

IMPORTANT INFORMATION ABOUT YOUR SUNGAGE LOAN

UNDERSTAND THE VARIOUS PARTIES AND CONTRACTUAL RELATIONSHIPS

Sungage Financial, LLC ("Sungage") is a third-party service provider to Hatch Bank, a California Chartered Industrial Bank insured by the FDIC (the "Bank"). Sungage works with installers to make solar systems more affordable for homeowners. Sungage is neither a lender nor an installer but bridges the gap between installers and financing through its partnership with Hatch Bank.

Your loan document is between you and the Bank. Please review your loan agreement and other disclosures provided in your loan package carefully before signing your loan agreement.

Your purchase of the solar system is subject to a separate installation contract between you and your installer. Neither the Bank nor Sungage are a party to your installation contract and your installer is not authorized to make any promises on our behalf. Please review your installation contract carefully and discuss any questions with your installer.

UNDERSTAND THE COST OF YOUR SYSTEM AND POTENTIAL SAVINGS

Although a solar system has the potential to yield substantial savings, it is important that you evaluate the cost of your system based on your particular situation. The full amount of our loan proceeds may not be paid directly to your installer. Your Installation Contractor may have agreed to receive a lower cash payment and instructed the Bank to send or retain a portion of their proceeds to other parties, including the Bank, to satisfy fees they owe in connection with your loan (this type of fee is sometimes referred to as "Sellers Points"). This fee is paid by the installer to participate in our lending program and access lower interest rate financing products. Neither Sungage nor the Bank impose this fee on you. You may choose to compare System costs, APRs, monthly payments and other applicable terms with those offered by other contractors and lenders before agreeing to these terms.

You may qualify for a federal Investment Tax Credit as well as other state incentives. These are specific to your particular situation and you should consult with a tax professional to determine whether you will qualify.

There is no guarantee regarding the amount of any utility savings. Your solar system's production will vary from month to month (and day to day). The solar system may not generate all of the electricity that you use. Keep in mind that savings estimates made today will not reflect future increases in your electricity usage.

By signing below, you confirm receipt of these important disclosures prior to signing your loan agreement.

BORROWER:

CO-BORROWER:

Date: _____

Date: _____

Here's What You Need to Know About Your Sungage Financing

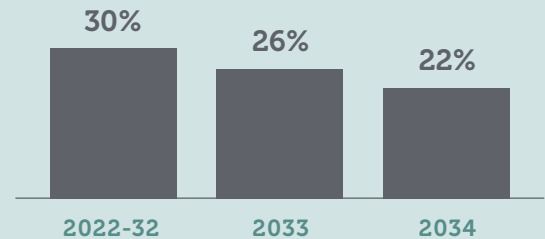
Take Advantage of the Solar Investment Tax Credit (ITC)

The ITC is a federal tax credit that can be used to decrease the tax liability of homeowners who install a solar system.

To benefit from this credit, you will need to have tax liability. Some homeowners may not owe enough taxes to take advantage of the entire credit. Unused portions may be carried forward to future tax years. Individual tax circumstances vary, so you should always consult a tax professional.

In addition to the ITC, you may be eligible for local incentives that might help lower the amount you pay. Visit our website to learn more at <https://www.sungage.com/blog/understanding-solar-tax-credits>.

Solar Investment Tax Credit



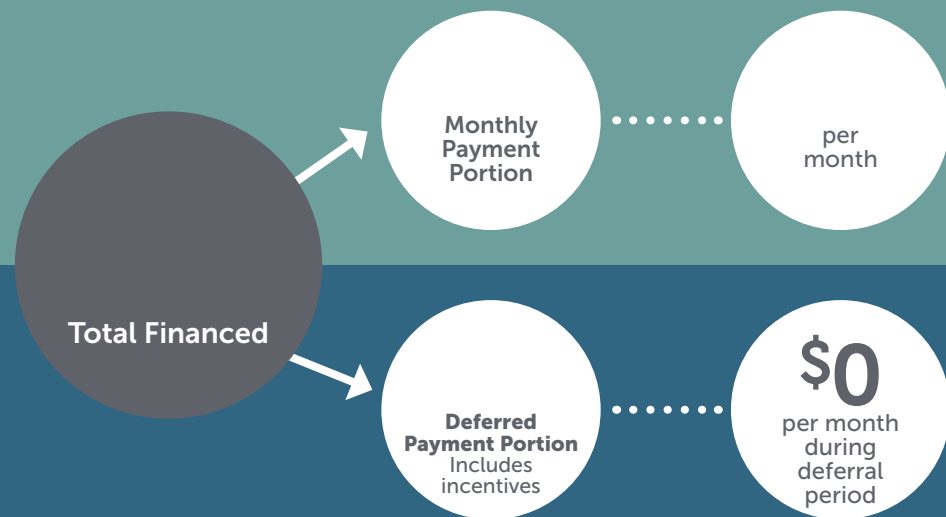
Source: Solar Investment Tax Credit (ITC)

Monthly Payment Portion

This is your monthly payment amount based on a APR* and a loan term.*

*APR assumes 0.25% discount if you signed up for automated payments.

Your financing contains two parts:



Deferred Payment Portion

This amount is "deferred" or set aside with no payment during the deferral period.

The Deferred Payment Portion is Re-amortized:

If the Deferred Payment Portion isn't paid in full by the end of the deferral period, any remaining balance is added to the Monthly Payment Portion. Loan payments are then recalculated at the original interest rate and the monthly payment will increase to an estimated amount of \$

You can pay down the amount you owe with the prepayment of lump sums of more than \$2,500 after the Deferred Payment Period has ended in order to lower your monthly payment.

Always consult with a tax professional regarding your individual tax situation and expectations for receiving the tax credit. The re-amortization date only applies to borrowers who have a Deferred Payment Portion. Sungage loans are issued by Hatch Bank, a California Chartered Industrial Bank.

Is There a Lien on My Home?

No lien is taken on the home, but there will be a lien recorded in the real property registry on the newly installed solar energy system. It is discoverable in the same way a lien on your home would be.





Hatch Bank
1001 W San Marcos Blvd
San Marcos, CA 92078

Application Number:
Borrower:
Co-Borrower:
Date:
Account Number:

Home Solar Equipment Loan Approval Notice

Approval Date:

Total Financed Amount:

Lender:

Interest Rate:

without auto-debit
with auto-debit

Hatch Bank c/o Sungage Financial
38 Chauncy Street, Floor 6,
Boston, MA 02111

Initial Monthly Payment:

without auto-debit
with auto-debit

Residence:

Loan Term:

Borrower phone:

Approval assumes the following project components:

Solar System:

Borrower email:

Battery (Electric Storage System):

Roof:

Deferred Payment Portion:

Installer:

Deferred Payment Portion Reamortization Date:

Approximate monthly payment starting in month 19 if no
voluntary prepayments are made in the first 18 months:

Approval Stipulations:

The loan is approved pending the following items:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Approval Period:

This loan approval expires on the 180th day following the Approval Date, provided that
Lender may extend the Approval Period in its sole discretion.

Application number:

SLD-C V2

Funding Conditions:

The loan is subject to various conditions prior to funding, including, without limitation, lender review and approval of items set forth in Approval Stipulations above and receipt, review and approval of the following:

1. Executed Installation Agreement with an authorized Installer
2. All cancellation periods associated with the Installation Agreement have passed
3. Executed Home Solar Equipment Loan and Security Agreement
4. Confirmation of completion of installation work by your Installer

Loan Disbursements:

Provided all Approval Stipulations are met, this Loan will be funded in up to two disbursements upon the completion of all Funding Conditions.

This Loan Approval Notice constitutes an addendum to the Home Solar Equipment Loan and Security Agreement by and between Hatch Bank, as Lender, and the Borrower(s) noted above, identified pursuant to the App ID number stated above.

In addition to the conditions listed above, we may cancel the loan, in whole or in part, prior to a disbursement if: (a) you have provided any false, misleading, or incomplete information to us including in connection with this Loan Agreement, the application for this Loan Agreement, and the authorization to release payment to your Installer; (b) you file or have instituted against you any bankruptcy or insolvency proceedings or you make any assignment for the benefit of creditors; (c) there is a material change to your creditworthiness; (d) if the Installer is suspended from receiving funds from us for any reason; or (e) we determine Sungage is in breach or is otherwise unable to perform in accordance with its agreement with Lender.

