

Atmos Loan Agreement

Loan ID: 6011000531

Date: 04/27/2023

Lender: The Bank of Tioga

Borrower: Anusha Lakshmi Kalikivaya
33 Edris Ln
Mechanicsburg PA 17050
7178312324
kalikivaya.anusha@gmail.com

For customer service,
please contact us at:
loan_servicing@joinatmos.com

This Agreement contains an arbitration provision. The arbitration provision will have a substantial effect on your rights in the event of a dispute, including your right to bring or participate in a class action proceeding. The arbitration provision will not apply if you are protected by the Military Lending Act or if you opt out pursuant to the terms of Section 21(l) below. This Agreement is also subject to a waiver of class action and jury.

Truth-in-Lending Disclosures

ANNUAL PERCENTAGE RATE (APR)* (est) The cost of your credit as a yearly rate:	FINANCE CHARGE ** (est) The dollar amount the credit will cost you:	Amount Financed *** (est) The amount of credit provided to you or on your behalf:	Total of Payments (est) The amount you will have paid after you have made all payments as scheduled:
6.75%	\$6,832	\$35,000	\$41,832

Your payment schedule will be:****

Number of Payments (est)	Amount of Payments (est)	When Payments Are Due (est)
6	\$0 (est)	Monthly, beginning on 05/07/2023
84	\$373 (est)	Monthly, beginning on 11/07/2023

* Variable Rate: The APR shown in this Truth-in-Lending Disclosure assumes your scheduled payments are made by recurring Automated Clearing House ("ACH") from the Deposit Account. Utilizing this payment method automatically includes a 0.50% reduction in the APR. If you terminate recurring ACH payments or the authorization for recurring ACH payments from the Deposit Account, the APR will increase by 0.50% on the first calendar day of the next billing period. An increase will take the form of higher payment amounts. For example, if you have agreed to pay your scheduled payments via ACH from the Deposit Account on a 10 year loan of \$25,000 at 5.00% APR with a monthly payment of \$265.16, and you being making payments by check on the first payment date, your APR would increase to 5.50% and monthly payments would increase by \$6.15 to \$271.32.

** If the installation of the System is eligible for federal investment tax credit ("ITC"), we will not charge the APR on the amount of the Amount Financed equal to the projected ITC, which we will determine and is generally 30% of the System cost (such cost not to exceed the Amount Financed) (such amount, the "ITC Amount"), during the period prior to the Planned Re-Amortization Date, with 50% of the ITC Amount to be applied to the First Disbursement Amount and the remaining 50% of the ITC Amount applied to the Final Disbursement Amount. During such period prior to the Planned Re-Amortization Date, we will charge the APR on the remainder of the outstanding Amount Financed in excess of the ITC Amount then applied and on any Capitalized Interest. Following any Planned Re-Amortization, the APR will be charged on the entire Amount Financed and any Capitalized Interest that remains outstanding. The Finance Charge set forth here assumes that the installation of the System is eligible for a minimum ITC Amount of 30% of the System cost (such cost not to exceed the Amount Financed) and that the ITC Amount will be prepaid prior to the Planned Re-Amortization. If the installation of the System is not eligible for ITC, we will charge the APR on the entire Amount Financed and any Capitalized Interest that is outstanding. The Finance Charge set forth here also assumes (i) that you do not make any prepayments during the No Payment Period, such that the APR charged during the No Payment Period will become Capitalized Interest, and (ii) that disbursements of the Amount Financed will occur and become outstanding in two phases, one to occur on or about the First Disbursement Date (which, for purposes of these estimates, is 60 days after the Loan Start Date), and the second to occur on or about the Final Disbursement Date (which, for purposes of these estimates, is 120 days after the Loan Start Date). See the Terms and Conditions for additional information about re-amortization, disbursements and interest accrual.

*** The Amount Financed does not include the Capitalized Interest.

**** Payment schedule assumes your loan will (i) not be prepaid during the No Payment Period so that any interest accrued during such period will become Capitalized Interest, (ii) not be charged interest on an ITC Amount (as applied on each Disbursement Date) and that the ITC Amount will be prepaid prior to the Planned Re-Amortization, and (iii) be subject to a Planned Re-Amortization and will be re-amortized on or about the Planned Re-Amortization Date. The payment schedule further assumes disbursements of the Amount Financed in two phases where such amounts will become outstanding, as set forth in the preceding paragraph and further detailed in the Terms and Conditions. However, disbursements may vary based on factors outside of our control, such as the date Installation Contractor is able to commence installing the System, the date installation is completed and the approval date of the System interconnection with the utility grid. See the Terms and Conditions for additional information about re-amortization, disbursements and interest accrual.

Security: You are giving a security interest in all right, title, and interest, whether now owned or existing or hereafter from time to time acquired or coming into existence, in and to the System. You will keep the System free and clear of all other security interests and liens of any nature. You authorize us to file a UCC-1 financing statement and county fixture filings relating to such security interest in the System. To the extent the System is real property or a dwelling, we will have no security interest in such portion of the System that constitutes real property or a dwelling.

Insurance: To the extent permitted by law, you will be required to maintain a flood insurance policy (to the extent your Project Residence is in a flood zone) and homeowners' insurance policy or equivalent insurance policy in an amount equal to the full replacement and installation cost of the System financed or the outstanding balance of the loan. The insurance carrier providing the insurance coverage may be chosen by you.

Late Charge: If a payment is not made by the 10th day following your payment due date, you will be charged: (1) \$15, (2) 5% of the payment amount, or (3) the maximum amount allowable under applicable laws and regulations, whichever is less.

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

Term of loan: 90 months.

No Payment Period: 180 days from the Loan Start Date.

Planned Re-Amortization Date: 18 months from the Loan Start Date.

See the Terms and Conditions for any additional information about nonpayment, default, and any required payment in full before the scheduled date.

“(est)” indicates that the information is an estimate.

Itemization of the Amount Financed ^(est):

Amount paid to you or to others on your behalf ^(est): **\$35,000**

The Installation Contractor may provide us a fee or discount against the Amount Financed. The Amount Financed shown is not reduced by any such fee or discount. You remain contractually bound to repay the full Amount Financed.

No Payment Period: For the 180 day period commencing on the Loan Start Date (the “No Payment Period”), you will not be responsible for any payments of interest or principal; however, interest will accrue during such period and be added to the principal amount of the loan as set forth in this Agreement (“Capitalized Interest”). Following the No Payment Period, principal (including any Capitalized Interest added during the No Payment Period) and interest on the loan shall be due in monthly installments. **Interest will not accrue until the First Disbursement Date and will only accrue at the rate set forth herein based on the disbursed Financed Amounts (less the ITC Amount then applied, if applicable) and any Capitalized Interest.**

If installation of the System is not be completed during the No Payment Period, we may re-review your application and reserve the right to request a new credit report from the credit bureaus and request new information from you to make sure that you continue to meet the requirements for loan approval. Additional credit inquiries may impact your credit score. If upon our re-review of your application, we determine you no longer are eligible for the loan, we reserve the right to terminate this Agreement and withdraw any credit offer. In such case, you will not owe any interest accrued (or associated Capitalized Interest) during the No Payment Period and any accrued interest (or associated Capitalized Interest) paid by you (if any) will be refunded.

Planned Re-Amortization: The payment schedule shown above assumes that you make no voluntary prepayments on your loan. However, eighteen (18) months after the Loan Start Date, we will change your subsequent loan payments to the level required to repay the loan in full over its remaining scheduled term including any early, late or additional payments assessed to your loan (“Planned Re-Amortization”). You may be eligible for the ITC associated with the installation of the System. The Planned Re-Amortization is meant to accommodate voluntary prepayments resulting from the ITC should you choose to allocate any such funds to the loan, and provide you the benefit of the ITC. You are not required to make any prepayments, whether or not you receive an ITC. The below Summary Terms include i) the estimated payment schedule if you prepay the loan prior to the Planned Re-Amortization in an amount equal to the ITC Amount and you neither make any additional voluntary prepayments on your loan nor miss any payments (or are assessed any late fee), and ii) the estimated payment schedule if you do not prepay any part of the loan prior to the Planned Re-Amortization.

Voluntary Prepayments and Additional Re-Amortization: You are not required to make any prepayments on the loan. If you choose to make a voluntary prepayment in excess of **\$500** on the loan at any time following the Planned Re-Amortization Date, then the Amount Financed and any Capitalized Interest will automatically re-amortize and any prepayments made to date will be taken into account and the monthly loan payment adjusted accordingly (“Additional Re-Amortization”).

During any re-amortization, the monthly loan payment will be adjusted in a manner to fully repay the Amount Financed and any Capitalized Interest by the Maturity Date. Any new adjusted monthly loan payment will become due on the month after the re-amortization (except that no payments will be due during the No Payment Period).

You are strongly encouraged to review the electronic monthly loan statements to stay informed about the re-amortization of the Amount Financed and any Capitalized Interest and any adjustments to the monthly loan payments. Please note that the re-amortization of the Amount Financed and any Capitalized Interest and any adjustments to the monthly loan payment amount assumes you are not in default or in breach of this Agreement.

Military Lending Act Notice: 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 thirty-six percent (36%). 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). To receive this information and a description of your payment obligation, please call 866-246-7194.

