

Lender: **Enium Capital Group**  
 7927 High Point Parkway, Suite 350  
 Sandy, UT 84094



## Congratulations on your new Solar Loan!

Enium Capital Group is dedicated to being economically and environmentally friendly by offering lending products that promote the use of renewable energy. We are pleased to unite with you in this effort to “Go Green” and invite you to join us in our continued journey of making renewable energy available for everyone.

### 25 Year Fixed Solar Loan Application #97765595; Loan Amount: \$76,700.00

	<i>Interest Rate</i>	<i>Monthly Payment w/ACH</i>	<i>Monthly Payment w/o ACH</i>
<i>Year 1:(Promo Pmts)</i>	<u>0.00%</u>	<u>\$15.00</u>	<u>\$15.00</u>

*If a total of 26% principal is paid during the promotional period and no additional principal prepayment occurs within 120 days after the promotional period expires, your payment will be:*

<i>Years 2-25*</i>	<u>3.99%</u>	<u>\$298.87</u>	<u>\$306.57</u>
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*If NO principal is paid during the promotional period and no principal prepayment occurs within 120 days after the promotional period expires, your payment will be:*

<i>Years 2-25*</i>	<u>3.99%</u>	<u>\$402.93</u>	<u>\$413.32</u>
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Actual payment will be reduced if there are principal payments made during Year 1 or principal prepayment during the 120 days immediately after the promotional period expires, according to the following note and agreement. Payments reamortize twice – once based on the balance outstanding at the end of the promotional period and thereafter based on the balance outstanding 120 days after the end of the promotional period. The actual payment after Year 1 will be calculated using the principal balance at the end of Year 1, and will not change for the remainder of the loan term unless you prepay principal during the 120 days immediately after the end of Year 1. See the note and agreement for additional information.

- Borrower is eligible for a discount equal to a 0.25% reduction in the interest rate **if Borrower elects to authorize automatic payments on the Loan from Borrower’s checking or savings account**
- There is no penalty to pay off this loan early.
- No loan proceeds will be disbursed until all of Lender’s conditions for making the loan have been satisfied.
- Loan amount will be paid to Solar Company on Borrower’s behalf.

### Contact Us:

- Call us at (844) 500-9695 to speak with a Solar Customer Service Representative
- Solar loan inquiries email [borrower@enium.com](mailto:borrower@enium.com) or call (877) 352-1984
- Enium Capital Group correspondence: PO Box 91910 Sioux Falls, SD 57109-1910
- Enium Payments: PO Box 679220, Dallas, TX 75267-9220

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## Consumer Promissory Note and Security Agreement

(This is a Consumer Credit Transaction and a Non-negotiable Consumer Note)

**Borrower(s):** Arlette Barton - Williams  
57 Putnam Ave, Brooklyn, NY 11238

**Principal Amount: \$76,700.00**

**Date of Note: April 12, 2022**

**Promise to pay.** I (“**Borrower(s)**”), jointly and severally, promise to pay to the order of Enium Capital Group (“**Lender**”) (which term shall include any subsequent holder of this Note) the Principal Amount reflected above, together with interest on the unpaid Principal Amount from the date of the final disbursement until all amounts due are paid in full, in accordance with the terms and conditions set forth in this Consumer Promissory Note and Security Agreement (“**Note**”).

### AGREEMENT

1. **Defined Terms.** As used in this Note, the following terms shall have the meanings set forth below:

“**Collateral**” means: (a) the purchase-money security interest in the Fixtures (defined below): whether any of the foregoing is owned now or acquired later; (b) any other assets or property in which Lender is granted a security interest, lien, or pledge as security; and (c) all accessions, additions, replacements, and substitutions relating to any of the foregoing along with all records of any kind relating to any of the foregoing. “**Collateral**” does not include the dwelling or real property on which the fixtures are installed.

“**Fixtures**” means all of **Borrower’s** solar panels and related equipment, machinery, components, wiring, meters, replacement parts, and other goods and services, whether now owned or acquired by Borrower after the date of this Note, which are the subject of any solar products sales contract or other agreement therefor between Borrower and the Solar Company. Borrower and Lender agree that, though this Note refers to fixtures, all property securing this Note is removable personal property and not permanently incorporated into the dwelling or real property on which it is installed.