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURE STATEMENT

ITEMIZATION OF AMOUNT FINANCED

Application Number:

Date:

Borrower:

Installation Address:

Co-Borrower:

Lender: Hatch Bank c/o Sungage Financial
38 Chauncy Street, Floor 6, Boston, MA 02111
customerservice@sungagefinancial.com

ANNUAL PERCENTAGE RATE ("APR") The cost of your credit as a yearly rate.	FINANCE CHARGE 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.
Your payment schedule will be:			
NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS (e)	WHEN PAYMENTS ARE DUE (e)	
17		MONTHLY, starting 60 days from Disbursement	
		MONTHLY, starting 19 months from Disbursement	
1		At Maturity	
Variable Rate: ☐ If the box to the left is checked, you have enrolled in our automatic payment program and the APR reflects a 0.25% discount on your annual interest rate due to your election. If you revoke this election (or we end it because we are unable to process such a payment or for any other reason), you will no longer receive the discount and your annual interest rate will increase by 0.25% (which will correspondingly increase your APR) as of any day we choose after the date of your most recent scheduled payment. Any interest rate increase before payment 17 will result in higher payment amounts starting with payment 18. Any later increase will result in a higher final payment. Your interest rate will not increase more than the amount of the discount at any one time or during the life of the loan. Security: You are giving a security interest in: (1) the personal property you are purchasing in this transaction (solar panels, inverters, electricity storage equipment and any other readily detachable equipment included in your solar system); and (2) all rebates and incentives, not assigned to your Installation Contractor, that are payable as a result of the installation and operation of your Solar System. Late Charge: If a payment is more than ten (10) days late, we will charge the greater of \$25 or 5% of the late payment. Prepayment: If you pay off your Loan early, in whole or in part, you will not have to pay a penalty. Insurance: You must maintain a homeowners' insurance policy or equivalent policy in an amount equal to the full replacement cost of the home plus the full replacement and installation cost of your Solar System. The insurance carrier providing insurance may be chosen by you. See the Home Solar Equipment Loan and Security Agreement below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds. "(e)" means an estimate.			

THE DISCLOSURES ABOVE DO NOT REFLECT ANY VOLUNTARY PREPAYMENTS YOU MAY CHOOSE TO MAKE. IF YOU MAKE ALL PAYMENTS WHEN DUE AND ALSO PREPAY AT LEAST _____ BY THE DEFERRED PAYMENT PORTION REAMORTIZATION DATE, YOUR SUBSEQUENT PAYMENTS WILL REMAIN APPROXIMATELY THE SAME AMOUNT AS THE FIRST 17 PAYMENTS OR DECLINE.

Application number:

SLD-C V2

Variable Rate Example: If you authorized ACH payments at consummation and cancel your authorization immediately after your Deferred Payment Portion Loan Maturity, you would stop receiving the 0.25% annual interest rate discount and your annual interest rate would increase by this amount. Your remaining monthly payments would increase to approximately _____ (assuming you do not make a voluntary prepayment).

ITEMIZATION OF AMOUNT FINANCED

Amount Financed/Gross Amount Due to Installation Contractor: _____

Your Installation Contractor may pay the Bank a fee for us to make the Loan available to you or for providing credit on certain terms. Your Installation Contractor may have agreed that we retain a portion of your loan proceeds to satisfy its payment obligations. The Amount Financed shown is not reduced by any such fee and you remain contractually bound to repay the full Amount Financed.

See the IMPORTANT INFORMATION ABOUT YOUR SUNGAGE LOAN disclosure document for more details.

INSURANCE

You must maintain homeowners' insurance under a Homeowners 3 – Special form or equivalent policy covering the Solar System you are purchasing and your residence. Your insurance must cover the full replacement cost of the home plus the full replacement and installation cost of your Solar System. It must also meet certain other requirements set forth in Section 7.g of your Home Solar Equipment Loan and Security Agreement. You may obtain all required insurance from any insurance company of your choice that is reasonably acceptable to us.

ESTIMATES

The Payment Schedule is estimated and subject to adjustment, depending on when loan proceeds are disbursed to your Installation Contractor.

By providing your electronic signature below, you acknowledge that you have read and received a complete copy of this TILA Disclosure Statement before signing your Home Solar Equipment Loan and Security Agreement.

BORROWER

CO-BORROWER

Date: _____

Date: _____

Home Solar Equipment Loan and Security Agreement

THIS HOME SOLAR EQUIPMENT LOAN AND SECURITY AGREEMENT ("AGREEMENT") IS LEGALLY BINDING AS OF THE DATE THIS AGREEMENT HAS BEEN SIGNED BY ALL BORROWERS ("EFFECTIVE DATE"). IN THIS AGREEMENT THE WORDS "YOU" AND "YOUR" REFER TO EACH BORROWER AND EACH BORROWER'S PERMITTED SUCCESSORS AND ASSIGNEES, AND THE WORDS "LENDER," "WE," "US" AND "OUR" REFER TO HATCH BANK, AND ITS SUCCESSORS AND ASSIGNEES. CAPITALIZED TERMS USED HEREIN THAT ARE NOT OTHERWISE DEFINED BELOW ARE DEFINED ON THE HOME SOLAR EQUIPMENT LOAN APPROVAL NOTICE ("LOAN APPROVAL"), OR TRUTH IN LENDING DISCLOSURE STATEMENT ("FEDERAL DISCLOSURE STATEMENT") EACH OF WHICH IS INCORPORATED HERE BY REFERENCE. THIS AGREEMENT SUPERSEDES ANY PRIOR AGREEMENT BETWEEN YOU AND US CONCERNING THE SAME SUBJECT MATTER.

For value received, you promise to pay to Lender the Total Financed Amount (also called "principal") with interest, and agree to make all payments in accordance with this Agreement. You understand that the FINANCE CHARGES and TOTAL OF PAYMENTS shown in the Federal Disclosure Statement are based on the assumption that all payments are made on or by the due date and you agree you may be liable for fees, including collection costs, and additional FINANCE CHARGES as a result of your failure to do so.

Collateral: ☐ Solar System ☐ Electrical Storage System

1. INTRODUCTION. The parties (each, a "Party" and collectively, the "Parties") to this Agreement are you and Hatch Bank. You submitted an application to us for a loan to finance the Solar Equipment purchase and installation ("Loan Application"), which Loan Application we have approved, as presented in the Loan Approval. The purpose of this loan is to finance your purchase of solar panels or geothermal home energy system and related equipment, including, but not limited to, inverters, racking systems, hot water solar systems, wiring, electrical and mechanical connections, metering, monitoring, roofing, and/or other distributed generation interconnection equipment ("Solar System") and/or electricity storage units and all related equipment ("Electrical Storage System"), together referred to as the "Solar Equipment", to be installed at the address set forth on the Loan Approval ("Residence"). You will purchase from, and contract for the installation of the Solar Equipment with, your installation contractor (the "Installer") pursuant to a solar installation agreement ("Installation Agreement").

Application number:

By signing this Agreement you commit to borrow money from Hatch Bank to install the Solar Equipment at your Residence. Your home solar equipment loan ("Loan") will be used solely to finance Solar Equipment installed at your Residence, which shall be limited to your primary residential home dwelling, any vacation property or second home. Your Loan may not be used to install Solar Equipment at any business or commercial establishment. By signing this Agreement you also will pledge the Solar Equipment as collateral to secure your Loan as set forth more fully in Section 6, below.

This Agreement sets forth the terms applicable to the Loan. The Loan Approval, Federal Disclosure Statement, and unless you are a "covered borrower" under the Military Lending Act, the Arbitration Clause (Exhibit A) (each an "Addendum" and together with this Agreement, the "Loan Documents") are incorporated herein by reference and made a part of this Agreement unless the contrary is stated in any Loan Document. In case of any conflict of terms between the Loan Documents, this Loan and Security Agreement shall govern. In case of any conflict of terms between the Installation Agreement with your Installer and this Loan and Security Agreement, this Loan and Security Agreement shall govern.

EXHIBIT A CONTAINS A BINDING ARBITRATION AGREEMENT AND JURY TRIAL WAIVER ("ARBITRATION CLAUSE"). THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM CAREFULLY.

You understand that Lender and our partner, Sungage Financial, LLC ("Sungage") exercise no oversight over and have no responsibility or liability for the Installer's work or the installation of the Solar Equipment. You also understand that the Installer is not an agent of Lender nor Sungage and is not authorized to make any agreement or commitment on our behalf. Your obligation to repay this loan is independent of the level of performance of your installed Solar Equipment. You agree to hold Lender, Sungage, and their respective agents harmless in any claim against your Installer.

2. INTEREST.

The unpaid principal balance of your Loan shall accrue interest in arrears from the date of the First Disbursement until the Loan is paid in full at a fixed per annum rate of interest equal to the Interest Rate described above. All computations of interest are calculated on a per annum basis and shall be made by Lender on the basis of a three hundred sixty-five (365) day year, in each case for the actual number of days occurring in the period for which such interest is payable.

The interest rate may be subject to discount as Lender may, from time-to-time, offer discounts such as for enrollment in auto payment programs. Unless prohibited by applicable law, the interest rate described in this Loan and Security Agreement is the interest rate you will pay before and after any Default described below, after the initiation of collection proceedings and after the commencement of any proceeding to collect unpaid amounts under this Agreement.

