalf and add the amount we pay to the principal of our loan to you under this Agreement. In the event that we choose pay these taxes and/or other fees on your behalf, you agree to assist us in these efforts.
- g. Required Insurance. To the extent permissible by law, you agree to maintain and pay any deductibles under a homeowners' insurance policy or equivalent insurance policy reasonably acceptable to us covering the Purchased Goods in an amount equal to the full replacement and installation cost of the Purchased Goods or the outstanding balance of the loan. If there is a payout under the property coverage for damage to the Purchased Goods, you agree to deliver those insurance proceeds to us, and we will apply those proceeds to the loan in the order of priority set forth in Section 3b. of this Agreement.
- h. Credit Inquiries. You authorize us to obtain a credit report on you for any legal purpose in connection with this loan, including any update, extension of credit, review, or collection of this loan. If you request, we will tell you whether any credit report was requested and, if so, the name and address of the credit bureau furnishing the report. You agree that your loan application approval is good for 180 days. If after [150] days it appears that your Installation Contractor may not substantially complete installation of the Solar Equipment before the approval period expires and we are unable to make your first loan disbursement, then we may re-evaluate your application and obtain another credit report on you.
- i. 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 address for Solar Mosaic, Inc. shown at the bottom of this page, ATTN: Bankruptcy Notice.

**7. GRANT OF SECURITY INTEREST IN COLLATERAL.** As consideration for the loan we are providing to you and to secure your obligations under this Agreement, you hereby grant to us a security interest in the following property (collectively "Collateral"), whether you own it now or acquire it later, whether now existing or hereafter arising, regardless of where the Collateral is located:

- a. all Purchased Goods excluding the roof and related roofing materials, if any (such Purchased Goods which excludes the roof and related roofing materials are referred to in this Agreement as "Collateralized Goods");
- b. all accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateralized Goods;
- c. all proceeds from warranty claims related to the Collateralized Goods, the Home Improvement Agreement and (if you receive an Operations and Maintenance Loan Amount) the Operations and Maintenance Agreement;
- d. all rebates and incentives that are payable as a result of installing the Collateralized Goods except for such rebates and incentives which have been assigned to your Installation Contractor or Operations Maintenance Contractor;

- e. all your rights, title, interests, and remedies under all agreements, statements and other documentation relating to the Collateralized Goods (including, without limitation, the Home Improvement Agreement, and Operations and Maintenance Agreement); and
- f. all consideration received from the collection, sale or other disposition of any property that constitutes Collateralized Goods, including any payment received from any insurer arising from any loss, damage or destruction of any Collateralized Goods and any other payment received as a result of possessing any Collateralized Goods, or any other proceeds of Collateralized Goods.

You authorize us to file on your behalf any documentation, including but not limited to a copy of this Agreement, a UCC financing statement and a county fixture filing required to perfect our security interest in the Collateralized Goods. Our security interest in the Collateralized Goods should take priority over any mortgage on the Residence, whether such mortgage is granted before or after the date of this Agreement. It is possible that a lender making a loan secured by the Residence, including but not limited to a mortgage refinancing of an existing mortgage, will deem the Solar Equipment to be part of the Residence and will object to our interest in the Solar Equipment taking priority over its interest in the Residence. Upon request, we will confirm to any mortgage lender that our lien is limited to the Solar Equipment and does not extend to any part of the Residence. Alternatively, upon request, we may agree to lift our county fixture filing, if any, on the Solar Equipment for a limited period for a cost of \$250 or more depending on costs incurred and provided we will be able to refile upon closing of the mortgage refinancing.

**8. INDEMNIFICATION.** You agree to indemnify, defend and hold harmless us and our affiliates against any loss, liability, or damage that arises out of or relates to the transactions contemplated by this Agreement.

**9. DEFAULT.** You will be in default under this Agreement if:

- a. you fail to make any payment under this Agreement within fifteen (15) days of the date such payment is due;
- b. you fail to perform any of your obligations under this Agreement and you fail to cure such failure to perform to our reasonable satisfaction within thirty (30) days after receiving notice from us of your failure to perform;
- c. you terminate the Home Improvement Agreement without our consent after any loan proceeds have been disbursed or you terminate the Home Improvement Agreement without notifying us in writing at least ten (10) days prior to disbursement of any loan proceeds;
- d. you remove, modify, sell or otherwise transfer the Collateral without our approval;
- e. any representation made by you in, or in connection with, your loan application or this Agreement is false in any material respect when made;
- f. any of the following occurs (each a "Bankruptcy Event"): (1) you make an application for the appointment of a receiver, trustee or custodian or a receiver, trustee or custodian is appointed for you or a majority of your assets; (2) you initiate or consent to any legal proceedings under the Bankruptcy Code, or equivalent law providing for the relief of debtors; (3) you make an assignment for the benefit of creditors; or (4) you have a petition in bankruptcy or similar relief of debtors filed against you, which is not withdrawn or discharged within thirty (30) days of being filed.