Notice to Borrower: 1) This is a consumer credit transaction. 2) Do not agree to this Agreement before you read it or if it contains any blank spaces. 3) You are entitled to a completely filled in copy of this Agreement. 4) you have the right at any time to pay in advance the unpaid balance due under this Agreement. 5) The seller has no right to enter unlawfully your premises or commit any breach of the peace to repossess goods purchased under this agreement.

See the Terms and Conditions for additional information. Please read the terms of this Agreement carefully. Do not agree to this Agreement before reading and understanding it in its entirety. This Agreement will terminate if your loan request is cancelled, withdrawn, or declined.

Summary Terms

Borrower Name: **Anusha Lakshmi Kalikivaya** Borrower Address (if different from Project Residence)

Email: **kalikivaya.anusha@gmail.com**

Phone: **7178312324**

Loan Number: **6011000531**

Loan Start Date: **04/27/2023**

Borrower Address & Project Residence: **33 Edris Ln
Mechanicsburg PA 17050**

LOAN DOWN PAYMENT	LOAN AMOUNT	ANNUAL PERCENTAGE RATE
\$0	\$35,000	6.75%

SYSTEM DESCRIPTION

Installation Contractor: **Public Service Solar LLC**

Equipment Manufacturer/Distributor (if applicable):

Atmos Solar Loan with full Prepayment of ITC before Planned Re-Amortization

Payments during No Payment Period, months 1-6 ^(est.) :	\$0
Monthly Payment, months 7-18 ^(est.) :	\$373
Monthly Payment, months 19-90 ^(est.) :	\$373

Atmos Solar Loan with no Prepayment before Planned Re-Amortization

Payments during No Payment Period, months 1-6 ^(est.) :	\$0
Monthly Payment, months 7-18 ^(est.) :	\$373
Monthly Payment, months 19- 90 ^(est.) :	\$548

LOAN SUMMARY

Term: 7 years	Total Amount Financed ^(est.) :	\$35,000	
End of No Payment Period:	10/07/2023	Total of Payments ^(est.) :	\$41,832
First Payment Date ^(est.) :	11/07/2023		
Maturity Date ^(est.) :	10/07/2030		
<u>Loan Disbursement Schedule</u>			
First Disbursement Date ^(est.) :	06/26/2023	First Disbursement Amount:	\$18,200
Final Disbursement Date ^(est.) :	08/25/2023	Final Disbursement Amount:	\$16,800

(est) indicates that the information is an estimate.

Terms and Conditions

This Agreement contains an arbitration provision (see Section 21). The arbitration provision will have a substantial effect on your rights in the event of a dispute, including your right to bring or participate in a class action proceeding. The arbitration provision will not apply if you are protected by the Military Lending Act or if you opt out pursuant to the terms of Section 21(l) below.

This loan is secured by the Collateral, as set forth in this Agreement. You have affirmatively agree to and grant to us a security interest in the Collateral. We can liquidate the Collateral if you default on the debt arising under this Agreement or as otherwise authorized by you. Such instances of your default are described herein, and may include, for example, your failing to make a payment due under this Agreement. In addition, all loans are made by us to you in the State of North Dakota. We disclaim as security, for loans made to you under this Agreement, any security interest we may at any time have in household goods or real property.

1. Definitions. Capitalized terms throughout this Agreement shall have the meanings assigned in this section or elsewhere in this Agreement as applicable.

“Agreement” means this document and any other document incorporated by reference, and includes the *Truth-in-Lending Disclosures* above and the Summary Terms.

“Amount Financed” means the amount labeled the “Amount Financed” in the *Truth-in-Lending Disclosures*.

“Annual Percentage Rate” means the rate labeled the “Annual Percentage Rate” in the *Truth-in-Lending Disclosures*.

“Armed Forces” includes the Army, Navy, Marine Corps, Air Force and Coast Guard, as well as any other military branch covered by the Military Lending Act.

“Business Day” means any Monday through Friday, except any legal holiday, including days on which a national bank is closed for business.

“Capitalized Interest” means the interest amount that is capitalized as part of the principal amount of the loan, as determined in accordance with Section 4(b) below.

“Collateral” means (i) the System, excluding fixtures (as defined in Article 9 of the UCC), if any; (ii) all accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the System; (iii) all proceeds from warranty claims related to the System, the agreement with Installation Contractor and you related to the System; (iv) all rebates and incentives that are payable as a result of installing the System except for such rebates and incentives which have been assigned to your Installation Contractor; (v) all your rights, title, interests, and remedies under all agreements, statements and other documentation relating to the System; and (vi) all consideration received from the collection, sale or other disposition of any property that constitutes the System, including any payment received from any insurer arising from any loss, damage or destruction of the System and any other payment received as a result of possessing any Collateral, or any other proceeds of the System.

“Deposit Account” means the Borrower’s deposit account, held and maintained by Atmos Financial, PBC, through which payments are made.

“Disbursement Date” means, individually and collective, the First Disbursement Date and Final Disbursement Date.

“Final Disbursement Amount” means the amount disbursed as part of the final disbursement, which is generally any remaining amount of the loan that is required to be disbursed hereunder.

“Final Disbursement Date” means the date on which the final disbursement of the loan proceeds is made. The Final Disbursement Date will be on or about the date the System is installed in a complete and satisfactory manner and passes third-party inspection. The estimated date for the Final Disbursement Date is set forth in the Summary Terms, which is subject to change based on the date your electric utility provider approves the System for interconnection with its grid.

“Finance Charge” means the amount labeled the “Finance Charge” in the *Truth-in-Lending Disclosures*.

“First Disbursement Amount” means the amount disbursed as part of the first disbursement, which is generally equal to 50% of the loan proceeds.

“First Disbursement Date” means the date on which the first disbursement of the loan proceeds is made. The First Disbursement Date will be the date the Installation Contractor receives and can demonstrate a permit or other such satisfactory documentation from relevant authorities responsible for approving the installation of the System. The estimated date for the First Disbursement Date is set forth in the Summary Terms, which is subject to change based on when the Installation Contractor satisfactory completes the project and installation of the System.

“Force Majeure Event” means, any act or event which delays our performance of our obligations or renders us unable to comply, totally or partially, with our obligations, including our inability to access funding from third party institutions to make loan disbursements, war (whether or not declared), riot, acts of God including storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, fires, excessive wind speeds; sabotage or destruction of facilities or equipment; and labor strikes.

“Installation Contractor” means the installation contractor and/or operations and maintenance contractor, including their respective employees and third party service providers, that install, maintain or service the System. Each Installation Contractor must be approved by us in writing prior to entering into any agreement with you related to the System. We may withhold approval for any or no reason.

“Loan Start Date” means the date first set forth above in the *Truth-in-Lending Disclosures*.

“Planned Re-Amortization Date” means the date referenced above in the *Truth-in-Lending Disclosures*, on which your loan will automatically re-amortize approximately 18th months following the Loan Start Date.

“Project Residence” means the Borrower’s residential structure, whether or not attached to real property, residential home dwelling and/or second home (including any vacation homes) and is not a rental property, or any business or commercial establishment or used as such. The Project Residence is set forth in the Summary Terms.

“Servicer” means individually and collectively, as the case may be, Atmos Financial, PBC and Five Star Bank, Member FDIC.

“Summary Terms” means the summary of terms beginning on page 4 of this Agreement, including the Loan Summary.

“System” means any (a) residential solar power generation system, including photovoltaic panels or modules, photovoltaic systems, electricity storage, charging, energy efficient monitoring equipment (including batteries and automobile charging equipment), thermostat equipment, security or performance monitoring, home automation services, prepaid operations and maintenance agreements and related landscaping, roofing or re-roofing, inverters, racking systems, wiring, electrical and mechanical connections, metering, monitoring, weatherproof housings, disconnects, over current devices and/or other distributed generation interconnected equipment for installation in or at the Borrower’s Project Residence, and (b) electricity storage unit on a standalone basis, including wiring, electrical system upgrades and any additional equipment or services related to the installation thereof.

“**Total of Payments**” means the amount labeled the “Total of Payments” in the *Truth-in-Lending Disclosures*.

“**Truth-in-Lending Disclosures**” means any disclosures relating to credit extended under this Agreement required under the federal Truth in Lending Act and Regulation Z (12 C.F.R. part 1026), and includes disclosures for (i) your application, (ii) solicitations, (iii) credit extension, and (iv) other disclosures provided as part of this Agreement, such as disclosures contained in any statement or change-in-terms notice.

“**We**,” “**us**,” and “**our**” refer to The Bank of Tioga and any successor or assignee.

“**You**,” “**your**,” and “**Borrower**” refer to the individual identified under “Borrower” above.