3. TERMS OF PAYMENT, REPAYMENT.

a. Repayment.

(i) Your first monthly payment is due and payable sixty (60) days after the date of the First Disbursement ("Regularly Scheduled Payment Due Date"). Payments received will be applied in accordance with Lender policy and as permitted by law.

(ii) *Maturity.* The Loan matures and is payable in full on the date that is the Regularly Scheduled Payment Due Date in the Loan Term number of years after the date of the First Disbursement.

(iii) *Credit Reporting.* To the extent permitted by law, we may report information about your Loan to credit bureaus. Late payments, missed payments or other defaults on your Loan may be reflected on your credit report.

b. Payment Method. All payments due to Lender shall be paid in immediately available funds (which shall be the exclusive means of payment hereunder) in United States Dollars at the address outlined in Section 13, Notices, below. When you provide a check as payment, you authorize us to use information from the check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day you make a payment and you will not receive your check back from your financial institution.

c. Prepayments. You may prepay your Loan, in whole or in part, at any time without penalty. You will only be charged Finance Charges to the date you repay the entire Loan. You may make larger payments which will not change your scheduled monthly payment amount (except as described in Section 3.d. below), but may reduce the total amount of Finance Charges and the total number of monthly payments required to repay your Loan. Prepayments will be applied as provided in Section 3.a.i. You agree not to send us payments marked "paid in full", "without recourse" or similar language. If you send such a payment, we may accept it without losing any of our rights under the Loan Documents and you will remain obligated to

pay any further amount owed. You are not required to make any prepayments in excess of the above payment schedule.

d. Reamortization. On the Deferred Payment Portion Reamortization Date, so long as you are not in default under this Agreement, your Loan will re-amortize over the remaining scheduled Loan Term so that all amounts owed may be repaid with interest in substantially equal monthly payments. Depending on the unpaid principal balance of the Loan on the Reamortization Date, your re-amortized monthly payment may increase substantially, or may decrease or be unchanged from the originally scheduled monthly payments due. We have designed the Loan so that if you make all scheduled payments on time and also voluntarily prepay principal in an amount equal to the Deferred Payment Portion by the Reamortization Date, your re-amortized monthly payments after the 17th monthly payment through the end of your scheduled Loan Term will be approximately equal to your initial monthly payment. Subsequent reamortizations after the Deferred Payment Portion Reamortization Date may be approved at the Lender's discretion.

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 for each failed electronic or check payment attempt. This fee is subject to our then-current fee policy which will be provided upon request. Your bank may assess its own fee in addition to the fee we assess.

b. Late Payment Fee. To the extent permitted by applicable law, if a payment is more than ten (10) days late, we will charge you a non-refundable late fee of the greater of five percent (5%) of the unpaid principal and interest due or \$25 for each occurrence.

c. Assumption/Transfer Application Fee. This fee is subject to our then-current fee policy which will be provided upon request. Any unpaid fees will be added to the amounts due under your Loan.

d. Termination Fee. At the time this Loan pays off, you will be responsible for a fee to cover UCC and real estate record termination fees and related administrative fees for processing UCC and real estate record filings. This fee is subject to our then-current fee policy which will be provided upon request.

e. Service Fee. If you request subordinations or other related transactions, including transfers or modifications of your obligations under this Loan, you will be responsible for our external and administrative costs for processing your request. This fee is subject to our then-current fee policy which will be provided

upon request. Any unpaid fees will be added to the amounts due under your Loan.

- f. Other Fees. You will be responsible for collection costs.

5. LOAN DISBURSEMENTS; INSTALLER PERFORMANCE ISSUES. You agree that we will disburse the Loan proceeds on your behalf to your Installer (or the equipment manufacturer or another supplier if directed to do so by the Installer) pursuant to conditions set forth in the Loan Approval. We reserve the right to update, revise and/or remove the conditions necessary for loan disbursements to be disbursed; provided, however, we will not disburse any funds prior to completion of installation unless specifically set forth in the Loan Approval. In the event that you fail to confirm that certain conditions have been met, we may decide, in our discretion, to still disburse loan proceeds to your Installer (or the equipment manufacturer or another supplier if directed to do so by the Installer) if we determine that all conditions were satisfactorily met. In the event you become aware of any failure of your Installer to timely complete the installation of your Solar System, you agree to give us prompt written notice. In such event you agree that (a) we or Sungage may retain one or more properly licensed substitute provider ("Remediation Service Provider") to perform the Installer's obligations under the Installation Agreement and/or correct any deficiencies in the Solar System; and (b) you will afford the Remediation Service Provider a reasonable period of time to perform their work. If a Remediation Service Provider is engaged, you agree to complete an updated Authorization to Disburse Funds and you agree we may disburse any remaining Loan proceeds to your Remediation Service Provider pursuant to the terms of this Agreement. You agree that we are not liable for the performance, non-performance, or wrongful acts or omissions of any Remediation Service Provider. You will fully cooperate with us, Sungage and any Remediation Service Provider, including without limitation providing any Remediation Service Provider full access to the Residence.

6. GRANT OF SECURITY INTEREST IN COLLATERAL.

- a. 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 and assets (collectively "Collateral"), whether you own it now or acquire it later, whether now existing or hereafter arising, regardless of where the Collateral is located:

- (i) All Solar Equipment as outlined in this Agreement;
- (ii) all attachments, accessories, tools, batteries, parts, supplies, replacements of and additions to all or any portion of the Solar Equipment;
- (iii) all claims of any type or nature, including warranty claims related to the Solar Equipment or the Installation Agreement;
- (iv) all rebates and incentives (including without limitation environmental incentives) that are payable as a result of installing or using the Solar Equipment (including but not limited to SRECs), except for such rebates and incentives which have been assigned to your Installer;
- (v) all your rights, title, interests, and remedies under all agreements, books, records, statements and documentation and other general intangibles relating to the Collateral (including, without limitation, the Installation Agreement and any other agreement related to the performance, operation, or repair of the Solar Equipment);
- (vi) all consideration received from the operation, collection, sale or other disposition of any property that constitutes Collateral, including any payment received from any insurer arising from any loss, damage or destruction of any Collateral and any other payment received as a result of possessing all or any portion of the Collateral;
- (vii) all supporting obligations; and
- (viii) all products and proceeds of and all accessions to, substitutions and replacements for and rents, profits and products of, each of the foregoing and proceeds of any insurance, indemnity, warranty or guaranty payable to you from time to time with respect to any of the foregoing.

- b. Financing Statements. You authorize us to file a UCC financing statement, a fixture filing, a copy of this Agreement and any other documents necessary or desirable to evidence, perfect, protect and/or continue our security interest in the Collateral. You agree to sign any documents and to take any other actions that we might reasonably request to evidence, perfect, protect and/or continue our security interest in the Collateral.

- c. Refinancings. If a lender making a loan secured by the Residence, including but not limited to the refinance of an existing mortgage, determines that the Solar Equipment is deemed to be part of the Residence and objects to our interest in the Solar Equipment taking priority over its interest in the Residence, we will, upon request and subject to fees outlined in Section 4, confirm to any such lender that our lien is limited to the Solar Equipment and does not extend to any part of the Residence.

7. ADDITIONAL OBLIGATIONS AND REPRESENTATIONS.

a. Ownership. You represent and covenant that:

- (i) the Residence is your primary residential home dwelling, vacation property or second home, that the Residence is considered real property and that it is not a business or commercial establishment;
- (ii) you are, or a revocable trust controlled by you is, [the] [a] fee simple owner of the Residence and the Collateral;
- (iii) you are not, and will not be, in breach of your Installation Agreement;
- (iv) you have not entered into a home equity conversion mortgage or other similar agreement where a lender has agreed to make advances over time secured by an interest in the Residence (a "Reverse Mortgage");
- (v) the Residence is permanently affixed to the ground; you (or a revocable trust controlled by you) owns the roof; and
- (vi) the Collateral is not subject to any interest or lien, other than that permitted under this Agreement, and you will not allow such interest or lien to attach to the Collateral, whether by your action, inaction, or operation of law.

b. Additional Agreements. You irrevocably grant us, to the extent permitted by law, 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 and under this Agreement, including without limitation our rights under Section 6.b. and our rights if you are in Default. 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.

c. Collateral Access. You agree to provide us or our designees, after receiving reasonable notice, with physical or electronic access to the Residence for the purposes of (i) inspecting the Solar Equipment and any other Collateral until this Agreement terminates or (ii) after Default, removing or disabling the Collateral or any portion thereof from the Residence. You agree to provide to us all available access to any energy production data or other data related to your Solar Equipment until this Agreement terminates and you hereby authorize any third party in control or possession of your energy production (or related) data to provide us or our designees with such energy production (or related) data. You agree to promptly

provide any documentation required by such third party to authorize provision of such data to us.