“**Maturity Date**” means the day that is 300 months after the final disbursement of Loan proceeds.

“**Promotional Period**” means the period starting upon final disbursement of loan proceeds and ending 12 months thereafter.

“**Solar Company**” means that entity with which Borrower has contracted for the purchase and installation of the Fixtures.

2. **Payment.** Borrower is required to make monthly promotional payments during the Promotional Period as set forth in the Truth in Lending Disclosure accompanying this Note. Those payments will begin 30 days after final disbursement of Loan proceeds. After the Promotional Period expires, Borrower will make regular monthly payments to Lender of all Loan principal and accrued interest due as of each payment date until paid in full. If Borrower does not prepay any principal during the Promotional Period or within 120 days thereafter, the amount of the monthly payments of principal and interest for the remaining term of the Note will be as set forth in the Truth in Lending Disclosure accompanying this Note. However, Borrower can lower the amount of the required monthly principal and interest payments due after the Promotional Period from that set forth in the Truth in Lending Disclosure by prepaying principal during the Promotional Period or within 120 days thereafter. At the end of the Promotional Period, Lender will recalculate the remaining payments so that the amount then outstanding will be fully repaid in substantially equal payments of principal and interest over the remaining term of the loan. Thus, for example, if Borrower were to pay 26% of the original principal amount during the Promotional Period, the required monthly principal and interest payments for the remaining term of the loan would be in amounts substantially similar in amount of the scheduled monthly payments during the Promotional Period. Lender will recalculate the remaining payments so that the amount outstanding 120 days after the Promotional Period ends will be fully repaid in substantially equal payments of principal and interest beginning with the seventeenth (17<sup>th</sup>) payment due under this Note through the remaining term of the loan. Thus, for example, even if Borrower made no prepayment of principal during the Promotional Period, if Borrower were to pay a total of 26% of the original principal amount during the 120 days immediately after the end of the Promotional Period, the required monthly principal and interest payments starting with the 17<sup>th</sup> payment due under the Note through the remaining term of the loan would be in an amount closely approximating (but likely slightly higher) than the scheduled monthly payments during the Promotional Period. Payments will be due on the same day of each month for the term of the loan.

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3. **Interest Rate:**

- a. **Interest.** Interest will begin to accrue upon final disbursement of Loan proceeds. Interest will accrue on all unpaid Loan principal and accrued and unpaid interest at an interest rate of 3.99% until the outstanding balance is paid in full. During the Promotional Period, a lower interest rate may apply, as shown in the Truth in Lending Disclosure.
  - b. **Interest Rate Discount; ACH Payments.** Borrower is eligible for a discount equal to a 0.25% reduction in the interest rate if Borrower elects to authorize automatic payments on the Loan from Borrower's checking or savings account. If Borrower's authorization for automatic payments lapses or is withdrawn, Borrower will no longer be eligible for this discount until such time as the automatic payment authorization is restored.
4. **Prepayment.** Borrower may pay all or a portion of the Loan earlier than it becomes due, without penalty. Early payments will not, unless agreed to by Lender in writing or as otherwise set forth in Section 2 of this agreement, result in the adjustment of the amount of future payments due under the payment schedule. Rather, early payments will first reduce any accrued interest amounts, then the principal balance and then other non-default fees and charges, and may result in fewer total payments due over the term of the Loan. If Borrower prepays more than 3 monthly payments, but does not pay loan in full, Borrower's next payment due date will be moved forward a maximum of 3 months, and Borrower's regular monthly payments will recommence monthly thereafter. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed, or that is tendered with other conditions or limitations, or as full satisfaction of a disputed amount, must be mailed or delivered to: Enium Capital Group, PO Box 679220, Dallas, TX 75267-9220.**

5. **Fees and Charges.**

- a. **Returned Payment Fee.** To the extent not prohibited by law, if any payment is returned unpaid for any reason, Borrower agrees to pay a returned payment fee in the amount of \$20 for each such returned payment.
  - b. **Termination/Subordination Fee.** To the extent permitted by applicable law, Borrower agrees to pay \$100 for termination, release, and/or subordination of any lien for which Lender has made a fixture filing.
  - c. **Late Charge.** If Lender has not received the full amount of Borrower's monthly payment within 10 days of the date it is due, Borrower will be charged a late charge of \$5 or 5% of the unpaid amount of the monthly payment, whichever is less.
6. **Interest Calculation Method.** All interest on this Note is computed on a 365/365 basis; that is, by applying the ratio of the interest rate over a year of 365 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.