2. Promise to Pay. For value received, you hereby agree to pay to the order of us or our assigns the unpaid Amount Financed and any Capitalized Interest, with interest thereon, due according to the payment schedule above or provided to you and in accordance with the other terms of this Agreement, and all fees and interest due hereunder in accordance with the terms of this Agreement. You promise to pay interest on the unpaid Amount Financed and any Capitalized Interest at the Annual Percentage Rate set forth in the *Truth-in-Lending Disclosures* above in accordance with the terms of this Agreement. We calculate the interest charged using the United States Rule method. The amounts disclosed in the *Truth-in-Lending Disclosures* above are based on the assumption that you make every payment on the day that it is due. The actual amount of interest that you pay may exceed the Finance Charge disclosed in the *Truth-in-Lending Disclosures* above if you fail to make any payments as due hereunder or if a Disbursement Date differs. If your Finance Charge and Total of Payments ultimately are larger or smaller than the disclosed amounts, at our option, we may require a larger or smaller final payment. Your periodic interest will begin to accrue starting on the First Disbursement Date, but no payment will be due on such accrued interest until after the No Payment Period. For the period prior to the Planned Re-Amortization Date, the periodic interest will be based on the actual amount disbursed and any Capitalized Interest, less the ITC Amount then applied, as we may determine, and on and following the Planned Re-Amortization Date, the periodic interest will be based on the entire Amount Financed and any Capitalized Interest that remains outstanding. For example, if your Loan Start Date is 04/27/2023, but the First Disbursement Date is not until 06/26/2023, you will accrue interest on the First Disbursement Date for the First Disbursement Amount, less the ITC Amount then applied, as we may determine, until the Planned Re-Amortization Date, and you will begin accruing interest on the Final Disbursement Date for the Final Disbursement Amount, less any remaining ITC Amount applied, as we may determine, until the Planned Re-Amortization Date, and in each case, such disbursements will also be subject to the accrual and addition to principal of any Capitalized Interest. On and following the Planned Re-Amortization Date, you will accrue interest for the entire Amount Financed and any Capitalized Interest that remains outstanding. Your periodic interest will continue to accrue until the entire Amount Financed and any Capitalized Interest is paid in full. Except for the interest accrued during the No Payment Period, any unpaid interest will not be added to the principal balance.

Unless your loan is due earlier and payable as provided in this Agreement, your loan will mature on the Maturity Date. On the Maturity Date, you agree to pay in full any unpaid amounts payable under this Agreement.

3. Timing and Re-Amortization. You agree to make payments in accordance with the payment schedule contained in the *Truth-in-Lending Disclosures* above or as provided by us to you. The actual payment schedule may vary from the schedule disclosed in the *Truth-in-Lending Disclosures* above based on a number of factors, including, the date your Installation Contractor is able to complete the installation of the System, the date your utility company approves the interconnection of the System with its grid, the Disbursement Date, if you fail to make any payments as due hereunder or fail to make full payments of all amounts due hereunder. Upon each Disbursement Date, we will notify you of the disbursed amount and provide you with a new payment schedule, and you agree to make payments in accordance with the new payment schedule. During the No Payment Period, you will not be required to make any principal or interest

payments; however, interest will accrue during such period and become Capitalized Interest as provided in this Agreement. We will provide you with a statement prior to your monthly payment due date (for the avoidance of doubt, no payments will actually be due upon such dates during the No Payment Period) setting forth the amounts owed for the applicable month and any Capitalized Interest for such period. Any payments made in excess of your monthly payments then due will reduce the principal amount and your subsequent interest payments, subject to any re-amortization.

In accordance with Section 19, all such communication will be delivered electronically to you and made available through the loan servicing dashboard offered by Servicer.

Your loan will automatically re-amortize on the Planned Re-Amortization Date, as well as if you make any prepayment in excess of \$500 on the loan at any time after the Planned Re-Amortization Date. Any re-amortization of the loan will be based on the Maturity Date and the then outstanding Amount Financed and any Capitalized Interest, and any adjustment to the monthly loan payment resulting from the Planned Re-Amortization or any Additional Re-Amortization will be sufficient to fully repay the loan by the Maturity Date. Any new adjusted monthly loan payment will become due in accordance with the payment schedule we provide to you at the time of re-amortization. Depending on whether you are in default on this Agreement, the adjustment to the monthly loan payment amount may result in an amount that stays the same, increases, or decreases. You are strongly encouraged to review the monthly loan statements to stay informed about the re-amortization of the outstanding Amount Financed and any Capitalized Interest and any adjustments to the monthly loan payments. We may elect to not re-amortize your outstanding Amount Financed or Capitalized Interest if you are in default of any provision of this Agreement or if you have any unpaid interest or fees.

4. Interest Rate, Fees, Estimated Disclosure, and Loan Conditions.

(a) Interest Rate. We base a Finance Charge on an annual rate of 6.75% of the Amount Financed (less the ITC Amount, if applicable) and any Capitalized Interest. This rate assumes your scheduled payments are made by recurring ACH from the Deposit Account. Utilizing this payment method automatically includes a 0.50% reduction in the APR. If you terminate recurring ACH payments or the authorization for recurring ACH payments, the APR will increase by 0.50% on the first calendar day of the next billing period.

(b) Interest Capitalization. During the No Payment Period, on each monthly due date (for the avoidance of doubt, no payments will actually be due upon such dates during the No Payment Period), all accrued and unpaid interest will be added to the principal amount of the loan. All accrued and unpaid interest that is so added to the principal amount of the loan shall be Capitalized Interest and shall thereafter accrue interest and be payable in the same manner as if such Capitalized Interest was part of the original principal amount of the loan. Subject to applicable law, our determination of the Capitalized Interest shall be final and conclusive, absent manifest error.

(c) Insufficient Funds Fee. You will be charged a non-refundable fee of (i) fifteen dollars (\$15) or (ii) the maximum amount permitted under applicable law, whichever is less, for each failed electronic or check payment attempt. Your bank may assess its own fee in addition to the fee we assess.

(d) Late Fee. We will charge late fees for late payments. If a payment is late, you will be charged: (1) \$15, (2) 5% of the payment amount, or (3) the maximum amount allowable under applicable laws and regulations, whichever is less. In signing this Agreement, you further authorize us to automatically initiate a transaction covering the assessed late fee from your Deposit Account. If there are insufficient funds in your Deposit Account to cover the late fee, such late fee will be applied pursuant to this Agreement.

(e) Estimated Truth-in-Lending Disclosure and Loan Conditions. The estimates and disclosures in the *Truth-in-Lending Disclosures* are estimates.

5. Loan Disbursements. We will disburse the loan proceeds on your behalf to your Installation Contractor (or the equipment manufacturer if directed to do so by the Installation Contractor) after certain conditions we establish at our discretion are met. The First Disbursement Amount will be disbursed to the

Installation Contractor on the First Disbursement Date, and the Final Disbursement Amount will be disbursed to the Installation Contractor on or about the Final Disbursement Date. We reserve the right to update, revise and/or remove the conditions necessary for loan disbursements to be transmitted to the Installation Contractor (or the equipment manufacturer if directed to do so by the Installation Contractor) without prior verbal or written notice. You understand that in order for us to make disbursements on your behalf, we may require you to confirm (verbally or electronically) that the Installation Contractor has satisfied certain conditions in the installation process. We reserve the right to seek, and Borrower agrees to provide, confirmation of project completion and System installation. 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 Installation Contractor (or the equipment manufacturer if directed to do so by the Installation Contractor) if we determine that all conditions were satisfactorily met. You understand and agree the First Disbursement Amount and the Final Disbursement Amount may not, in aggregate, equal the total Amount Financed.

6. Prepayments and Payment Application. You may prepay all or part of the unpaid part of the amounts due hereunder, including the Amount Financed and any Capitalized Interest, principal balance of the loan, accrued interest and fees, at any time without penalty. Any prepayment will be applied to the principal balance to reduce the amount and/or number of payments, subject to re-amortization under this Agreement. Any partial prepayment does not postpone the due date of the upcoming payment.

We apply each payment to the monthly amount you owe us as set forth here. Payments will be applied first, to any outstanding late fees assessed and any other fees charged by us under this Agreement, then to any interest owed through the date of payment, then to any outstanding principal balance of the loan. If you have more than one loan outstanding with us at any time, then we may apply payment to any of the loans outstanding in any manner that we choose; including without limitation, to the loan with the oldest outstanding periodic payment remaining due and then to other loans based on the age of outstanding payments.

7. Payments. All payments must be made in U.S. dollars from a U.S. bank in a form acceptable to us. You may not make payments with a credit card account or any other credit account with us. You must use one of the payment options that we provide to you through Servicer's platform. We will describe the terms for using these services before you use them. You may not make payments in cash. However, if you do make payment by cash, we reserve the right to accept such payment but are not obligated to do so. You may make payment by check. You must mail all checks to:

Five Star Bank
PO Box 227
Warsaw, New York 14569

If you make such a payment or send any accompany communications to any other address, we may reject it and return it to you. We may also accept it and process it without losing any of our rights. You agree that we can accept late or partial payments, or payments marked "paid in full" or other restrictive endorsements, without waiving our rights. You shall not postdate any payment instrument that you provide to us. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. You will not receive your check back from your bank if we process your check as an electronic transfer. We may delay the availability of credit until we confirm that your payment has cleared and funds have been received by us (and may not be reversed), subject to applicable law. This may happen even if we credit your payment. We may resubmit and collect returned payments electronically. We will not charge a fee for the resubmission of payments. However, your bank may charge you a fee. If necessary, we may adjust your loan amounts to correct errors, process returned and reversed payments, and handle similar issues.