d. Personal Property. You and we both expressly intend that no portion of the Solar Equipment will constitute a "fixture" or goods that have been so related to the Residence that an interest therein arises under applicable real property law, and that the Solar Equipment is and will remain readily removable personal property. You also agree not to take any action that might cause the Solar Equipment to be treated as real property or a fixture. 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 Solar Equipment under the Uniform Commercial Code and not under state real estate or mortgage law.

e. Installation and Maintenance of Solar Equipment. You will take all steps necessary to enable the installation and proper functioning of the Solar Equipment to be completed in accordance with the Installation Agreement. You agree to maintain the Solar Equipment in good working order and in compliance with manufacturing specifications, the operating and maintenance manuals, warranty requirements provided by your Installer and all applicable law, and not to remove or modify the Solar Equipment without our prior written consent. You agree to replace any portion of the Solar Equipment that reaches its natural end of life, including, but not limited to, any inverter or battery. You agree to maintain at all times an internet connection sufficient to ensure that monitoring data for the Solar Equipment can be fully transmitted and you agree to the transmission of such data to us and Sungage either directly or through your Installer. You will allow us to remotely monitor Solar System performance and we will have the right to use any monitoring information we obtain and to disclose such information to affiliated or unaffiliated third parties for any purpose provided that we will not disclose any personally identifiable monitoring information to any unaffiliated third party for any purpose other than to facilitate maintenance or repair of the Solar System or to enforce our rights under this Agreement.

f. Taxes. You agree to pay, when due, your taxes, assessments, governmental charges, and other similar fees relating to the Collateral or the Residence that may result in a lien on any of the Collateral if not timely paid. If you fail to pay these taxes and/or other fees when due, we may, but are not obligated to, pay them on your behalf. If we pay these taxes, you agree that we may add the amounts paid to your Loan and you also agree that your monthly payments may be increased and that any amounts paid by us will be added to the unpaid principal balance of the Loan and will accrue interest at the Interest Rate described above.

Application number:

SLD-C V2

- g. Required Insurance. You agree to maintain insurance covering the Solar Equipment, whether installed on the dwelling or the property of the Residence. You agree to maintain and pay any deductibles under a Homeowners 3-Special Form, or equivalent, homeowner's policy covering the Residence. You may obtain insurance from any insurance company. You further agree that the property coverage limits will be sufficient to cover the dwelling, the property of the Residence and the full replacement and installation cost of the Solar Equipment. You agree to name us as a "named additional insured" on this policy, and to deliver a copy of the policy to us upon our request. If there is a payout under the property coverage for damage to the Solar Equipment, 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 3 of this Agreement.

You are responsible for paying any insurance deductible. If you fail to pay a premium on this required insurance coverage when due, we may, but are not obligated, to pay these premiums on your behalf. If we make such premium payments, you agree that we may add the amount paid to your Loan and you also agree that your monthly payments may be increased and that any amounts paid by us for insurance will be added to the unpaid principal balance of the Loan and will accrue interest at the Interest Rate described above.

- h. Representations. Each representation made by you in your Loan Application, this Agreement or in any other document delivered by or on behalf of you in connection with your Loan Application or this Agreement, is true and complete in all material respects when made. In addition, you hereby represent as follows:
- (i) the terms and conditions of this Loan and Security Agreement and, to the extent not in conflict with this Agreement, the Addendums, are incorporated by this reference;
 - (ii) all who sign, sign as maker and agree to be individually and jointly obligated to pay this Loan in accordance with the terms and conditions of this Agreement;
 - (iii) 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 and
 - (iv) you will comply with all applicable law that might affect your ability to perform your obligations under this Agreement or that might result in a lien on the Collateral or otherwise impair the value of the Collateral.

8. TRUST. If a revocable trust controlled by you (a "Trust") owns the Residence, then this section applies. You certify that you are fully authorized to make the following representations and warranties on behalf of the Trust and no further signatures or authorizations are required to be obtained in order to bind the Trust to the terms of this Section 8. You certify that all the information in this Agreement and related information previously provided to us concerning the Trust are true, complete and accurate in all material respects.

- a. The Trust has received a copy of this Agreement;
- b. You individually and on behalf of the Trust agree that any material misrepresentation or factual inaccuracy about the Trust (whether in this Agreement or previously provided to us) and any breach of any provision of this Agreement is a Default under this Agreement;
- c. The Trust consents to your purchase of the Solar Equipment, the Installer's installation of the Solar Equipment at the Residence, and your grant of a security interest in all Collateral described here;
- d. The Trust acknowledges that the Trust has no ownership interest in the Collateral and that none of the Collateral will constitute a "fixture" or goods that have become so related to the Residence that an interest therein arises under applicable real property law. The Trust further acknowledges that Lender may have filed or may in the future file a financing statement or precautionary filing with respect to the Collateral in the real property records of the county or municipality where the Residence is located or other applicable office to evidence, perfect, protect or continue its security interest in the Collateral;
- e. The Trust is not obligated to make any payment owed under this Agreement. However, the Trust consents to all provisions that relate to the Collateral and the Residence, including (without limitation) provisions concerning (i) the use, maintenance, transfer, sale or other disposition of the Collateral and the Residence, (ii) the maintenance of insurance on the Residence and the Solar Equipment, (iii) the payment of any taxes, assessments, charges and fees that may result in a lien on any of the Collateral, and (iv) Lender's right to access the Solar Equipment from time to time and the right to retake and/or foreclose or disable the Collateral or exercise any other right or remedy to which it is entitled under this Agreement.

9. DEFAULT. You will be in default ("Default") under this Agreement in any of the following circumstances (each an "Event of Default"):

- a. you fail to make any payment under this Agreement or any other Loan Document, within ten (10) 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. the Installation Agreement is not in full force and effect at the time of any Disbursement;
- d. you or the Installer terminate or modify the Installation Agreement without our prior written consent;
- e. you remove, modify, sell or otherwise transfer the Collateral or sell or transfer ownership of the Residence (including through condemnation) without our approval;
- f. any representation made by you in, or in connection with, your Loan Application or this Agreement or any other Loan Document is false in any material respect when made;
- g. the death of any Borrower;
- h. you attempt to assign or transfer this Agreement without our prior written consent;
- i. for any reason, we cease to have a valid and perfected first priority security interest in the Collateral or any party, including a lender that has made or subsequently makes any loan secured by the Residence, asserts that it has rights in the Collateral that are superior to our rights in the Collateral; or
- j. any of the following occurs (each a "Bankruptcy Event"):
 - (i) 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;
 - (ii) you (1) initiate or consent to any legal proceedings under the United States Bankruptcy Code, or equivalent law providing for the relief of debtors; (2) make an assignment for the benefit of creditors; or (3) have a petition in bankruptcy or similar relief of debtors filed against you, which is not withdrawn or discharged within thirty (30) days of filing.

10. REMEDIES. Our remedies if you are in Default under 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:

- (i) declare your Loan immediately due and payable (this is called "acceleration"), without giving you notice of acceleration or of our intent to accelerate, except that your Loan will become immediately due and payable to us under a Bankruptcy Event or if you sell or transfer Collateral or the Residence without our approval, regardless of whether or not we take any action;
- (ii) foreclose on the Collateral (and exercise any other rights with respect to the Collateral that we have under this Agreement or applicable law, **including remotely or physically disabling and/or removing the Solar Equipment and/or any other Collateral**) after giving any notice required by applicable law, and you hereby authorize any third party designated by us to disable and/or remove all or a portion of the Solar Equipment and/or any other Collateral after a Default;
- (iii) sell or otherwise dispose of the Collateral including any environmental incentives (including but not limited to SRECs), 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; and/or
- (iv) pursue any other remedies available to us under applicable law, including those of a secured creditor permitted by applicable law.

Louisiana Residents Only: By signing this Agreement you give us a confession of judgment for the sole purpose of executory process against the Collateral if this Loan is not paid in full as scheduled, and you waive demand for payment.

- b. Loan Acceleration. If your Loan is immediately due and payable, you must promptly pay in full the unpaid principal amount of your 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 the Collateral.
- d. Cost Reimbursement; Application of Proceeds. Unless otherwise prohibited under applicable 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, our other costs of collection after Default, the costs we incur in stabilizing and restoring your roof or other structures

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at your Residence if we take possession of the Collateral 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 first to our costs and expenses, and then in the order of priority set forth in Section 3.a.i. of this Agreement, or as a court may otherwise direct.