**10. REMEDIES.** Our remedies if you default on this Agreement include the following (to the fullest extent permitted by law):

- a. General. In the event that you are in default under this Agreement, we may:
  - (1) declare our loan to you immediately due and payable, except that your loan will become immediately due and payable to us under a Bankruptcy Event, regardless of whether or not we take any action;
  - (2) change your monthly payment to the Adjusted Monthly Payment for the remainder of the Term;
  - (3) provide a report to the credit bureaus regarding your payment history and status of default; As required by law, you are hereby notified that a negative report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of this Agreement. **Late payments, missed payments or other defaults on this Agreement may be reflected in your credit report.**
  - (4) foreclose on the Collateral (and exercise any other rights with respect to the Collateral that we have under this Agreement or applicable law, including entering upon your property and disabling the Solar Equipment and/or any monitoring services provided for such Solar Equipment); and/or
  - (5) pursue any other remedies available to us under applicable law, including those of a secured creditor as permitted by applicable law.
- b. Loan Acceleration. If your loan is immediately due and payable, you must promptly pay in full the unpaid principal amount of the loan, all accrued interest, and any other amounts and fees payable under this Agreement.
- c. Taking Possession. If we choose to foreclose on the Collateral, we may, among other things, take possession of the Collateral and then sell, lease or otherwise dispose of this property.
- d. Cost Reimbursement; Application of Proceeds. Unless otherwise prohibited by state law, you are to promptly reimburse us, with interest, for all costs and expenses incurred in exercising our remedies related to this Agreement, including reasonable attorneys' fees, the costs of collection after default, the costs we incur in stabilizing and restoring your roof if we take possession of the Solar Equipment, cost of disabling the Solar

Equipment and subsequent reactivation in cases of delinquency, and the costs we incur in selling or otherwise disposing of the Collateral. If we choose to foreclose on the Collateral, we will apply any cash proceeds in the order of priority set forth in Section 3b. of this Agreement and then to you or as a court may otherwise direct.

- e. Deficiency Judgment. To the fullest extent permitted by law, regardless of whether or not we foreclose on the Collateral, we may require that you pay any amounts payable by you under this Agreement less any proceeds that we realize from our exercise of our remedies under this Agreement.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ARE PERSONALLY LIABLE FOR ALL AMOUNTS PAYABLE UNDER THIS AGREEMENT. WE ARE NOT REQUIRED TO FORECLOSE ON THE COLLATERAL BEFORE INITIATING PROCEEDINGS AGAINST YOU AND YOUR ASSETS.

Our rights under this Agreement are cumulative and we may exercise these rights at any time if you default. In the event that we exercise any of our rights or remedies under this Agreement, you will continue to be in default until such time that you pay to us all amounts due and payable to us and you have cured any and all defaults. OUR FAILURE TO TAKE ANY ACTION OR DELAY TAKING ANY ACTION RELATED TO YOUR DEFAULT, OR SIMILAR OR UNRELATED DEFAULT, DOES NOT WAIVE, OR IMPLY A WAIVER OF ANY OF OUR RIGHTS UNDER THIS AGREEMENT.

**11. TERMINATION.** We may terminate this Agreement (i) during any period in which a Force Majeure Event prevents, limits or otherwise impairs our ability to perform our obligations under this Agreement, or (ii) if the first loan disbursement does not occur within one hundred eighty (180) days of the date you first received credit approval by us to enter into this Agreement and if you no longer satisfy the minimum credit requirements we used to approve your credit application for your loan at that time. No delay in our exercise of the foregoing termination rights shall constitute a waiver of our continuing rights to terminate the Agreement. You authorize us to obtain your credit report to confirm that you continue to satisfy the minimum credit requirements. In addition, this Agreement (a) may be terminated, prior to our first disbursement of the loan proceeds, by you, upon providing at least ten (10) days' advance written notice to us (which notice, for the avoidance of doubt, may be sent more than three (3) business days following the Effective Date of this Agreement) and (b) shall terminate automatically if the first loan disbursement is not made within one hundred eighty (180) days of the Effective Date. If this Agreement is terminated for any of the reasons mentioned in this Section, the termination will not, in and of itself, trigger an event of default. This Agreement will terminate after you have paid in full all amounts payable by you under this Agreement. The terms of this Agreement that would, by their express nature, survive the termination of this Agreement (including the provisions under "Additional Obligations and Representations," "Indemnification," "Governing Law, Arbitration and Miscellaneous," "Notices and Other Information," "Limitation of Liability" and "Termination") will survive and be enforceable under this Agreement. Upon termination of this Agreement, our security interest in the Collateral will terminate.