8. Taxes and Tax Credit. You agree to pay, when due, any taxes, assessments, governmental charges, or other similar fees related to this Agreement. If you do not separately pay these taxes and/or other fees when due, we will pay them on your behalf and add the amount we pay to the principal of our loan to you under this Agreement. In the event that we choose pay these taxes and/or other fees on your behalf, you agree to not only repay the amount paid by us as part of your loan but also agree to assist us in

effectuating these payments. You may be eligible for a federal solar investment tax credit. You acknowledge that eligibility for this tax credit is not guaranteed. In order to realize the benefits of the solar investment tax credit, you must have federal income liability that is at least equal to the value of the credit. We are not financially responsible for your receipt of any tax credits related to the System. We do not provide tax advice and nothing in this Agreement is intended to be used as tax advice. To determine your eligibility for any federal solar investment tax credit, you should make an independent assessment or consult with your tax advisor. You agree to immediately complete any tax forms, including IRS Form W-9 or appropriate IRS Form W-8, upon our request and return such forms directly to us. You certify that the information contained in the executed copy (or copies) of IRS Form W-9 or appropriate IRS Form W-8 (and any accompanying required documentation), as applicable, when submitted to us will be true, correct and complete. You must (i) promptly inform us of any change in such information, and (ii) furnish to us a new properly completed and executed form, certificate or attachment, as applicable, as may be required under the Internal Revenue Service instructions to such forms or any applicable Treasury Regulations or as may be requested from time to time by us.

9. Installation and Project Residence Conditions.

(a) You will take all necessary steps to enable the proper installation and functioning of the System, to be completed in accordance with each manufacturer's recommendations and best practices. You agree to keep the System in good working order and in compliance with manufacturing specifications, the operating and maintenance manuals, warranty requirements provided by each manufacturer, and all applicable law. You agree not to remove or modify the System without our prior written consent. You agree to maintain, at all times an internet connection sufficient to ensure that monitoring data for the System can be fully transmitted. You are responsible for the structural integrity of the location where the System is installed, including structural or electrical modifications necessary to prepare the Project Residence for the System.

(b) You agree that you will not breach, and will not be in breach of, any agreement you may have with an Installation Contractor.

(c) Subsequent to the final disbursement of the loan to the Installation Contractor in accordance with Section 5, subject to the approval of the Bank in its sole discretion, Borrower has the option to increase the Amount Financed one time to incorporate contractual servicing costs from an Installation Contractor providing operations and maintenance support for the System, provided such Installation Contractor is approved by us. To be eligible, such Installation Contractor shall be responsible for keeping the System in good working condition for the length of the contract and shall be licensed and bonded as required by the Bank. Proceeds of the incremental Amount Financed shall be paid directly to the Installation Contractor providing such operations and maintenance support for the System. The number of monthly payments will not be changed and monthly payments shall be increased to accommodate the additional credit provided to you. Requests or information regarding this condition shall be made to loan_servicing@joinatmos.com.

(d) You agree that neither we nor Servicer is responsible for any known or unknown Project Residence conditions. Neither we nor Servicer are responsible and bear liability for the malfunctioning of existing electrical equipment at the Project Residence, including but not limited to the main electrical service panel, any electrical devices, or any other fuses or similar devices, or of the System.

10. Insurance. To the extent permitted by law, you will be required to maintain a flood insurance policy (to the extent your Project Residence is in a flood zone) and homeowners' insurance policy or equivalent insurance policy in an amount equal to the full replacement and installation cost of the System financed not to be less than the outstanding balance owed under this Agreement. The insurance carrier providing the insurance coverage may be chosen by you.

11. Personal Property. You and we both expressly intend that no portion of the Collateral will constitute a "fixture" attached to any real property, and that the Collateral will be removable personal property. You agree not to take any action that might cause the Collateral to be treated as real property or as a fixture to real property or as fixtures to real property. You also agree not to take any action that might

cause the Collateral to be treated as real property or as fixtures to real property. However, you agree that we may make a fixture filing, if we choose, provided that you and we agree that we may enforce rights in the Collateral under the Uniform Commercial Code and not under state or federal real estate or mortgage law.

12. Security.

(a) You grant us a perfected and continuing first priority security interest in the Collateral. You will keep the Collateral free and clear of all other security interests and liens of any nature. You understand and agree that any purchase of or security interest in the Collateral, other than by us or authorized by us in writing, will constitute a breach of this Agreement. You authorize us and our assignees to file any documentation, including, but not limited to, this Agreement, relating to such security interest in the Collateral, including, but not limited to, a copy of this Agreement, a UCC financing statement, county fixture filing or any other filing required for us to perfect our security interest in the Collateral. Our security interest in the Collateral takes priority over any mortgage on the Project Residence, whether such mortgage is granted before or after the date of this Agreement. It is possible that a lender making a loan secured by the Project Residence, including but not limited to a mortgage refinancing of an existing mortgage, will deem the Collateral to be part of the Project Residence and will object to our interest in the Collateral taking priority over its interest in the residence. Upon request, we will confirm to any mortgage lender that our lien is limited to the Collateral and does not extend to any part of the Project Residence.

(b) To extent permissible by law, you irrevocably grant us a limited power of attorney with full power of substitution and re-substitution, to sign any documents and perform any acts, in your name and on your behalf, for the exclusive purpose of exercising our rights with respect to the Collateral under this Agreement or applicable law. You also agree not to pledge, mortgage, encumber or otherwise permit the Collateral at any time to be subject to any lien or encumbrance that is superior to our security interest. Subject to applicable law (including any notice, cure and/or redemption rights provided by applicable law), upon default, we may remotely disable the functioning of the System, whether or not we then attempt to remove the System, enter upon the Project Residence and disable and/or remove the System, sell or otherwise dispose of the System, including any environmental incentives, assume your rights under any environmental incentives and give notice to the other parties thereto that payments thereunder shall be made to us and not to you, initiate a collection action against you, recover our costs of repossession, storage and collection and exercise any other rights provided by this Agreement or applicable law. If we disable the functioning of the System, you understand that any fees and costs associated with that action may be added to the amount due hereunder.

(c) You represent and warrant to us: (i) the Project Residence is your primary residential home dwelling and/or vacation home and is not a rental property, a condominium or townhome where you do not own the roof on which the System is installed or any business or commercial establishment or used as such and (ii) you, or a trust controlled by you, are the fee simple owner of the Project Residence and the Collateral.

(d) You agree to provide us or our designees, after receiving reasonable notice, with access to the Project Residence for the purposes of (i) inspecting the System while this Agreement is in effect or (ii) in the case of a foreclosure on the Collateral, removing the Collateral from the Project Residence. We have no right to enter unlawfully your Project Residences or commit any breach of the peace to repossess Collateral under this Agreement. You agree to provide to us all available access to any energy production data or other data related to the System or generated in connection with any operations and maintenance service, in each case throughout the term of this Agreement. You hereby authorize any third party in control or possession of your energy production data (or other data related to or generated in connection with the System) to provide us or our designees with such energy production data. You agree to promptly provide such third party with any documentation required by that third party to authorize the third party to provide this data to us.

(e) YOUR OBLIGATION TO PAY US BACK FOR CREDIT EXTENDED HEREUNDER AND OTHER OBLIGATIONS YOU INCUR IS SECURED BY YOUR COLLATERAL. IF YOU DO NOT PAY US

BACK FOR ANY AMOUNT YOU OWE US WHEN YOUR PAYMENTS ARE DUE, WE MAY EXERCISE OUR INTEREST IN THE COLLATERAL, INCLUDING LIQUIDATING, REDEEMING OR SELLING YOUR COLLATERAL, AND WE MAY COLLECT THE PROCEEDS OF ANY EXERCISE OF OUR INTEREST IN THE COLLATERAL, INCLUDING THE PROCEEDS OF ANY LIQUIDATION, REDEMPTION OR SALE OF SUCH COLLATERAL. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ARE PERSONALLY LIABLE FOR ALL AMOUNTS DUE UNDER THIS AGREEMENT. WE ARE NOT REQUIRED TO FORECLOSE ON THE COLLATERAL BEFORE INITIATING PROCEEDINGS AGAINST YOU.

13. Reserved.

(The rest of this page is purposefully blank.)

14. Loan Funding. Our agreement to make you this loan pursuant to this Agreement is consummated on the date set forth above, subject to the terms herein, including, without limitation, your continued qualification for a loan. We will disburse the loan proceeds to the Installation Contractor in accordance with Section 5 and, starting on the First Disbursement Date, interest will accrue in accordance with the terms of this Agreement.

15. Representations, Warranties, and Covenants. You represent, warrant and covenant to us: (i) that every statement made to us in connection with this Agreement is, and will remain, true, complete and correct, (ii) that you are the person identified at the top of this Agreement and are the age of majority where you reside; (iii) that you are not contemplating bankruptcy and that you have not consulted with an attorney regarding bankruptcy in the past six (6) months; (iv) that you have and will continue to have at all times the rights to grant us the security interest provided hereunder to the Collateral and our security interest in the Collateral will be senior to any other interests; (v) that you will cause each payment to us not to be rejected or incapable of being processed; (vi) that you reside, and will continue to reside for so long as this Agreement is in effect, at Project Residence; (vii) that you are not and will not be declared legally incompetent or incapacitated; (viii) that you will notify us in writing of a change in your name, address, telephone number within ten (10) days after a change occurs; (ix) that you will not terminate your agreement with the Installation Contractor related to the System; (x) that you will not remove, modify, sell or otherwise transfer the Collateral without our prior written approval; and (xi) that you will remain at all times in compliance with the terms of this Agreement.