7. **Application of Payments.** Unless otherwise required by applicable law, Borrower's monthly payments will be applied in the following order if not in default: interest, principal and other non-default fees and charges. If Borrower has paid late or has been otherwise in default, monthly payments may be applied in a different order at Lender's discretion, unless otherwise required by applicable law. Because interest accrues daily on the unpaid principal balance, the amount of the last payment may decrease or increase if Borrower pays early or late. If, on the final scheduled payment date (the "Maturity Date"), Borrower still owes amounts under this Note, Borrower will pay those amounts in full on the Maturity Date. Borrower will make monthly payments to Lender at such location as Lender designates.

8. **Representations and Warranties of Borrower:**

- a. **Authorization of Borrower.** No consent, approval, or notification to any other party is required in connection with the execution, delivery, and performance by Borrower of this Note.
- b. **Litigation Claims and Proceedings.** No litigation, suits, claims, or judicial or administrative proceedings of any nature are pending or, to the best knowledge of Borrower, threatened against Borrower, or Borrower's property, the effects of which would have a material adverse effect on Borrower's financial condition.
- c. **Disclosures.** No representation or warranty by Borrower contained in this Note, and no statement contained in any certificate, schedule, exhibit, list, or other writing furnished to Lender in connection with this transaction contains any material untrue statement of fact or omits to state any material fact necessary in order to make the statements contained herein or therein not materially misleading. All copies of all writings furnished to Lender in connection with this Note or the transactions contemplated hereby, are true and complete in all material respects. All schedules and exhibits to this Note, if any, are true and complete in all material respects.