- e. Right of Set-Off. Upon the occurrence of an Event of Default and the Default has not been cured, we are hereby authorized at any time and from time to time, without notice to you (any such notice being expressly waived by you) and to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final, but specifically excluding any trust or segregated accounts and any tax-deferred accounts such as individual retirement accounts) at any time held by us and any and all other indebtedness at any time owing by us to or for the credit or account of you against any and all of your obligations to us under this Agreement, irrespective of whether or not we shall have made any demand under this Agreement and although such obligations may be contingent or unmatured. We agree to promptly notify you after any such set-off and application made by Lender, provided, however, that the failure to give such notice shall not affect the validity of such set-off and application. Our rights under this Section 10.e are in addition to any other rights and remedies (including, without limitation, other rights of set-off) which we may have. Nothing contained in this Agreement shall impair our right to exercise any right of set-off or counterclaim we may have against you and to apply the amount subject to such exercise to the payment of any of your indebtedness unrelated to this Agreement.
- f. 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.
- g. Foreclosure of the Residence. In the event of a lender foreclosing on the Residence, we will have all rights outlined herein. We do not have the obligation to remove the Collateral.

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 a Default, or similar or unrelated Default, does not waive, or imply a waiver of, any of our rights under this Agreement.

11. ATTORNEYS' FEES. Subject to applicable law, in the event we obtain a judgment against you, you agree to pay our reasonable attorney's fees that are charged by an attorney who is not our salaried employee and that are incurred in the collection of your Loan.

12. TERMINATION. We may terminate this Agreement if a Disbursement does not occur within the time period listed on the Loan Approval or if, prior to the Disbursement, your Installation Agreement terminates. 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 and Miscellaneous," "Notices and Contact Information," "Limitation of Liability", "Termination", and "Arbitration Clause") will survive and be enforceable under this Agreement. Upon termination of this Agreement, our security interest in the Collateral will terminate.

13. NOTICES AND CONTACT INFORMATION.

- a. Notices. All notices may be in electronic form or in writing to the respective addresses set forth below; each party may change their Notice addresses via communication to the other party:

If to Borrower: to the Borrower's mailing address in the Loan Approval or as updated in our records, if in writing, and to the Borrower Email, if in electronic form. If more than one Borrower is signing this Agreement, notice to any one Borrower is notice to all Borrowers to the fullest extent permitted by law.

If to Lender for payments: PO BOX 845073 Dallas, TX 75284-5073

If to the Lender, for notices: 1001 W San Marcos Blvd. San Marcos, CA 92078 if in writing and to hello@hatchbank.com if in electronic form

- b. Telephone Consumer Protection Act. When you give us your mobile phone number, you are giving us your permission to contact you at that number about this Loan and all of your Hatch Bank accounts. Your

permission allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls. This could include contact from companies working on behalf of Hatch Bank to service this Loan or your other Hatch Bank accounts. This does not allow us to use text messaging, artificial or prerecorded voice message and automatic dialing technology for telemarketing or sales calls. Message and data rates from your mobile provider may apply. Please call us at (844) 786-4243 if you wish to change or revoke these permissions. You agree that this authorization constitutes a bargained for exchange, and we do not intend for it to be revocable. But, to the extent you have the right under applicable law to revoke this authorization, you agree that you may do so only by emailing us at our email address set forth in the Notice provision above.

14. SERVICER. Lender may, upon any term or condition it specifies, delegate or exercise all or any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any servicer, trustee, co-agent, employee, attorney-in-fact and any other Person selected by Lender from time to time ("Servicer").

15. SUCCESSORS AND ASSIGNS; TRANSFERABILITY. This Agreement shall bind and inure to the benefit of the Parties' respective successors and permitted assigns. You may not assign or transfer your rights or obligations under this Agreement without our prior written consent. Provided, however, if you sell your Residence, you may transfer your rights and obligations under this Agreement to the new homeowner if the Solar System is energized and the new homeowner qualifies for and enters into a new loan obligation with us related to the Solar Equipment pursuant to the following steps: (a) you and the new homeowner(s) notify us in writing at least thirty (30) days in advance of the sale of the Residence to the new homeowner(s), (b) you pay a nonrefundable \$500.00 processing fee, (c) the new homeowner(s)

(i) completes a credit application and is approved by us in accordance with our credit policies and procedures in place at that time (including but not limited to credit policies applicable to interest rates), (ii) executes the required documentation relating to the new loan obligation including consents to any security interest filings required by us and (d) you and the new homeowner execute documentation transferring the Solar Equipment and related warranties and service plan (if any) to the new homeowner. Only upon completion of this process will the new homeowner's loan proceeds satisfy your remaining loan balance and the rights to the Solar Equipment transfer to the new homeowner. Any attempt by Borrower to assign or transfer Borrower's rights or obligations under

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this Agreement outside this process will be null and void *ab initio*.

Lender shall have the right, without the consent of or notice to Borrower to assign, sell or transfer all or a portion of this Agreement and the related Loan Documents to an affiliate or a third party. YOU AUTHORIZE US TO PROVIDE TO AN AFFILIATE OR THIRD PARTY ANY DOCUMENTATION THAT THEY MAY REQUEST, INCLUDING BUT NOT LIMITED TO CREDIT HISTORY, CREDIT SCORE OR OTHER INFORMATION USED TO DETERMINE YOUR ELIGIBILITY FOR THE LOAN AS WELL AS PAYMENT HISTORY RELATING TO THE LOAN.

16. INDEMNIFICATION. You agree to indemnify, defend and hold harmless us, our affiliates and designees (including but not limited to any third party hired by us to disable or remove all or a portion of the Solar Equipment and/or other Collateral after a Default in accordance with Sections 10.a.ii and 7.c hereof) against any loss, liability, or damage that arises out of or relates to the transactions contemplated by this Agreement.

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

18. GOVERNING LAW AND MISCELLANEOUS.

- a. Governing Law. This Agreement (but not the Arbitration Clause) shall be governed by the laws of the state of California and applicable federal law (including 12 U.S.C. 1831d), regardless of where this loan is made or where you live. If more than one person signs this Agreement as Borrower and Co-Borrower, your rights and obligations shall be joint and several and each of you shall be personally liable for all amounts due under this Agreement.
- b. Severability. Each provision hereof shall be severable from every other provision in determining its legal enforceability. Except as provided in the Arbitration Clause, if any of the provisions of this Agreement shall be invalid or unenforceable, the rest of the Agreement will stay in effect.
- c. Survival. All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any obligations under this Agreement remain outstanding.
- d. Entire Agreement. This Agreement, including without limitation the Loan Approval, Federal

Disclosure Statement, the Arbitration Clause, and all supplements and addendums, constitutes and contains the entire agreement between the Parties regarding your Loan and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the Parties, whether written or oral. 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.

- e. Amendments. This Agreement may only be amended, restated or otherwise modified with the written consent of Lender. Any waiver or consent with respect to any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which it was given. Except to the extent specifically required by applicable law, no notice to or demand on you in any one case shall entitle you to any other or further notice or demand in similar or other circumstances.
- f. Reliance by Lender. All covenants, agreements, representations and warranties made herein by you shall, notwithstanding any investigation by Lender, be deemed to be material to and to have been relied upon by Lender.

19. NOTICES UNDER STATE LAW.

ALL BORROWERS: You give us and our agents, successors, and assigns permission to access your credit report in connection with an transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing this Agreement, taking collection action on this Agreement or for any other legitimate purposes association with this Agreement. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished that report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

NOTICE TO CONSUMER:

1. **Do not sign this Agreement before you read it.**
2. **You are entitled to a copy of this Agreement.**
3. **You may prepay the unpaid balance at any time without penalty.**

Iowa/Maine/Missouri/Nebraska/Oregon/Texas/Utah/Washington Residents:

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

Massachusetts Residents:

Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

New Hampshire Residents:

You or your attorney may file a complaint with the New Hampshire Commissioner of Banking, State of New Hampshire Banking Department, 53 Regional Drive, Suite 200, Concord NH 03301. Instructions for filing complaints can be found on the Commissioner's website at <http://www.nh.gov/banking/consumer-assistance/complaint.htm>.

You shall be awarded reasonable attorney's fees if you prevail in any legal action you bring against us or we bring against you. If you successfully assert a partial defense, set-off or counterclaim against us in an action we bring against you, the court or arbitrator may withhold from us the entire amount or such portion of the attorney's fees as it considers equitable.

New Jersey Residents:

The section headings of this Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, acts or practices (i) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

New York Residents:

New York residents may contact the New York State Department of Financial Services by telephone at 1-877-226-5697 or visit its website at <http://dfs.ny.gov> for free information on comparative rates, fees and grace periods.

Ohio Residents:

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Texas Residents:

This written Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Utah Residents:

NO CLASS ACTIONS. YOU AGREE AND ACKNOWLEDGE THAT PURSUANT TO UTAH CODE ANN. § 70C-3-104 YOU ARE WAIVING YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.

Wisconsin Residents:

If you are married: no agreement, court order, or individual statement applying to marital property will adversely affect our rights with respect to your Loan Account, unless you provide us now with a copy of, or complete information about, the agreement, order, or statement or unless we have actual notice of it.