You acknowledge and agree that we may rely on the representations, warranties and covenants above without independent verification of their accuracy.

16. Indemnification. To the maximum extent permitted by applicable law, you agree to indemnify, defend and hold harmless us and our affiliates, assignees and successors against any loss, liability or damage that arises out of or relates to the transaction contemplated by this Agreement.

17. Credit Reporting. We may report your performance under this Agreement to credit reporting agencies, including your failure to make payments on time. Late payments, missed payments, or other defaults on your loan may be reflected in your credit report and may have a negative impact on your credit score. If you wish to know the names of the agencies we have contacted, email us at loan_servicing@joinatmos.com. We may also respond to inquiries about our credit experiences with you as permitted 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 obligation. If you believe that we have reported inaccurate information about your performance under this Agreement to a credit bureau or other consumer reporting agency, notify us in email to loan_servicing@joinatmos.com. When you write, tell us the specific information you believe is incorrect and why you believe it is incorrect. We may obtain and use credit, income and other information about you from credit bureaus and others. You authorize us to investigate your credit standing when underwriting your application or when servicing or reviewing any credit extension under this Agreement. You authorize us to disclose information regarding you and your performance hereunder to credit bureaus and creditors who inquire about your credit standing. We may also obtain follow-up credit reports on you (for example, when we service your loan). You agree to provide us with current financial information and updated application information in such form and at such times as we may request. We may contact any source we deem necessary in investigating your credit worthiness in connection with your application and later in connection with reviewing or renewing any credit extended hereunder and/or taking collection action.

18. Default and Remedies.

(a) If you are in default, we can charge you fees and interest charges as set forth herein, continue to charge such fees and interest charges, file a lawsuit against you or pursue another action not prohibited by law, declare the entire amounts due hereunder, including the Amount Financed and any Capitalized Interest, principal balance of the loan, accrued interest and fees, due and payable at once without notice or demand, exercise any rights we may have against or in your Collateral, accelerate your loan payment, report the default to credit bureau(s), disable or foreclose on the Collateral, pursue any remedies under law, and/or terminate this Agreement without liability. After your default, and subject to the

limitations of applicable law, we may at our option: (a) declare the entire unpaid balance of the Amount Financed and any Capitalized Interest and all other amounts owed by you under this Agreement, including accrued interest and fees, immediately due and payable, (b) require you to surrender the System, (c) provide a report to the credit bureaus regarding your payment history and status of default. You are hereby notified that a negative report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of this Agreement. Late payments, missed payments or other defaults on this Agreement may be reflected in your credit report, (d) foreclose on the Collateral (and exercise any other rights with respect to the Collateral that we have under this Agreement or applicable law, including entering upon your property and disabling the System and/or any monitoring services provided for such System). If we choose to foreclose on the Collateral, we may, among other things, take possession of the Collateral and then sell, lease or otherwise dispose of this property, and/or (e) exercise all other rights and remedies available to us under applicable law. In the event of your default, and subject to any limitations or requirements of applicable law, you agree to pay all costs, including reasonable attorney's fees, incurred by us (i) in collecting all amounts due hereunder, whether or not suit is brought against you, and (ii) in protecting ourselves from any harm that we may suffer as a result of your default. Notwithstanding anything to the contrary, our rights under this Agreement are cumulative and we may exercise these rights at any time you default. In the event 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. To the fullest extent permitted by law, 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, and, 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. Unless otherwise prohibited by state law, you are to promptly reimburse us, with interest, for all costs and expenses incurred in connection with removing the System, stabilizing and restoring your roof if we take possession of the System, the cost of disabling the System and subsequent reactivation in cases of delinquency, and the costs we incur in selling or otherwise disposing of the Collateral. If we choose to foreclose on the Collateral, we will apply any cash proceeds in the order of priority set forth in Section 6 of this Agreement and then to you or as a court may otherwise direct.

(b) You are in default of this Agreement if: (1) you commit a breach of any obligation, covenant or requirement under this Agreement or fail to perform any obligation hereunder, including failing to make a required payment when due or before the payment due date; (2) we determine you made a false or misleading statement to us, or otherwise attempted to defraud us or any representation or warranty made at any time by you, or in any certificate, other instrument or statement furnished pursuant to the provisions hereof or thereof or in connection with this Agreement, is false or misleading in any respect; (3) if you die or are declared legally incompetent or incapacitated; (4) you are subject to a bankruptcy or insolvency proceeding or make any assignment for the benefit of creditors; (5) any payment you make is rejected, not paid or cannot be processed; (6) you do not have the right to grant us the security interest provided hereunder to the Collateral; (7) you permanently reside outside of the U.S.; (8) you fail to notify us in writing of a change in your name, address, telephone number within ten (10) days after a change occurs; (9) you terminate your agreement with the Installation Contractor related to the System; (10) you remove, modify, sell or otherwise transfer the Collateral without our prior written approval; or (11) you fail to comply with any term of this Agreement.

19. Communications. Unless we tell you otherwise, you can notify us through your loan servicing dashboard offered by Servicer, and we may communicate with you and enter into business with you electronically pursuant to the E-Sign Act Disclosure and Consent. To the extent permitted by applicable law, you authorize us and our affiliates, agents, and contractors, and anyone to whom we may sell your loan or this Agreement, to contact you to service your loan or for collection purposes. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that we, our affiliates, agents, and contractors and anyone to whom we may sell your loan or this Agreement may: (1) contact you in any way, including mail, email, calls, and texts, including a mobile, wireless, or similar device, even if you are charged by your provider, and using automated telephone equipment or prerecorded messages; (2) contact you at any number that you have given us or any number have for you in our records, including your cellular or other wireless device, even if that number is a wireless, cellular, or mobile number, is

converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you provide to us or any other person or company that provides any services in connection with this Agreement. You further understand that, when you receive a telephone call, text message or e-mail, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that we and our representatives will have no liability for such charges. You authorize us to monitor and/or record your calls with us. For the avoidance of doubt, you agree that if you are past due or in default, you will accept calls from us regarding the collection of your loan. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You agree to notify us immediately if you change your legal name, email address, mailing address, or phone number. It is your sole responsibility to provide and maintain your current mailing address, email address, and other contact information with us. You understand that anyone with access to your telephone or e-mail account may listen to or read the messages that we or our representatives leave or send you, and you agree that we and our representatives will have no liability for anyone accessing such messages. For the avoidance of doubt, you understand and agree the authorizations granted hereunder apply to and authorize Servicer.

20. Governing Law. This Agreement, your loan, and any claim, dispute, or controversy arising from or relating to this Agreement or your loan are governed by U.S. federal law and, to the extent not preempted by U.S. federal law, the law of the State of North Dakota (without regard to conflicts of laws principles). We are located in the State of North Dakota, disburse funds from the State of North Dakota, and we accept this Agreement in North Dakota.

21. Arbitration. Please read this Arbitration provision carefully because you are waiving the right to have disputes heard by a judge and jury and you waive the right to bring or participate in a class, representative or private attorney general action. This Arbitration provision does not apply to you if, as of the date of this Agreement, you are a member of the Armed Forces or a dependent of such member entitled to protection under the federal Military Lending Act. Subject to the preceding sentence, the following Arbitration provisions will apply:

(a) Definitions. The following definitions apply to this Arbitration provision, even if terms defined in this Arbitration provision are defined differently elsewhere in this Agreement: (1) “We,” “us” and “our” mean The Bank of Tioga or any subsequent holder of this Agreement. Also, these terms include the parents, subsidiaries, affiliates and successors of such company, as well as the officers, directors, agents and employees of any of the foregoing. These terms also include any party named as a co-defendant with us in a Claim asserted by you, such as marketing companies, credit bureaus, credit insurance companies, credit card or loan servicers and debt collectors; (2) “You,” “your” and “yours” includes you, the obligor under this Agreement, and any other person who receives any services, products or credits in connection with this Agreement; (3) “Administrator” means the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 800-778-7879 or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 800-352-5267; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party initiating an arbitration selects the Administrator. Notwithstanding any language in this Arbitration provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that would purport to override subsection below, captioned “No Class Actions” (the “Class Action Waiver”); (4) “Claim” means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or the loan, including disputes arising from actions or omissions prior to the date of this Agreement. “Claim” has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, it does not include disputes about the validity, enforceability, coverage or scope of this Arbitration provision or any part thereof (including, without limitation, the Class Action Waiver, the final sentence in subsection below under the caption “Survival, Severability, Primacy” and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or

argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide. Claim does not include: (i) any individual action brought by you or us in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; (ii) the exercising of any self-help rights by you or us; or (iii) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation will not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Arbitration provision.