**12. NOTICES AND OTHER INFORMATION.** You consent to receipt through electronic mail to the email address set forth by you on the Summary Page ("Designated Email") of all notices, records, disclosures and other information related to this Agreement ("Electronic Records"). We may in our discretion deliver in paper form to your last postal service mailing address of record certain records. You agree that you have or will have access at all times to capabilities that support the requirements in this Section. You must advise us immediately of any changes or updates to, inactivity of or operational problems with your Designated Email. All provisions of any Electronic Records are binding on you just as if they were delivered in paper to one of the addresses listed on the Summary Page, which can be updated by providing written notice to the email address of record for the other party.

As described when you provided your phone number in the credit application, we may contact you at any phone number you provide. When you give us your mobile phone number, we have your consent to contact you at that number about your loan. Your consent allows us to use text messaging, automatic dialing technology and artificial or prerecorded voice messages for informational and loan service calls, but not for sales or telemarketing calls. It may include contact from companies working on our behalf to service your loan. Message and data rates may apply. You may contact us at any time to change these preferences.

**13. ASSIGNMENT.** You may not assign or transfer your rights or obligations under this Agreement without our prior written consent, provided, that if you sell your home, you may transfer the loan obligations to the new home owner if (a) they meet our credit and underwriting criteria in place at that time by notifying us in writing at least thirty (30) days in advance and (b) the warranties and operations and maintenance service obligations (if any) pertaining to the Purchased Goods are transferred to the new home owner. We reserve the right to not allow assignment of the loan in cases where you are delinquent under this Agreement. We may assign or transfer all or a portion of this Agreement and the related documents to a third party or affiliate. YOU AUTHORIZE US TO PROVIDE TO A THIRD PARTY OR AFFILIATE ANY INFORMATION THAT THEY MAY REQUEST IN CONSIDERING OR IMPLEMENTING A PURCHASE OF OUR RIGHTS UNDER THIS AGREEMENT.

**14. LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR LIABILITY TO YOU UNDER THIS AGREEMENT, IF ANY, SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

**15. GOVERNING LAW, ARBITRATION AND MISCELLANEOUS.**



**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.**

Except for the Arbitration agreement below, this Agreement shall be governed by federal law and, to the extent state law applies, the substantive laws of the state where the Residence is located. If any provision of this Agreement cannot be enforced, the rest of this Agreement will stay in effect. No amendment of this Agreement will be valid unless in writing and signed by both Lender and you (the Loan Closing Certificate shall not be deemed an amendment of this Agreement and is fully incorporated into this Agreement). This Agreement represents the entire agreement between the Parties regarding your loan. Our rights under this Agreement shall inure to the benefit of our successors and assigns, and your obligations under this Agreement shall be binding upon your heirs, personal representatives and permitted assigns.

If the residence is located in California, then the loan is made pursuant to the California Finance Lenders Law, Division 9 (commencing with Section 22000) of the Financial Code. FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA. Pursuant to the Governor's Reorganization Plan No. 2 on July 1, 2013, the Department of Corporations became the Department of Business Oversight.

## 16. ARBITRATION AGREEMENT

**PLEASE READ THE FOLLOWING ARBITRATION TERMS CAREFULLY AS THEY WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.** If either you or we elect to arbitrate a Claim rather than have a court (a judge or a jury) decide the Claim, it will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this Arbitration Agreement.

**YOU HAVE THE RIGHT TO REJECT (NOT BE BOUND BY) THIS ARBITRATION AGREEMENT AS DESCRIBED BELOW.** If you do not reject this Arbitration Agreement and a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

**Special Definitions.** Some words have special definitions just for purposes of this Arbitration Agreement. The terms "we," "us" and "our," in addition to the meanings set forth at the beginning of this Loan Agreement, also refer to Solar Mosaic, Inc., its assignees, and their employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns. "We," "us" and "our" also apply to third parties if you assert a Claim against such third parties in connection with a Claim you assert against us.

**Definition of "Claim."** A "Claim" is any claim, dispute or controversy between you and us, whether preexisting, present or future, which arises out of or relates to the Loan Agreement, any prior agreement you have had with us, the events leading up to your loan (for example, any disclosures, advertisements, promotions or oral or written statements made by us), any product or service provided by us or third parties in connection with your loan, any transaction conducted with us, the collection of amounts you owe us and the manner of collection or the relationship between you and us.