20. STATEMENT OF MILITARY ANNUAL PERCENTAGE RATE.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). If you have any questions regarding this disclosure or would like to have the required Military Lending Act disclosures provided to you in a verbal manner, please feel free to contact us at (844) 786-4243.

EXHIBIT A

THIS ARBITRATION CLAUSE (“CLAUSE”) IS IN THE FORM OF QUESTIONS AND ANSWERS TO MAKE IT EASY TO GRASP. THE PARTIES AGREE IT IS LEGALLY BINDING.

Q1. What is an arbitration (or “Arb,” for short)? An alternative to a court case. In an Arb, a neutral third party (“**Neutral**”) decides claims without a judge or jury. The hearing is private. It is usually less formal and faster than a lawsuit. It can save legal fees. It involves limited pre-hearing fact-finding and limited appeals. Courts rarely reverse Arb awards.

Q2. Can you opt out of this Clause? Yes, within 45 days. If you do not want this Clause to apply, you must send us a signed notice within 45 days after the Effective Date. You must send the notice in writing to us at the mail or email address set forth on the Summary Page, Attn. Legal (or any address we later provide you for receipt of notices) (the “**Notice Address**”). Give us your name, address and your Loan Contract Number. State that you opt out of the Arb Clause.

Q3. What is this Clause about? Your and our agreement to decide certain “Claims” through Arbs. Generally, either you or we may elect to resolve any “**Claim**” (as defined in Q5) through an individual Arb or, for certain “**Mass Claims**” (as defined in Q8), a “**Group Arb**” (as defined in Q17f).

Q4. Who does this Clause cover? You and us. This Clause governs you and us. But, solely as used in this Clause, the words “**we**,” “**us**,” and “**our**” include: (1) Lender and the Installation Contractor; (2) their parents, subsidiaries, affiliates, assignees and successors; (3) the employees, directors, officers, shareholders, members and representatives of these companies; and (4) any person or company that you name in a Claim at the same time you pursue a related Claim against Lender.

But, this Clause does not apply if you opt out (see Q2) or if you are a Covered Borrower under the Military Lending Act (the “**MLA**”) and your Loan is subject to (and not exempt from) the MLA.

Q5. What Claims does this Clause cover? All legal claims (except certain claims about this Clause). This Clause governs all “**Claims**” between you and us that a court would normally decide. The word “**Claims**” has the broadest reasonable meaning.

“**Claims**” includes claims based on contract, statute, ordinance, rule, regulation or constitution. It includes tort claims (including fraud and intentional tort claims).

“**Claims**” includes claims for money, injunctions or other equitable or declaratory relief. It includes direct claims, counterclaims and crossclaims.

“**Claims**” includes claims related to the validity of the Agreement as a whole.

But, “Claims” does not include disputes about the validity, coverage or scope of this Clause or any part of this Clause. All such disputes are for a court and not a Neutral to decide. Also, “Claims” does not include claims under the federal Servicemembers Civil Relief Act.

Q6. What must you or we do before starting a lawsuit or Arb? Give a written Claim Notice and try to settle the Claim. Before starting a lawsuit or Arb, the party with a Claim (the “**Claimant**”) must give the other party (the “**Responder**”) written notice of the Claim (a “**Claim Notice**”). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts, the requested relief and how such relief was determined. (For example, for \$2,700 of Claims, you might say that you were charged \$200 too much, incurred \$500 of medical bills and \$1,000 of pain and suffering and are entitled to \$1,000 of punitive damages.)

If you are the Claimant, you must send the Claim Notice in writing to us at the Notice Address, Attn. Legal. You and any lawyer you have personally hired must physically sign the Claim Notice. You must give your full name, the Loan Contract Number and a phone number for you or your lawyer. By signing the Claim Notice, you certify that any facts set forth in the Claim Notice are true and not misleading. By signing the Claim Notice, your lawyer certifies that your lawyer has made a reasonable review of the facts set forth in the Claim Notice and believes them to be true and not misleading.

If we are the Claimant, we may send a Claim Notice to you at any mail or email address we have for you in our records. A notice or letter stating that any amount you owe us is past due will serve as a Claim Notice.

The Claimant and Responder must try to settle the Claim on an individual basis and without filing a lawsuit or Arb for at least 30 days (the “**Pre-Filing Period**”). During the Pre-Filing Period, at the request of either party, you and we must participate personally in a meeting (a “**Meet-and-Confer**”) in person, online or by conference call. The Meet-and-Confer will be limited to Claims between you and us. If you have counsel, your counsel must participate in the Meet-and-Confer.

But, you will still need to be personally present for the Meet-and-Confer. We may participate through any of our representatives, including in-house or outside counsel. If you are a Claimant with a Mass Claim (a “**Mass Claimant**”), your lawyer may give a single Claim Notice for you and other Mass Claimants but you still need to engage personally in a Meet-and-Confer upon our request.

If you are represented by a lawyer, your lawyer must certify whether or not your lawyer knows or has good reason to believe that your Claim will be a “Mass Claim.” If so, or if it is later determined that the Claim is a Mass Claim, the Mass Claim will be subject to Q17 and its further pre-filing requirements.

The Claimant may not start an Arb until the Claimant complies in full with this Q6. This includes: (a) giving a Claim Notice; (b) trying to settle the Claim in good faith; (c) upon request, participating personally in a Meet-and-Confer on an individual basis; and (d) for Mass Claims, complying with Q17.

If we give written notice that you have not complied with this Q6, no company managing the Arb (“**Arb Company**”) may accept your Arb filing or proceed under this Clause unless you obtain a court order (no longer subject to appeal) that authorizes the filing. If you do not comply with this Q6, you agree that we are entitled to an injunction and/or money damages for our Arb filing fees and our reasonable legal fees and costs to enforce this Q6.

Q7. What happens next? The Claimant may file a lawsuit or an Arb. If the Claimant has complied with Q6 but the parties do not reach an agreement to settle a Claim during the Pre-Filing Period, the Claimant may start a lawsuit or Arb, subject to Q17. To start an Arb, the Claimant must follow the rules of the Arb Company you choose (collectively and as amended and/or supplemented, the “**Arb Company Rules**”). See Q9.

If the Claimant starts or threatens a lawsuit, the Responder may demand an Arb instead. The Responder may make this demand in court papers. Also, the Responder may make this demand if the Claimant starts a lawsuit on an individual basis and then tries to pursue a class action. Any lawsuit must stop at once if the Responder makes an Arb demand.

Q8. What are “Mass Claims”? Mass Claims happen when at least 25 Mass Claimants with common (or cooperating) counsel give Claim Notices within 180 days. “Mass Claims” are Claims that meet the following conditions:

- a. The Mass Claimants are represented by the same counsel and/or counsel working together (“**Mass Claims Counsel**”).
- b. The Mass Claimants or Mass Claims Counsel give Claim Notices for at least 25 Mass Claimants within 180 days of the first such Claim Notice. But, a Claimant who hires Mass Claims Counsel and gives a Claim Notice after this 180-day period is still a “**Mass Claimant**” asserting “**Mass Claims**.” Such Mass Claimant is subject to Q17 to the same extent as Mass Claimants who give their Claim Notices within the initial 180-day period.

A Claim may be a Mass Claim even if it is unknown at first that the Claim is described in Q8b. For example, the first 24 Claim Notices with common Claimant Counsel will be Mass Claims subject to Q17 if Claimant Counsel gives another Claim Notice within 180 days of the first such Claim Notice. Disputes over whether Claims Notices trigger Q17 will be decided by the Arb Company, by a Neutral appointed by the Arb Company to decide process issues (a “**Process Neutral**”) or by a court—not by individual Neutrals in separate Arb.

Q9. Who manages the Arb? What rules apply? Usually, AAA or NAM will manage an Arb under its rules. The Arb Company will be either:

- The American Arbitration Association (“**AAA**”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org.
- National Arbitration and Mediation (“**NAM**”), 122 East 42nd Street, Suite 803, New York, NY 10168, [NationalArbitrationandMediation\(namadr.com\)](http://NationalArbitrationandMediation(namadr.com)).
- Any other company picked by agreement of the parties.
- If all the above options are unavailable, an Arb Company picked by a court.

Arbs are conducted under this Clause and the Arb Company Rules in effect at the time the arbitration is commenced. For AAA, these include AAA’s Consumer Arbitration Rules and, if applicable, the AAA Consumer Mass Arbitration Rules. For NAM, these include NAM’s Comprehensive Dispute Resolution Rules and Procedures and NAM’s Supplemental Rules for Mass Arbitration Filings. But, Arb Company Rules that conflict with this Clause do not apply.

The Neutral will be chosen under the Arb Company Rules. But, the Neutral must be a retired judge or a lawyer with at least ten years of experience unless you and we otherwise agree.