(b) General. Either you or we may elect to arbitrate or require the other party to arbitrate any Claim (as defined below) under the following terms and conditions. If you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) participate in a class action in court or in arbitration, either as a class representative or a class member; (3) act as a private attorney general in court or in arbitration; or (4) join or consolidate your Claim(s) with claims of any other person. The right to appeal and the right to discovery are more limited in arbitration than in court. Other rights that you would have if you went to court may also not be available in arbitration.

(c) Starting or Demanding Arbitration. To start an arbitration, the party asserting the Claim (the "Claimant") must commence the arbitration in accordance with the Administrator's rules. To require arbitration of a Claim, the party defending the Claim (the "Defending Party") must give the Claimant a written demand for arbitration. This demand may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If an arbitration is commenced or an arbitration demand is given, the Claim shall be resolved by arbitration under this Arbitration provision and the applicable rules of the Administrator then in effect.

(d) Location and Costs. Any arbitration hearing that you attend will take place in North Dakota. If you cannot obtain a waiver of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, we will consider in good faith any request by you for us to bear such fees. We will pay for our own attorneys, experts and witnesses and will pay the reasonable fees and charges of your attorneys, experts and witnesses if and to the extent you prevail in the arbitration. Even if you do not win the arbitration, we will pay any of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, and the fees and charges of your attorneys, experts and witnesses, if and to the extent we are required to pay such fees and charges by law or the Administrator's rules or in order to make this Arbitration provision enforceable.

(e) Arbitrator Selection and Discovery. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, unless the parties agree otherwise, the arbitrator must be a retired or former judge or a lawyer with at least ten (10) years of experience. In addition to the parties' rights under the Administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

(f) Effect of Arbitration Award. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1 et seq. (the "FAA"); and (2) Claims involving more than \$50,000. If permitted by the Administrator's rules, for Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. The costs of any appeal will be borne in accordance with subsection above, captioned "Location and Costs."

(g) Governing Law. This Agreement governs transactions involving interstate commerce and accordingly this Arbitration provision shall be governed by the FAA and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by

the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration provision and the Administrator's rules.

(h) Survival, Severability, Primacy. This Arbitration provision shall survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Arbitration provision and the Administrator's rules or other provisions of this Agreement, this Arbitration provision will govern. If any portion of this Arbitration provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made with respect to any Claim that the Class Action Waiver is unenforceable, only this sentence of the Arbitration provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

(i) Amendment. Notwithstanding any provision of this Agreement to the contrary, we will not amend this Arbitration provision in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration provision in its entirety.

(j) Notice and Cure. Prior to initiating a lawsuit or arbitration regarding a Claim, the Claimant shall give the Defending Party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim on an individual basis. Any Claim Notice to you shall be sent in writing by mail to the address for you maintained in our records or by electronic mail to the email address for you maintained in our records. Any collection letter we send to this email or address shall be deemed to be a Claim Notice. Any Claim Notice to us shall be sent to us by email at loan_servicing@joinatmos.com. Any Claim Notice you send must provide your loan ID number and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests. Upon receipt of a Claim Notice, we will credit you for the standard cost of a certified letter.

(k) Special Payment. If (1) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with subsection captioned "Notice and Cure" (including the timing requirements thereof); (2) we refuse to provide you with the relief you request; and (3) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$500 in addition to the attorney, witness and expert fees and costs to which you are entitled.

(l) Opt Out Procedure. You may opt out of this Arbitration provision for all purposes by sending an arbitration opt-out notice to Atmos Financial, PBC at P.O. BOX 8836, Emeryville, CA 94662, which is received at the specified address within 30 days of the date first set forth above. The opt-out notice must clearly state that you are rejecting arbitration; identify the Loan ID to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt-out notice by mail, delivery service (e.g., UPS, FedEx), or courier as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration provision. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt-out notice on your behalf. If you opt out of this Arbitration provision, all other parts of this Agreement will continue to apply.

22. Other Terms.

(a) Waiver of Jury Trial; No Class Action. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO

REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. Notwithstanding any language herein to the contrary, neither you nor we will have the right to: (1) participate in a class action in court or in arbitration, either as a class representative, class member or otherwise; (2) act as a private attorney general in court or in arbitration; or (3) join or consolidate any claims by or against you with claims by or against any other person.

(b) Privacy Notice. You acknowledge and agree to our privacy notice, which may be found here: <https://www.thebankoftioga.com/filesimages/documents/TBOT-Privacy-Policy.pdf>

(c) Waiver of Demand. You hereby waive demand, notice of non-payment, protest, and all other notices or demands whatsoever, unless such waiver is prohibited by law.

(d) Waiver; Entire Agreement; Severability. We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. Without limiting the generality of this section, we may waive finance charges or fees that we may charge you without notifying you and without losing our right to charge them in the future. This Agreement is the final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. Only those terms in writing are enforceable. Oral or unexecuted 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 and us 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. If any of the provisions of this Agreement are held to be unenforceable or invalid for any reason, the remaining provisions hereof shall nevertheless remain enforceable, and shall be interpreted in such a manner to preserve the enforceability of this Agreement to the maximum extent permitted by applicable law.

(e) Assignment and Transferable Records. You may not assign your rights or obligations under this Agreement without our consent. We may at any time, and without notice to you, sell, assign or transfer your loan, any amounts due hereunder, this Agreement, or rights or obligations under this Agreement to any person or entity, including our Servicer. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred, and shall have the right to, without notice to you, sell, assign or transfer your loan, any amounts due hereunder, this Agreement, or rights or obligations under this Agreement to any other person or entity. We will also share with any prospective purchaser of this Agreement, loan, any amounts due hereunder or our rights or obligations under this Agreement all personal information you may provide us or that we collect in connection with your loan. You authorize us to share such information about you or your loan with our affiliates and others. You further understand and agree that we and any assignee of this Agreement may share account information with any servicer or sub-servicer. YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT IS A "TRANSFERABLE RECORD" FOR ALL PURPOSES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND THE UNIFORM ELECTRONIC TRANSACTIONS ACT. You hereby appoint us as your agent (in such capacity, the "Note Registrar") for the purpose of maintaining a book-entry system (the "Register") for recording the names and addresses of any owner of beneficial interests in this Agreement (the "Agreement Owners") and the principal amounts and interest on this Agreement owing to each pursuant to the terms hereof from time to time. The person or persons identified as the Agreement Owners in the Register shall be treated as the owner(s) of this Agreement for purposes of receiving payment of principal and interest on such Agreement and for all other purposes. With respect to any transfer by an Agreement Owner of its beneficial interest in this Agreement, the right to payment of principal and interest on this Agreement shall not be effective until the transfer is recorded in the Register.

(f) TERMINATION. We may terminate this Agreement (i) if the first loan disbursement does not occur within 90 days of the date you first received credit approval by us to enter into this Agreement and if you no longer satisfy the minimum credit requirements we used to approve your credit application for

your loan at that time, (ii) if the first loan disbursement does not occur within 180 days of your Loan Start Date, (iii) if you are approved for a loan but fail to provide additional information and/or documentation requested in relation to your loan application; or (iv) if any representation made by you in, or in connection with, your loan application or this Agreement is false in any material respect when made (inclusive of providing any falsified or forged documentation). If this Agreement is terminated for any of the reasons, your repayment obligations will survive.

(g) FORCE MAJEURE EVENT. Notwithstanding anything to the contrary in this Agreement, we may suspend or terminate its obligations under this Agreement upon a Force Majeure Event. During any period in which a Force Majeure Event prevents, limits or otherwise impairs our ability to perform our obligations under this Agreement, we reserve the right to (i) suspend our performance of such obligations until such time as we determine our performance is no longer prevented, limited or otherwise impaired and/or (ii) terminate this Agreement.

(h) NO WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE AND THE SERVICER MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT RESPONSIBLE FOR THE QUALITY, SAFETY, LEGALITY, OR ANY OTHER ASPECT OF ANY GOODS OR SERVICES YOU PURCHASE FROM A MERCHANT. ALL OF OUR SERVICES AND FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THE BANK'S SERVICES OR SERVICER FEATURES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

(i) LIMITATION ON LIABILITY. EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM OUR FAILURE TO ACT, OR ANY DELAY BEYOND TIME LIMITS PRESCRIBED BY LAW OR PERMITTED BY THIS AGREEMENT IF SUCH FAILURE OR DELAY IS CAUSED BY MAINTENANCE OR INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, GOVERNMENT ACTION, ACTS OF WAR, TERRORISM OR CIVIL STRIFE, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF US. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR THE SERVICER BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND WE MAY ONLY BE LIABLE FOR DIRECT, ACTUAL DAMAGES ONLY. FURTHERMORE, WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

(j) Savings Clause. If a law applicable to the loan sets maximum interest, fees, or charges for the loan, and is finally interpreted such that interest, fees, or charges due or collected under the loan exceed the permitted limits then: (a) any such interest, fee, or charge will be reduced by the amount necessary to comply with the permitted limit; and (b) upon request or as soon as practicable upon discovery by us, any amounts already collected from you exceeding such a permitted limit will be refunded to you. We may choose to make this refund by crediting the balance due under the loan or by making a direct payment to you.