The term "Claim" has the broadest possible meaning. It includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims and claims which arose before the effective date of this Arbitration Agreement. It also includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief.

However, the term "Claim" does not include:

a. any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, the Class Action Waiver set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. But any dispute or controversy that concerns the validity or enforceability of the Loan Agreement as a whole is for the arbitrator, not a court, to decide.

- b. any individual action brought by you or us in small claims court or a state's equivalent court, unless such action is transferred, removed or appealed to a different court;
- c. the exercising of any self-help or non-judicial remedies by you or us;
- d. any individual action in court by one party that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind; and
- e. our right to exercise the lawful remedies of a secured creditor under applicable law, including, but not limited to, repossession, foreclosure, and set off.

The institution and/or maintenance of any right, action or litigation specified above will not waive the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Arbitration Agreement.

**Federal Arbitration Act.** The parties agree and acknowledge that the Loan Agreement evidences a transaction involving interstate commerce and, therefore, the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. ("FAA") shall govern the interpretation and enforcement of this Arbitration Agreement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the Residence state law will apply.

**Class Action Waiver.** Notwithstanding any other provision of the Loan Agreement, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually.

The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between them and is non-severable from this Arbitration Agreement. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' Arbitration Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

#### Arbitration Procedures.

**a. Electing arbitration.** If you or we elect to arbitrate a Claim rather than have a court (a judge or a jury) decide the Claim, the party electing arbitration must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of claims asserted by the plaintiff in a lawsuit filed in court). Otherwise, your notice must be sent to 1212 Broadway, Suite 300, Oakland, CA 94612, Attn: Legal Department, and our notice must be sent to the most recent address for you in our files. Any arbitration hearing that you attend will take place in a venue reasonably convenient to where you reside unless you and we agree otherwise.

You can choose the one of the arbitration administrators listed below in your written notice electing to arbitrate, or by giving us written notice of your selection within 20 days after you notify us of your election to arbitrate. If you do not do so, we will select the administrator.

If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the Claim(s) to select an arbitration administrator pursuant to the paragraph below and start the arbitration proceeding in accordance with the administrator's rules and procedures.

**b. Arbitration administrators and rules.** The arbitration administrator will be either:

American Arbitration  
Association ("AAA")  
1633 Broadway,  
10<sup>th</sup> Floor  
New York, NY  
10019  
www.adr.org  
1-800-778-7879

or

JAMS  
1920 Main Street  
Suite 300  
Irvine, CA 92614  
www.jamsadr.com  
1-800-352-5267

You may contact these organizations directly if you have any questions about the way they conduct arbitrations or want to obtain a copy of their rules and forms (which are also available on their websites). However, if the AAA and JAMS are unable or unwilling to serve as administrator, the parties may agree upon another administrator or, if they are unable to agree, a court shall select the administrator or arbitrator. No company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Arbitration Agreement.

In the event of a conflict between the provisions of this Arbitration Agreement, on the one hand, and any applicable rules of the AAA or JAMS or other administrator used or any other terms of the Loan Agreement, on the other hand, the provisions of this Arbitration Agreement shall control.

**c. The arbitrator.** A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge.

**d. What law the arbitrator will apply.** The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court.

In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the FAA, that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim).

The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Loan Agreement, the administrator's rules or applicable law. However, with respect to Claim(s) asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Agreement to be enforced.

**e. Arbitration costs.** At your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to you for Claim(s) asserted by you in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again). In addition, the administrator may have rules or procedures whereby you may be responsible for a different amount and can seek a waiver of fees charged to you by the administrator and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this Arbitration Agreement to be enforced.

**f. The arbitrator's decision.** At the timely request of either party, the arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the arbitrator's decision (the "award") may be entered by any court having jurisdiction.

**Severability and Survival.** If any part of this Arbitration Agreement, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. This Arbitration Agreement shall survive repayment of your loan, the termination of your Loan Agreement and the termination of any relationship between us. It will also survive any bankruptcy to the extent consistent with applicable bankruptcy law.

**Effect of Arbitration Award; Appeal.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA.

**Right to Reject Arbitration Agreement.** You may reject this Arbitration Agreement, and therefore not be subject to being required to resolve any claim, dispute or controversy by arbitration, by sending us a Written Rejection Notice so that we receive it within forty-five (45) days after the Effective Date stated in this Loan Agreement. In order for a Written Rejection Notice to be valid and effective, it must: (a) state that you (or both or all of you, if more than one) wish to reject the Arbitration Agreement; (b) state your name, address and account number; (c) be signed by you and any other person who is rejecting the Arbitration Agreement; and (d) be sent by certified mail, return receipt requested, to Chief Operating Officer, 1212 Broadway, Suite 300, Oakland, CA 94612, Attn: Arbitration Rejection. Upon receipt of this notice, we will reimburse you for the standard cost of a certified letter. These are the only procedures you can use to reject the Arbitration Agreement.