No Arb brought on a class basis may be managed or conducted without our consent by any Arb Company or Neutral who would permit class Arb under this Clause.

Q10. Can a Claimant bring Claims in court? Sometimes. The Claimant may bring a lawsuit if the Responder does not demand an Arb. Also, some Claims for a public injunction may be brought in court. See Q13. Finally, either party may start or require that a small claims court decide any individual Claim that such court may hear under its rules. The judge hearing such a Claim will be treated as the Neutral under this Clause. The judge’s decision will be treated as an Arb award under this Clause. The small claims court will conduct its hearing under its own rules (and not the Arb Company Rules). But, appeals of a small claims court decision will be governed by this Clause and not the rules that usually govern such appeals.

Q11. Are you giving up any rights? Yes. If you start an Arb or we demand an Arb of a Claim you bring in court, you give up your right to: (a) have a court or jury decide the Claim; (b) bring the Claim as a private attorney general or representative of other parties; (c) without our consent and except for Group Arb, join the Claim with claims of other consumers; or (d) engage in a class action or class Arb. But, see Q13 as to public injunction Claims.

Q12. Can you start a class Arb? No. The Neutral may not decide any Claim on a class or representative basis.

Q13. What happens if part of this Clause is invalid? It depends. You must give us written notice and at least 30 days to cure any problem that might prevent an Arb of a Claim. See Q26.

- a. If any part of this Clause is held invalid, generally the rest of this Clause will continue to apply.
- b. But, if a court rules that the Neutral can decide a Claim on a class or other representative basis and the ruling becomes final after all appeals, only this Q13b will apply and the remainder of this Clause will be void.
- c. And, if you bring a Claim for public injunctive relief and a court enters an order, not subject to further appeal, that the limits on representative Claims are invalid regarding such Claim, such Claim will be decided in court and any individual Claims for monetary relief will be arbitrated. In such case, the parties will ask the court to stay the Claim for public injunctive relief until a court has entered the Arb award as to individual relief.

Q14. In sum, what options do you have to assert Claims against us? Most Claims are subject to an Arb. All Claims subject to this Clause must be decided in: (a) an individual Arb; (b) a lawsuit if the Responder does not demand an Arb; (c) an individual action in small-claims court, with the judge acting as the Neutral; or (d) a lawsuit that solely addresses a Claim for public injunctive relief, as provided in Q13.

Q15. What law applies? The Federal Arb Act (“FAA”). The Loan and the Home Improvement Agreement involve interstate commerce. Thus, the FAA governs this Clause. The Neutral must apply substantive law and comply with the FAA. The Neutral must honor statutes of limitation and privilege rights. As to punitive damages, the Neutral must honor constitutional standards that apply in court.

Q16. Will anything you do make this Clause invalid? No. If you do not opt out and the MLA does not apply, this Clause will stay in force even if you: (1) cancel the Agreement; (2) satisfy all of your duties under the Agreement; (3) default; or (4) become insolvent or bankrupt.

Q17. How are Mass Claims resolved? Per special terms involving Initial Arb, mediations and/or Group Arb. In some cases, Mass Claims may make individual Arb impractical or too costly. Q17 addresses this problem. It seeks to resolve Mass Claims as fairly and quickly as possible, at low cost. **Q17 applies to all Mass Claims despite any language in this Clause to the contrary.**

- a. **If you or Claimant Counsel know or have good reason to believe that there are or will be Mass Claims, you must comply with Q6 and the pre-filing terms of this Q17 before filing any lawsuit or Arb. Except per this Q17, you may not file any Mass Claim in a lawsuit or Arb. If you do, you will be liable for the Arb Company’s filing fees, costs of enforcing this Q17 and other damages caused by your breach.**
- b. At any time, either we or the Mass Claimants (the two “Sides”) may require the Arb Company to appoint a Neutral (“**Process Neutral**”) to decide any scheduling, discovery or other process issues the two Sides cannot resolve through discussion. Decisions of the Process Neutral are not subject to appeal.
- c. You may not file any Mass Claim in court or an Arb until 210 days run from the first delivery of a Claim Notice by a Mass Claimant or, if earlier, until Mass Claims Counsel certifies in writing that the Pre-Filing Period has run for all or substantially all the Mass Claims.
- d. Once this no-filing period ends, each Side will select up to 10 Mass Claims for individual Arb under this Clause (“**Initial Arb**”). This will help the two Sides test the strength of the Mass Claims.
- e. Soon after all Initial Arb have ended (or sooner if both Sides agree), both Sides will engage in a single mediation of all remaining Mass Claims. For any mediation, we will pay the mediator fees. If the two Sides cannot agree on a mediator within 30 days, the Arb Company, a Process Neutral or a court will appoint the mediator. Both Sides must cooperate to schedule a mediation soon after the mediator is appointed.
- f. If the two Sides do not settle all Mass Claims within 30 days after the end of the mediation, within 60 days after the end of the mediation each Side must give written notice to the other Side: (i) identifying each common issue of law or fact (“**Common Issue**”) believed by such Side to relate to the Claims of the remaining Mass Claimants (the “**Remaining Claimants**”); and (ii) stating that, except for any such Common Issue(s), there are no additional Common Issues. All Common Issues shall be resolved through Arb (“**Group Arb**”) between us and groups of Mass Claimants (“**Qualifying Groups**”). **Common Issues may only be resolved in Group Arb.**

- i The two Sides must try in good faith to agree: (A) on what Common Issues exist and whether Group Arb's are warranted; (B) if so, how many Remaining Claimants, not more than 25, should be in each Qualifying Group; and (C) how Mass Claimants should be assigned to Qualifying Groups. Unless we agree otherwise, the amount of money we have offered to settle the Claims of the Remaining Claimants in any single Group Arb shall not exceed \$50,000. If the two Sides cannot agree on the above matters in this Q17f.i within 30 days, a Process Neutral will decide.
 - ii Before the start of any Group Arb, the two Sides will ask both AAA and NAM how much they will charge for Group Arb's. Neither Side shall start a Group Arb before 30 days have run from both AAA and NAM giving final price data for Group Arb's. During this period, either Side may give written notice to the other Side (an **"Arb Company Rejection Notice"**) that it elects for Neutrals to conduct all Group Arb's without help from AAA or NAM. In such event, the two Sides will try to agree on Neutrals to conduct such Group Arb's. If they cannot agree, either Side may ask a court to appoint such Neutrals. The court should try to find qualified Neutrals who charge no more than the amount Neutrals charge for AAA or NAM mass Arb's, whichever is less. Once a Neutral has been selected and retained for a Group Arb, such Neutral will start and conduct such Group Arb per this Clause and such further procedures as such Neutral shall adopt with due regard to the Arb Company Rules of the AAA.
 - iii Either Side may also give an Arb Company Rejection Notice to the effect that it will not agree to Group Arb's managed by AAA or, alternatively, that it will not agree to Group Arb's managed by NAM.
 - iv No Neutral in a Group Arb may decide any class Claim or any Claim for a public injunction.
 - v The Neutral in each Group Arb will decide who will bear the Neutral's fees and charges, without regard to AAA or NAM rules that would otherwise apply. But, subject to Q23, we will bear at least 50% of such fees and charges.
- g. If you are a Remaining Claimant: (i) You may bring a lawsuit against us to resolve any individual issues but not any Common Issues. (ii) By bringing a lawsuit as a Remaining Claimant, you certify that you and the other Remaining Claimants do not have any Common Issues. (iii) **You may not bring an individual Arb to resolve any issues that are not resolved in a Group Arb.** But, subject to Q13, we may still elect an Arb of any Claims if you try to assert in court any Claims on a class or representative basis.
 - h. Absent your and our written consent, no person may serve as Neutral for more than one Initial Arb and/or Group Arb.
 - i. You agree that Mass Claims Counsel will act for you and all Mass Claimants.
 - j. **The statute of limitations on any Claim you bring will not run from the time you file a proper Claim Notice until you are first allowed to start a lawsuit or Arb.**

While this Q17 is designed to resolve Mass Claims fairly, quickly and efficiently, you understand that your Claim may not be selected for an Initial Arb or resolved in a Group Arb. You further understand that, in some cases, resolution of any Mass Claims you assert may be delayed by this Q17.

Q18. How must the Neutral limit costs and burdens on the parties? Through a number of actions. To the extent possible, the Neutral must try to limit costs and burdens on the parties. Thus, absent good cause to the contrary, the Neutral must: (a) conduct document-only Arb's, without oral argument or an in-person hearing; (b) allow the parties to introduce any needed testimony through excerpts from recorded depositions of party witnesses or affidavits; (c) for Mass Claims, allow each Side to introduce prior recorded live testimony from other Arb's involving the Mass Claimants; (d) limit Mass Claimants from obtaining new and duplicative discovery from us by, among other things, allowing discovery obtained from us in any Arb of a Mass Claim to be used by all of the Mass Claimants in any other Arb or lawsuit between a Mass Claimant and us; (e) conduct any necessary hearing virtually or by conference call; (f) hold any in-person hearing at a place reasonably convenient to you and us; (g) follow expedited procedures; and (h) honor the Mass Claim provisions of this Clause, as set forth in Q17. Absent good cause to the contrary, a Process Neutral shall decide how to apply this Q18.