(k) Conflicts and Rules of Interpretation. If there is a conflict between this Agreement and any other document or statement made to you concerning the loan, this Agreement will govern. If you are a resident of a state for which an additional notice is provided below under the section titled "Important State Notices" and such applicable notice conflicts with a term of this Agreement, such notice shall control to the extent necessary for this Agreement to comply with applicable law. For purposes of this Agreement: (a) words importing the singular include the plural and vice-versa, (b) references to "Sections," "subsections," and other subdivisions without reference to a document are to designated Sections,

subsections, and other subdivisions of this Agreement, unless otherwise expressly set forth in this Agreement, (c) the term “include,” “includes,” or “including” is deemed to be followed by the words “without limitation,” (d) the term “or” will be deemed to be used in the inclusive sense of “and/or,” unless the context requires otherwise, (e) the headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement, (f) any consent or approval that may be given by a party may be given or withheld in the party’s sole and absolute discretion, unless otherwise expressly set forth in this Agreement, (g) all references in this Agreement to days, months, or years means calendar days, calendar months, or calendar year, unless otherwise expressly set forth in this Agreement, and (h) this Agreement is the product of negotiation by the parties having the assistance of counsel and other advisors and should not be construed more strictly with regard to one party than with regard to the other.

23. Loan Cancellation. YOU MAY CANCEL THIS AGREEMENT THREE BUSINESS DAYS FROM THE DATE FIRST SET FORTH ABOVE; PROVIDED, HOWEVER, THE INSTALLATION CONTRACTOR HAS NOT INSTALLED THE SYSTEM. YOUR AGREEMENT MAY BE CANCELLED BY TELEPHONE AT THE PHONE NUMBER BELOW BETWEEN THE HOURS OF 5:00 AM TO 5:00 PM EASTERN TIME, MONDAY THROUGH FRIDAY AND 8:00 AM TO 5:00 PM EASTERN TIME SATURDAYS, EXCEPT FOR DAYS DEEMED HOLIDAYS BY US, OR VIA EMAIL AT THE ADDRESS BELOW. CANCELLATION OUTSIDE OF NORMAL BUSINESS HOURS CAN ONLY BE MADE VIA EMAIL. CANCELLATION BY EMAIL WILL BE DETERMINED BY THE TIME STAMP ON THE EMAIL AS IT APPEARS IN OUR OR OUR AGENT’S INBOX. IF YOU DECIDE TO CANCEL, THE INSTALLATION CONTRACTOR WILL BE ENTITLED TO REMOVE THE SYSTEM AND UPON ITS REMOVAL, RETURN ANY LOAN PROCEEDS TO US. IF INSTALLATION CONTRACTOR CANNOT REMOVE THE SYSTEM OR THE SYSTEM HAS BEEN DAMAGED, YOU WILL STILL BE RESPONSIBLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO PAYMENT OF ANY FEES, INTEREST, AND PRINCIPAL OF THE LOAN. YOU MAY CANCEL THIS AGREEMENT BY CONTACTING US AT LOAN_SERVICING@JOINATMOS.COM OR CALLING (866) 246-7194. IN OUR SOLE DISCRETION, WE MAY TERMINATE THIS AGREEMENT FOR ANY REASON PRIOR TO THE FUNDING OF YOUR LOAN AND INSTALLATION OF THE SYSTEM. IF YOU MAKE THE SYSTEM AVAILABLE TO US AND THE INSTALLATION CONTRACTOR AND WE OR THE INSTALLATION CONTRACTOR DO NOT PICK UP THE SYSTEM WITHIN 20 DAYS OF THE DATE WE RECEIVE YOUR NOTICE TO CANCEL THE LOAN, YOU MAY RETAIN OR DISPOSE OF GOODS WITHOUT FURTHER OBLIGATION. IF YOU CANCEL THIS LOAN AND YOU TRADED IN PROPERTY OR PROVIDED ANY PAYMENTS UNDER THIS AGREEMENT, WE WILL RETURN YOUR MONEY WITHIN 10 BUSINESS DAYS OF THE DATE WE RECEIVE YOUR NOTICE TO CANCEL THE LOAN, SUBJECT TO THE TERMS OF THIS AGREEMENT.

IMPORTANT STATE NOTICES

Each of the following notices and amendments apply only to the residents of the states indicated.

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

Arizona residents: To the extent applicable, this instrument is based upon a home solicitation sale, which is subject to the provisions of title 44, chapter 15.1. This instrument is not negotiable.

Arizona, Rhode Island and Washington residents: You may cancel this agreement if it has not been signed at the main office or a branch office of the seller, provided you notify the seller at his main office or branch office shown in the agreement by registered or certified mail, which shall be posted not later than midnight of the third calendar day after the day on which the buyer signs the agreement, excluding Sunday and any holiday on which regular mail deliveries are not made. See the attached notice of cancellation form for an explanation of buyer’s rights.

California residents: A married applicant may apply for a separate account. As required by California 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. A copy of the California Solar Energy System Disclosure Document can be found [here](#). If we take any adverse action as defined by § 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information

contained in a consumer credit report, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished the consumer credit report and from any other consumer credit reporting agency that complies and maintains files on consumers on a nationwide basis. If you are 65 years of age or older: You, the buyer, may cancel this transaction at any time prior to midnight of the fifth business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Connecticut residents: This instrument is based upon a home solicitation sale; which sale is subject to the provisions of the home solicitation sales act. This instrument is not negotiable. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Florida residents: Prior to completing this Agreement, please complete the Florida Distributed Energy Generation System Purchase Disclosure Form which can be found [here](#). If this is a home solicitation, and if you do not want goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or any part of any cash down payment.

Illinois: Unless you provide us with evidence of the insurance coverage required by your Agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our Agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

For Illinois residents, Section 18(b) of the Agreement, as set forth above, is hereby deleted and replaced with the following: "You are in default if: (1) Payment default: you fail to make any payment when due under this Agreement; (2) Break other promise: you break any promise made to us or fail to perform promptly at the time and strictly in the manner provided in this Agreement or in any agreement related to this Agreement, or in any other agreement or loan I have with us; (3) False statements: any representation or statement made or furnished to us by you or on your behalf under this Agreement or the related documents is false or misleading in any material respect, either now or at the time made or furnished; (4) Death or insolvency: you die or become incompetent or insolvent, a receiver is appointed for any part of my property, you make an assignment for the benefit of creditors or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws; (5) Defective collateralization: this Agreement or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason; (6) Collateral damage or loss: any collateral securing this Agreement is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance; (7) events affecting guarantor: Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness; or (8) we, in good faith, believe ourselves insecure."

Iowa, Missouri Nebraska and Kansas residents: Do not agree to this Agreement before you read it. You are entitled to a copy of this Agreement. This Agreement may only be changed by another written agreement. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

ORAL LOAN AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF SUCH DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT BORROWER(S) AND THE

LENDER AND ANY HOLDER OF THIS NOTE 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.

For Iowa residents, Section 18(b) of the Agreement, as set forth above, is hereby deleted and replaced with the following: "You are in default if: (1) you fail to make a required payment within ten (10) days of when it is due; or (2) you fail to observe any covenant of this Agreement, breach of which materially impairs the condition, value or protection of our rights in any collateral securing the indebtedness or materially impairs your right to pay amounts due under this Agreement."

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

New Hampshire residents: You are not required to enter into this Agreement as a condition of purchasing any property, goods or services. Reasonable attorney fees shall be awarded to the prevailing party in any action you bring against us or we bring against you. If we successfully assert a partial defense or set-off, recoupment, or counterclaim to an action brought by you, the court may withhold from you the entire amount or such portion of the attorney's fees as the court considers equitable. You or your attorney may file a complaint with the New Hampshire Bank Commissioner.

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, actions or practices (i) by which lender is or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may be or will be taken by lender unless prohibited by "applicable law" are permitted by New Jersey law.

New York residents: You 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.

New York, Rhode Island and Vermont: You understand and agree that we may obtain a consumer credit report in connection with this application and in connection with any update, renewals for extension of any credit as a result of this application. If you ask, you will be informed whether or not such a report was obtained, and if so, the name and address of the agency that furnished the report. You also understand and agree that we may obtain a consumer credit report in connection with the review or collection of any loan made to you as a result of this application or for other legitimate purposes related to such loans.

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 the law.

Texas residents: This written loan Agreement is the final agreement between you and us and may not be changed by prior, current, or future oral agreements between you and us. There are no oral agreements between you and us relating to this Agreement. Any change to this Agreement must be in writing. Both you and we have to sign written agreements. You hereby waive your common law rights to receive notice of intent to accelerate and notice of acceleration. This means that you give up the right to receive notice that we intend to demand that you pay all that you owe on this Agreement at once (accelerate) and notice that we have accelerated.

Utah residents: You agree and acknowledge that pursuant to Utah Code § 70C-4-105 you are waiving your right to initiate or participate in a class action related to this Agreement.

Washington residents: Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

Washington, D.C. residents: BUYER'S RIGHT TO CANCEL. If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and it must be sent before midnight of the third business day after you signed this agreement. The notice must be sent to loan_servicing@joinatmos.com. If you cancel, the seller may not keep any of your cash down payment.