Rejection of this Arbitration Agreement will not affect any remaining terms of the Loan Agreement and will not result in any adverse consequence to you or your loan. **This Arbitration Agreement will apply to you and us and to your loan as of the date of your Loan Agreement unless you reject it by providing proper and timely notice as stated above.**

**17. WAIVER OF TRIAL BY JURY.** IF A DISPUTE IS RESOLVED IN COURT RATHER THAN ARBITRATION, YOU KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT YOU HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BY US AGAINST YOU OR BY YOU AGAINST US INVOLVING THIS LOAN AGREEMENT.

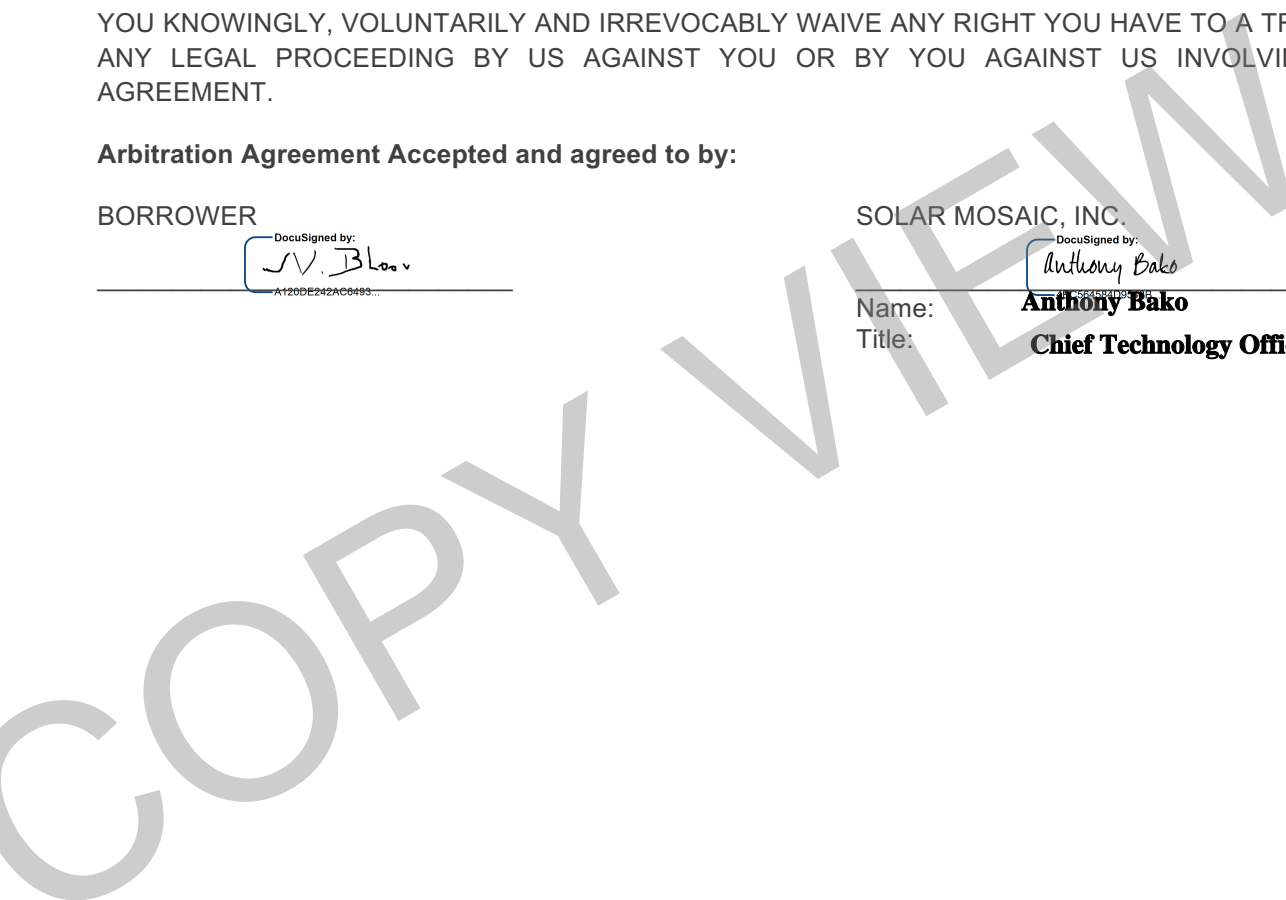
**Arbitration Agreement Accepted and agreed to by:**

BORROWER

DocuSigned by:  
*S.V. Bl...*  
A120DE242AC0493...