Q19. What about appeals? Appeals are very limited. Appeal rights under the FAA are very limited. Except for: (a) FAA appeal rights; and (b) Claims involving more than \$50,000 (including Claims for an order that could cost more than \$50,000 and Claims in a Group Arb that total more than \$50,000), the Neutral's award will be final and binding. For Claims involving more than \$50,000, either party may appeal the award to a three-Neutral panel selected per this Clause. The panel will revisit from the start any part of the initial award either party has appealed. The panel's decision will be final and binding except for any FAA appeal right. Any appropriate court may enter judgment upon the Neutral's (or panel's) award.

Q20. Do Arb awards affect other disputes? Generally not. You and we agree that no Arb award involving you will affect any issues or claims involving any other party. Also, no Arb award in another party's dispute will affect any Arb involving

you. But, in a Mass Arb you or we may introduce the results of prior Arb solely to argue that the Mass Claims or our defenses are for an improper purpose. See Q23.

Q21. Who bears Arb fees? The Arb Company, a Process Neutral or the Neutral in your Arb will decide. The Arb Company, a Process Neutral or the Neutral in your Arb will decide each party's share of fees and costs for Arb. But, we will pay all Arb fees and costs required by law and all fees and costs we must pay to enforce this Clause.

Q22. Will we cover your legal fees and costs? Sometimes. If you win an Arb you start, we will pay your reasonable fees and costs for attorneys, experts and witnesses if required by law or the Arb Company Rules or if required to enforce this Clause. Fees we must bear will be decided by the Neutral based on the number of hours worked and standard rates. The Neutral will not limit his or her fee award because your Claim is for a small amount.

Q23. Can the Neutral shift costs from one party to the other? Sometimes. Unless it would conflict with law or make this Clause invalid:

- a. A party is entitled to its reasonable fees and costs if the other party brings or defends a Claim for any improper purpose, including to harass the injured party, cause unnecessary delay or increase costs to the injured party.
- b. At any time after the Claimant gives a Claim Notice (including before any Arb begins), either party may make a written offer to settle the Claim. If the settlement offer is rejected but the Neutral's award is no better to the rejecting party, then that party must bear its own legal and Arb fees and costs and pay all reasonable fees and costs and fees (not including attorneys' fees) incurred by the offering party after the settlement offer.
- c. The party who receives a settlement offer may only disclose it to support a claim for relief under Q23b or c.

Q24. Can the parties get a written ruling? Yes. Either party may request a written ruling within 14 days of the Neutral's decision. Upon such request, the Neutral will explain the ruling in writing.

Q25. Are Arb confidential? Yes. Except as otherwise provided by law, you and we agree to keep confidential all aspects of each Arb under this Clause, any confidential information produced in the Arb and any Arb award or decision. But, either party may disclose such information to the extent needed to pursue the Arb, to appeal or confirm any award or to get professional services. Any court filing to appeal or confirm an award must be made under seal. At either party's request, the Neutral shall enter an order protecting confidential information.

Q26. Can you or we change the terms of this Clause? Yes, subject to certain limits. You and we may agree in writing to change any terms of this Clause at any time, before or after a dispute arises. Also, we may waive any rights or amend this Clause at any time without your consent, solely to give you more rights and/or less duties.

Signatures

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.

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.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. CONTACT US AT (844) 786-4243 OR CUSTOMERSERVICE@SUNGAGEFINANCIAL.COM TO NOTIFY US OF YOUR CANCELLATION.

By signing below, you agree to the terms and conditions stated in this Agreement (and applicable addendums, including the Arbitration Clause and Loan Approval), including without limitation our right to remotely or physically disable and/or remove the Solar Equipment and/or any other Collateral after a Default as described in Section 10.a.ii. By signing below, you also acknowledge receiving a copy of this Agreement for your future reference.

Louisiana Residents Only: By signing below you acknowledge that you are giving us a confession of judgment for the sole purpose of executory process against the Collateral if this Loan is not paid in full as scheduled, and a waiver of demand for payment.

The dated electronic record(s) of acceptance will evidence the signature of (all) Borrower(s) to this Agreement and will have the same legal effect as a physical signature as of the date of such acceptance.

BORROWER:

Co-BORROWER:

Date: _____

Date: _____

Florida Borrowers: Florida documentary stamp tax required by law in the amount of \$0.35 for every \$100 loaned has been paid or will be paid directly to the Department of Revenue.



AUTHORIZATION FOR RECURRING AUTOMATED PAYMENTS SERVICE

Deposit Account Information:

The following information applies to the deposit account your payments will be automatically transferred from:

Bank Routing Number (nine-digit number before account number on check):	
Bank Deposit Account Type (checking/savings):	
Bank Account Number:	

Loan Account Information:

The following information applies to the loan account your payments will be automatically transferred to:

Loan Number:		Scheduled Monthly Payment Due Date (estimated):	MONTHLY, starting 60 days from first disbursement
Loan Amount:		Scheduled Monthly Payment Amount (estimated):	
Loan Term:			

Authorization:

I authorize Hatch Bank (the "Bank") to initiate a monthly electronic transfer of funds ("Automated Payment Service") (including, if necessary, electronically credit to correct erroneous debits) from the Bank Deposit Account specified above on the contractual due dates for the Loan Account specified above in an amount equal to the Scheduled Monthly Payment on each Scheduled Monthly Payment Due Date. The Scheduled Monthly Payment may vary, and the Bank will send me a periodic billing statement at least 10 days prior to the Scheduled Monthly Payment Due Date confirming the amount of the Scheduled Monthly Payment. When the Scheduled Monthly Payment is due on a weekend or federal holiday, the transfer will be initiated on the business day following the due date. I agree that my authorization of the Automated Payment Service complies with all applicable law. **I understand that the Scheduled Monthly Payment may change (potentially increasing by a substantial amount) following the Reamortization and that the final payment may vary from the Scheduled Monthly Payment based on the terms of the contract.**

I understand that this authorization will remain in full force and effect until I notify Bank or its Servicer by phone to (877) 742-2701 or on the Sungage Account Management Portal (sungeage.youronlineaccount.com) that I wish to revoke this authorization (a minimum of 3 business days prior to the next Scheduled Monthly Payment Due Date). The Bank may terminate the Authorization at any time for any reason upon ten (10) days' prior written notice to me. Upon termination, the Bank shall have no further obligation under this Authorization. If I choose to terminate this Authorization, such termination will not relieve me or any other contractual party on the Loan Account from the obligation to make payments on the Loan Account when due.

By signing this form, I certify that I have authority to authorize transfers from the deposit account specified above, and I authorize the recurring automated payments service, as described here in.

Signature: _____ Date: _____

FACTS

WHAT DOES HATCH BANK 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 <i>no longer</i> 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 Hatch Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Hatch Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call 760-736-2000	

What we do

How does Hatch Bank protect my personal information?	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.
How does Hatch Bank collect my personal information?	We collect your personal information, for example, when you ■ open an account or apply for a loan ■ provide employment information or show your driver's license ■ give us your income information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>Hatch Bank does not share with our affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>Hatch Bank does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ <i>Hatch Bank doesn't jointly market.</i>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Other Important Information

For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization.

For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing – without your authorization.

For Vermont Customers. We will not share personal information with nonaffiliates for them to market to you without your authorization and we will not share personal information with affiliates or for joint marketing about your creditworthiness without your authorization.

FACTS

WHAT DOES Sungage Financial ("Sungage") 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 **Sungage** chooses to share; and whether you can limit this sharing.

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

Questions?

Call 844-786-4243 or go to CustomerService@SungageFinancial.com

Who we are

Who is providing this notice?

Sungage Financial, LLC

What we do

How does **Sungage** protect my personal information?

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.

How does **Sungage** collect my personal information?

We collect your personal information, for example, when you

- apply for a loan or give us your contact information
- provide income information or provide employment information
- submit your driver's license

We also collect your personal information from others, such as credit

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include companies with a Sungage name, including Sungage Management, LLC and Sungage Holdings, Inc.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Sungage does not share with nonaffiliates so they can market to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Sungage does not jointly market.

Other important information

For California Residents: We will not disclose information we collect about to unaffiliated companies, except as permitted by law.

For Vermont Residents: We will not share information we collect about you with nonaffiliates, except as permitted by law, including with your consent or to service your account. We will not share information about your creditworthiness with our affiliates, other than as permitted by Vermont law, unless you authorize us to make those disclosures.