Wisconsin residents: For married Wisconsin residents, your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under § 766.59 of the Wisconsin statutes or court decree under § 766.70 adversely affects our interest unless, prior to the time that the loan is approved, we are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. If this loan for which you are applying is granted, you will notify us if you have a spouse who needs to receive notification that credit has been extended to you.

ACKNOWLEDGMENTS

- I hereby declare that I have read and understand all of the terms of this Agreement, including the arbitration provision.
- I hereby declare that I am free to download or access a completely filled-in copy of this Agreement and review it.
- I hereby agree to the terms of this Agreement, including agreeing to obtain extensions of credit as described in this Agreement and paying back the loan amount in full together with all accrued interest and applicable fees.
- I received a completely filled-in copy of this Agreement, including the Truth-in-Lending Disclosures.
- I have read and agree to the privacy policies included herein.
- I authorize the Installation Contractor to assist me in completing and submitting my application to you. I recognize that in connection with providing me with this assistance, the Installation Contractor will have access to my application, my signed home solar loan agreement, personal information contained on my application and other information obtained by you. I expressly authorize you to share all such personal information related to my application, financial information and underwriting decision with the Installation Contractor. I understand that I can revoke this authorization, at any time, in writing to you at loan_servicing@joinatmos.com. I understand that if I revoke this authorization, my application cannot be processed by you and you will treat the application as withdrawn.

DocuSigned by:
By: 
AB23F0E4F3D44F5...

Name: **Anusha Lakshmi Kalikivaya**
Address: **33 Edris Ln**
Phone: **Mechanicsburg PA 17050**
Email: **7178312324**
kalikivaya.anusha@gmail.com

E-SIGN Act Disclosure and Consent

Last updated: July 2022

We may need to provide you with certain communications, notices, agreements, billing statements, or disclosures in writing (“Communications”) regarding the product and other services we provide or our bank partner provides through us (the “Services”) and enter into transactions with you electronically. This E-Sign Disclosure and Consent (the “Consent”) covers Atmos Financial, PBC and its affiliates and service providers, as well as bank partners that offer loans or other financial products through our services or products, and their respective successors and assignees (individually and collectively, “us,” “we” or “our”). The words “you” and “your” means each applicant, account owner and anyone else who consents to this Consent. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly. This Consent allows us to provide you with electronic version of important notices and documents associated with our respective products and services. “Communications” under this Consent include each disclosure, notice, agreement, privacy policy, statement, record, document, and other information that may be required or otherwise provided during the business relationship between you and any of us in connection with your loan issued by our banking partners. We reserve the right to provide Communications in paper form.

You agree to receive electronic Communications from us.

Your agreement to this E Consent confirms your ability and consent to receive Communications electronically from us, rather than in paper form, and to the use of electronic signatures in our relationship with you. The Services are intended for use only by person(s) who are willing and able to receive notices and communications from us electronically. If you choose not to agree to this Consent, you may not be allowed to access the Services. Similarly, if you withdraw your consent, your access to the Services may be terminated. Under this Consent, we may provide all Communications electronically by email, by text message, or by making them accessible via our websites or applications. Except where required by law, we do not provide paper copies of any documents. You agree that all Communications provided to you in electronic form by us will be considered “in writing”. You should print or download for your records a copy of this Consent and any other Communications you wish to retain.

Minimum system requirements for accessing electronic Communications.

To access and retain the electronic Communications, you will need the following:

- A computer or mobile device with Internet or mobile connectivity.
- For desktop website-based Communications:
 - Recent web browser that includes 256-bit encryption;
 - The browser must have cookies enabled. Use of browser extensions may impair full website functionality; and
 - Minimum recommended browser standards are the most recent versions of Mozilla Firefox (see <http://www.mozilla.com> for latest version), Apple Safari (see <http://www.apple.com/safari> for latest version), or Google Chrome (see <http://www.google.com/chrome> for latest version).
- For application-based Communications:
 - Apple iPhone or iPad running iOS version 13.0 or higher.
 - Android phone or tablet running Android version 10.0 or higher.
- Access to the email address used to create your account with us.
- Software that permits you to receive, access and retain Portable Document Format or "PDF" files, such as Adobe Reader (available for download at <http://www.adobe.com>).
- Sufficient electronic storage space to save Communications on your computer or mobile device's hard drive or other data storage unit and/or a printer to print them.

By consenting to this Consent, you confirm that the electronic device you use to access our products or services meets the minimum specifications and requirements outlined above. You will be notified of any changes to the hardware and/or software requirements that may create a material risk that you may not be able to access or retain Communications. Your continued use of the Services after receiving a notice of such changes constitutes your reaffirmation of this Consent.

Withdrawal of Consent to Electronic Communications

You have the right to withdraw your consent to receive electronic Communications. If you withdraw your consent, we may terminate your account and related services. To withdraw your consent, please contact us at loan_servicing@joinatmos.com. Any withdrawal of your consent will be effective after a reasonable period of time for processing your request, and we will confirm your withdrawal of consent and its effective date in writing (either electronically or in paper form).

You have the right to request documents physically, on paper.

You will have the right to request any Communications covered by this Consent in physical, paper form. To receive a paper copy of any document that has been previously provided to you, please contact customer service at loan_servicing@joinatmos.com. There is no cost for requesting paper documents. Future Communications will continue to be delivered electronically unless you withdraw your consent, as described below. We reserve the right to terminate our relationship, if we are unable to support certain requests for paper documents.

Updating Your Email Address

It is your responsibility to promptly notify us of any change in your email address or any other contact information. You can change your email address on record for you by writing to us at loan_servicing@joinatmos.com.

Consent

By signing this agreement, you consent to the electronic delivery of all Communications. You cannot open this account without acceptance of this Consent. By consenting to electronic delivery of Communications, you also agree that we will not be providing to you any future Communications in paper form, unless specifically requested by the means defined above. You should retain a copy of this Consent and all other Communications for your records.

X DocuSigned by:
Anusha Lakshmi Kalikivaya
AB23F0E4F3D44F5...

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; justify-content: space-between; align-items: center;"> <div style="border-top: 1px solid black; border-left: 1px solid black; width: 40%; height: 40%;"></div> <div style="border-top: 1px solid black; border-right: 1px solid black; width: 40%; height: 40%;"></div> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	Kalikivaya		Anusha Lakshmi		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
33 Edris Ln		Mechanicsburg PA 17050			

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME					
	The Bank of Tioga				
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
7 North Main St Tioga ND 58852 USA					

4. COLLATERAL: This financing statement covers the following collateral:

All of Debtor's right, title and interest in and to the System described in Exhibit A (consisting of three (3) total pages), attached hereto and made a part hereof.

Total Pages: 3

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**EXHIBIT A
TO
UCC-1 FINANCING STATEMENT**

Debtor(s):

Anusha Lakshmi Kalikivaya
33 Edris Ln
Mechanicsburg PA 17050

Secured Party:

The Bank of Tioga

Continued from Item 4:

The Debtor(s) hereby grant to Secured Party a valid, perfected and continuing first priority security interest in and to all of the Debtors' right, title, and interest, whether now owned or existing or hereafter from time to time acquired or coming into existence, in the System financed in connection with or under the Loan Agreement (as defined below).

Capitalized terms used herein but not defined shall have the meaning assigned to such term set forth below or shall have the meaning assigned to such terms in the Loan Agreement, dated as of 04/27/2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between the Debtor(s) and the The Bank of Tioga.

"Debtor(s)" means the obligors under such Loan or Loan agreement.

"Loan" means a loan or other financing arrangement made by the Secured Party to the Debtor(s) in accordance with and subject to the terms and conditions set forth in the Loan Agreement. The Loan is made to Debtor(s) to purchase or install a System and related items and services.

"Residence" means the Borrower's residential structure, whether or not attached to real property, residential home dwelling and/or second home (including any vacation homes) and is not a rental property, or any business or commercial establishment or used as such.

"System" means any (a) residential solar power generation system, including photovoltaic panels or modules, photovoltaic systems, electricity storage, charging, energy efficient monitoring equipment (including batteries and automobile charging equipment), thermostat equipment, security or performance monitoring, home automation services, prepaid operations and maintenance agreements and related landscaping, roofing or re-roofing, inverters, racking systems, wiring, electrical and mechanical connections, metering, monitoring, weatherproof housings, disconnects, over current devices and/or other distributed generation interconnected equipment for installation in or at the Borrower's Residence, and (b) electricity storage unit on a standalone basis, including wiring, electrical system upgrades and any additional equipment or services related to the installation thereof.

A PURCHASE OF OR SECURITY INTEREST IN ANY COLLATERAL OR SYSTEM DESCRIBED IN THIS FINANCING STATEMENT WILL VIOLATE THE RIGHTS OF THE SECURED PARTY.

FILED WITH SECRETARY OF STATE OF THE STATE OF PA.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Anusha Lakshmi Kalikivaya

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
33 Edris Ln

6 City, state, and ZIP code
Mechanicsburg PA 17050

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

8	6	9	-	8	6	-	0	5	9	7
---	---	---	---	---	---	---	---	---	---	---

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Anusha Lakshmi Kalikivaya* DocuSigned by: *Anusha Lakshmi Kalikivaya* Date ▶ **04/27/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.