SOLAR MOSAIC, INC.

DocuSigned by:  
*Anthony Bako*  
Name: **Anthony Bako**  
Title: **Chief Technology Officer**



Solar Mosaic, Inc. | www.joinmosaic.com  
1212 Broadway, Suite 300, Oakland, CA 94612  
loanotices@joinmosaic.com | 855.746.7849  
CA Finance Lenders License 6054631  
Home Solar Loan Agreement Number: \_\_\_\_\_



**Exhibit A**

[Form of Loan Closing Certificate]

**LOAN CLOSING CERTIFICATE**

**Borrower:**  
**Email:**  
**Phone:**

**Residence Address:**

**Home Solar Loan Agreement Number:**

**Effective Date:**

**SYSTEM DESCRIPTION**

Solar System (kW):  
Installation Contractor:  
Operations and Maintenance Contractor:

Date of Home Improvement Agreement:  
Home Improvement Agreement Number:

**PAYMENT TERMS**

**Mosaic Choice Loan**

**Mosaic Adjusted Loan**

Choice Interest Rate\*: Section 3

Choice Monthly Payment: Section 3

Adjusted Monthly Payment: Section 3

**To keep your Choice Monthly Payment:**

Choice Balance Date: Section 3

Choice Balance Target: Section 3

**LOAN SUMMARY**

Term: Purchased Goods Loan Amount: Section 2

Number of Monthly Payments: Operations and Maintenance

Loan Start Date: Section 1 Loan Amount: Section 2

First Payment Date<sup>(est.)</sup>: Section 3 Principal total (P):

Recurring Payment Day: Section 3 Interest total (I):

Maturity Date: Section 3 Total Loan Amount (P+I): Section 2

Loan Disbursement Schedule: Section 5

Equipment Received Disbursement:

Install Complete Disbursement:

Final Loan Disbursement:

You indicated in your application that you will make loan payments by Automated Clearing House ("ACH"), therefore your Choice Interest Rate includes a 0.25% reduction from the annual percentage rate ("APR"). The APR will increase by 0.25% if you terminate ACH payments or are not current on your loan payments. An increase will result in more payments of the same amount and a higher finance charge.

Solar Mosaic, Inc. | www.joinmosaic.com  
1212 Broadway, Suite 300, Oakland, CA 94612  
loanotices@joinmosaic.com | 855.746.7849  
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Home Solar Loan Agreement Number: \_\_\_\_\_



**NOTICE OF CANCELLATION**

\_\_\_\_\_  
(Enter date of transaction)

**You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send a telegram to Solar Mosaic, Inc., Attn.: Home Solar Loan Department, 1212 Broadway, Suite 300, Oakland, California 94612 NOT LATER THAN MIDNIGHT OF**

\_\_\_\_\_.

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

Solar Mosaic, Inc. | www.joinmosaic.com  
1212 Broadway, Suite 300, Oakland, CA 94612  
loanotices@joinmosaic.com | 855.746.7849  
CA Finance Lenders License 6054631  
Home Solar Loan Agreement Number: \_\_\_\_\_



**RHODE ISLAND NOTICE OF CANCELLATION**

\_\_\_\_\_  
(Enter date of transaction)

**You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date.**

**If you cancel, the cancellation notice must state that you do not wish to be bound by the agreement and mailed by registered or certified mail not later than midnight three (3) days following the buyer's signing of the agreement, excluding Sunday and any holiday on which regular mail deliveries are not made. All cancellations must be mailed to: Solar Mosaic, Inc., Attn.: Home Solar Loan Department, 1212 Broadway, Suite 300, Oakland, California 94612.**

**I HEREBY CANCEL THIS TRANSACTION**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

COPY VIEW

Solar Mosaic, Inc. | www.joinmosaic.com  
1212 Broadway, Suite 300, Oakland, CA 94612  
loanotices@joinmosaic.com | 855.746.7849  
CA Finance Lenders License 6054631  
Home Solar Loan Agreement Number: \_\_\_\_\_



**NEW JERSEY NOTICE OF RIGHT TO CANCEL**

NOTICE TO RETAIL BUYER: YOU MAY RESCIND THIS SALE PROVIDED THAT YOU NOTIFY THE RETAIL SELLER OF YOUR INTENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTMARKED NOT LATER THAN 5:00 O'CLOCK P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE SALE. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES AGAINST THE RETAIL SELLER YOU MAY POSSESS. IF YOU WISH, YOU MAY USE THIS PAGE AS NOTIFICATION BY WRITING 'I HEREBY RESCIND' AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS RECEIPT IS PROVIDED BY THE RETAIL SELLER FOR YOUR RECORDS.

COPY VIEW



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1212 Broadway, Suite 300, Oakland, CA 94612  
loanotices@joinmosaic.com | 855.746.7849  
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Home Solar Loan Agreement Number: \_\_\_\_\_



**NORTH DAKOTA NOTICE OF CANCELLATION**

\_\_\_\_\_  
(Enter date of transaction)

**You may CANCEL this transaction, without any Penalty or Obligation within THREE BUSINESS DAYS from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**Buyer acknowledges receiving an oral notification that the buyer may cancel this transaction at any time before midnight of the THIRD business day after the date of this transaction or fifteen business days if the buyer is sixty-five years of age or older.**

\_\_\_\_\_  
(Date)

**To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send an electronic mail message to legalnotices@joinmosaic.com, to Solar Mosaic, Inc., Attn.: Home Solar Loan Department, 1212 Broadway, Suite 300, Oakland, California 94612 NOT LATER THAN MIDNIGHT OF \_\_\_\_\_.**

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Print Name)

Solar Mosaic, Inc. | www.joinmosaic.com  
1212 Broadway, Suite 300, Oakland, CA 94612  
loanotices@joinmosaic.com | 855.746.7849  
CA Finance Lenders License 6054631  
Home Solar Loan Agreement Number: \_\_\_\_\_



**NORTH DAKOTA NOTICE OF CANCELLATION**

\_\_\_\_\_  
(Enter date of transaction)

**You may CANCEL this transaction, without any Penalty or Obligation within FIFTEEN BUSINESS DAYS from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**Buyer acknowledges receiving an oral notification that the buyer may cancel this transaction at any time before midnight of the third business day after the date of this transaction or FIFTEEN business days if the buyer is sixty-five years of age or older.**

\_\_\_\_\_  
(Date)

**To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send an electronic mail message to legalnotices@joinmosaic.com, to Solar Mosaic, Inc., Attn.: Home Solar Loan Department, 1212 Broadway, Suite 300, Oakland, California 94612 NOT LATER THAN MIDNIGHT OF \_\_\_\_\_.**

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Print Name)

Solar Mosaic, Inc. | www.joinmosaic.com  
1212 Broadway, Suite 300, Oakland, CA 94612  
loannotices@joinmosaic.com | 855.746.7849  
CA Finance Lenders License 6054631  
Home Solar Loan Agreement Number: \_\_\_\_\_



**ARKANSAS NOTICE OF CANCELLATION**

\_\_\_\_\_  
(Enter date of transaction)

You are entitled to cancel the agreement or offer referred to above at any time prior to midnight of the third day, excluding Sundays and holidays, after the day you signed the agreement or offer. In the event you cancel, the seller must return to you (1) any payments made; (2) any goods or other property (or a sum equal to the amount of the trade-in allowance given therefor); and (3) any note or other evidence of indebtedness, given by you to the seller pursuant to or in connection with the agreement or offer. After cancellation, the seller is entitled to receive back from you at your address any goods previously delivered by him or her to you in substantially the same condition as delivered, providing he or she has returned any payments and goods or other property received from you, to the extent indicated above. If the seller does not call for his or her goods at your address within twenty (20) days after you give notice of cancellation, you may keep them as your own.

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO: Solar Mosaic, Inc., Attn.: Home Solar Loan Department, 1212 Broadway, Suite 300, Oakland, California 94612**

**NOT LATER THAN MIDNIGHT OF \_\_\_\_\_.**

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Print Name)

COPY VIEW

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1212 Broadway, Suite 300, Oakland, CA 94612  
loanotices@joinmosaic.com | 855.746.7849  
CA Finance Lenders License 6054631



## California Finance Lenders Law Statement of Loan

Date: **5/5/2017**

Borrower Full Name: **Nikki Bloom**

Lender Name: **Solar Mosaic, Inc. ("Mosaic")**

Lender Address: **1212 Broadway, Suite 300, Oakland, CA 94612**

Lender's License Number: **6054631**

Home Solar Loan Agreement Number: **70738**

Borrower Address: **1711 Capri Cir, Palm Springs, CA 92264**

1. This loan is made pursuant to the California Finance Lenders Law, Division 9 (commencing with Section 22000) of the California Finance Code. The above-named lender is a licensed finance lender, Department of Business Oversight California Finance Lenders License No. 6054631.
2. Acknowledgment of Truth-in-Lending Disclosure. You acknowledge receipt of the Federal Truth-in-Lending Disclosure Statement, incorporated by reference herein, which shows the date, amount and maturity of your loan, how and when repayable, the nature of the security for the loan, if any, and the annual percentage rate of the loan calculated pursuant to Regulation Z promulgated by the Board of Governors of the Federal Reserve System (12 CFR 226).
3. You understand that payment may be made in advance and in any amount on any contract of loan at any time.
4. The California Finance Lenders Law requires that a licensed finance lender obtain a signed statement from a borrower as to whether any person has performed any act as a broker in connection with the making of a loan.

Has any person performed any act as a broker in connection with the making of your loan?

Yes:  No:

If any person has performed any act as a broker in connection with your loan, please DO NOT SIGN THIS FORM OR CONTINUE WITH YOUR APPLICATION, but instead print a copy of this form, check the box immediately above "Yes", sign the form and send to Mosaic along with the name of the person who will receive payment for broker services and a statement of all sums paid or payable to such person by either (1) sending an email to [loanotices@joinmosaic.com](mailto:loanotices@joinmosaic.com), including "HSL Broker Notification" in the subject line or (2) sending a letter to Attn: HSL Broker Notification, 1212 Broadway, Suite 300, Oakland, CA 94612.

By signing below, you acknowledge that you have received and read this disclosure:

DocuSigned by:  
  
 \_\_\_\_\_ Date: **5/5/2017**  
 A120DE242AC6493...

Solar Mosaic, Inc. | [www.joinmosaic.com](http://www.joinmosaic.com)  
 1212 Broadway, Suite 300, Oakland, CA 94612  
[loannotices@joinmosaic.com](mailto:loannotices@joinmosaic.com) | 855.746.7849  
 CA Finance Lenders License 6054631



## FACTS

### WHAT DOES SOLAR MOSAIC, INC. ("MOSAIC") DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Mosaic chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Mosaic share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

#### Questions?

Call toll-free (855) 746-7849 or go to [www.joinmosaic.com](http://www.joinmosaic.com)

What we do	
How does Mosaic protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also restrict access to your personal information to those employees who need to know this information to perform their job duties.</p>
How does Mosaic collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ give us your income information</li> <li>■ provide employment information</li> <li>■ provide account information</li> <li>■ show your driver's license or government issued ID</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Mosaic Solar Investments LLC, a California limited liability company, a wholly owned subsidiary of Mosaic. Mosaic Warehouse, LLC, a Delaware limited liability company, a wholly owned subsidiary of Mosaic. Solar Mosaic Development 1, LLC, a California limited liability company, a wholly owned subsidiary of Mosaic.</p>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p>

Solar Mosaic, Inc. | www.joinmosaic.com  
1212 Broadway, Suite 300, Oakland, CA 94612  
loanotices@joinmosaic.com | 855.746.7849  
CA Finance Lenders License 6054631



# ECOA and FCRA Notices

## EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, sexual orientation, military status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Consumer Financial Protection Bureau, P.O. Box 4503, Iowa City, Iowa 52244.

## FAIR CREDIT REPORTING ACT DISCLOSURE

This notice is given pursuant to the Fair Credit Reporting Act. As part of processing your application for your loan, we intend to request consumer reports bearing on your creditworthiness, credit standing and credit capacity. If we deny your application based on information from the consumer reporting agencies, you have a right under the Fair Credit Reporting Act to a free copy of your credit report from the consumer reporting agencies, if you request it from the consumer reporting agencies no later than sixty (60) days after you receive notice of the denial of your application. In addition, if you find that any information contained in the reports is inaccurate or incomplete, you have the right to dispute the matter with the relevant consumer reporting agency. The consumer reporting agencies did not play any role in our decision and is not able to provide the reasons for any credit denial by us.

Consumer Reporting Agency: Experian

Telephone Number: (888) 397-3742

Address: P.O. Box 4000, Allen, TX 75013

Consumer Reporting Agency: Equifax

Telephone Number: (800) 685-1111

Address: P.O. Box 740256, Atlanta, GA 30374

Consumer Reporting Agency: TransUnion

Telephone Number: (800) 916-8800

Address: P.O. Box 2000, Chester, PA 19022-2000

Solar Mosaic, Inc.  
Attn: Home Solar Loan Department  
1212 Broadway, Suite 300  
Oakland, CA 94612  
CA Finance Lenders License 6054631  
Home Solar Loan Agreement Number: 70738



(855) 746-7849  
loanotices@joinmosaic.com  
www.joinmosaic.com

**NOTICE OF CANCELLATION**

05/05/2017

(Enter date of transaction)

**You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send a telegram to Solar Mosaic, Inc., Attn.: Home Solar Loan Department, 1212 Broadway, Suite 300, Oakland, California 94612 NOT LATER THAN MIDNIGHT OF 05/10/2017.**

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Print Name)