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- d. **Purchase Money Security Interest.** Borrower hereby grants to Lender a present and first priority lien and security interest in all of the Borrower's right, title and interest in, to and under the Collateral as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of Borrower's obligations under the Loan, the Note and all other documents, agreements, instruments, disclosures and certifications from time to time executed or delivered in connection with or pursuant to any of the foregoing. The security interest granted to Lender by Borrower in the Collateral is a purchase-money security interest. The acquisition of the Fixtures and the financing under this Note are related transactions. The purpose of the Loan is to enable Borrower's acquisition of the Fixtures. Borrower obtained the commitment of Lender to make the Loan prior to arranging for the purchase and installation of the Fixtures. The amount of the Loan does not exceed Borrower's cost of acquiring the Fixtures. Borrower understands and agrees that Lender has a perfected purchase money security interest in the Collateral and that it may, at its sole discretion, file a UCC-1 to further protect its interests. In addition, **Borrower agrees to permit Lender, at Lender's discretion, to make a fixture filing in the real property land records to protect Lender in the event the Collateral is deemed to be a fixture.** Any fixture filing shall not be construed to mean that Lender intends to enforce this Agreement under mortgage or real property laws.
9. **Affirmative Covenants of Borrower.** From and after the date hereof, Borrower shall: (a) manage, operate and maintain the Fixtures in compliance with all of manufacturer's specifications and with all applicable federal, state and local laws, ordinances and regulations; (b) maintain and/or cause to be maintained the Fixtures in good operating condition, reasonable wear and tear excepted; and (c) at its sole cost and expense: (i) take any and all actions necessary to defend its respective title, rights and interests in and to the Collateral against all persons or organizations and, further, to defend the security interest of Lender in the Collateral and the priority thereof against any lien; and (ii) advise Lender promptly, in reasonable detail, of any lien made or asserted against any of the Collateral and of the occurrence of any event that may have an adverse effect on the aggregate value of the Collateral and/or on the security interest in the Collateral granted to Lender.
10. **Negative Covenants of Borrower.** Except as otherwise permitted in this Note, from and after the date hereof Borrower shall not: (a) mortgage, pledge or otherwise encumber or subject to lien, or allow to be encumbered or subjected to lien, or sell, dispose of, or agree to sell or dispose of, or lease or license to others or agree to so lease or license, any of the Fixtures; (b) cancel or change any material existing insurance policy covering the Fixtures, unless replaced by an insurance policy providing substantially the same coverage; or (c) sell or relocate the Fixtures without the prior written consent of Lender.
11. **Default.** Borrower will be in default upon the occurrence of any of the following:
- Payment Default.** Borrower fails to make any payment when due under this Note.
  - Other Default.** Borrower fails to perform, observe or comply with any term, obligation, covenant or condition contained in this Note or in any related document.
  - Default in Favor of Third-Parties.** Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay the Loan or perform Borrower's obligations under this Note or any related documents.
  - False Statements.** Any representation, warranty, or statement made or furnished to Lender by Borrower or on Borrower's behalf in connection with this Note is found to have been false or misleading in any material respect at the time made or given.
  - Death or Insolvency.** Borrower dies or Borrower (i) makes an application for the appointment of a receiver, trustee, or custodian for the Collateral and/or any of Borrower's other assets; (ii) files a petition under any chapter of the Bankruptcy Code or any similar federal and/or state law or regulation providing for the relief of debtors; (iii) makes an assignment for the benefit of Borrower's creditors; or (iv) has a petition in bankruptcy, or other similar relief, filed against Borrower.
  - Collateral Damage or Loss.** Any of the Collateral securing this Note is lost, stolen, substantially damaged, or destroyed and the loss, theft, substantial damage, or destruction is not covered by insurance. Any lien or encumbrance of any kind or character, not in favor of Lender, is attached to the Collateral, or any portion thereof, or any levy, seizure, or attachment thereof or thereon. Lender's lien on or security interest in any of the Collateral becomes unenforceable for any reason.
  - Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession, or any other method, by any creditor of Borrower or by any governmental agency against any of Collateral securing the Loan. Any other order, judgment, or decree for the payment of money which would have a material and adverse effect on the Collateral or the financial condition of Borrower is entered against Borrower.
  - Sale of Property.** Borrower sells or assigns the Collateral, or any portion thereof, without the prior written consent of Lender.

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- i. **Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, such default may be cured if Borrower, after receiving Lender's written notice demanding cure of such default: (i) cures the default within fifteen (15) days; or (ii) immediately initiates steps which Lender, in Lender's sole and absolute discretion, deems to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.
12. **Lender's Rights upon Default.** If, after the funding of this Loan, Borrower is in default, Lender shall have the right to exercise, at its option and subject to any right to cure required by law, any and all rights and remedies available at law and/or in equity, including but not limited to the following:
- a. **Accelerate Note.** Lender, in its sole and absolute discretion, may declare the Loan immediately due and payable, without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Borrower. Lender does not have to give Borrower notice that Lender intends to demand or is demanding that Borrower pay all that Borrower owes at once.
  - b. **Interest After Default.** Following any failure of Borrower to cure any default, or any declaration of acceleration, or upon maturity of the Note, the total sum due under this Note will accrue interest from the date of such failure to cure, acceleration, or maturity at a rate of 15.99%. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.
  - c. **Other Rights and Remedies.** Lender will have all the rights of a secured party under the Uniform Commercial Code and other applicable law. Lender may institute a suit directly against Borrower without first foreclosing on or liquidating the Collateral. Lender may, after reasonable notice to Borrower, enter onto Borrower's premises and take possession of the Collateral. Lender may engage a third-party, including (but not limited to) an authorized dealer, seller or installer, to disconnect or otherwise disable the Collateral, with or without removing the Collateral from the premises.
  - d. **Lender's Right to Dispose of Collateral.** Consistent with applicable law, Borrower agrees that Lender shall have the right to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as Lender shall deem appropriate. Lender shall be authorized at any such sale, if it deems it advisable to do so, to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale of it, and upon consummation of any such sale Lender shall have the right to assign, transfer, and deliver to the purchaser or purchasers the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely free and clear from any claim or right on the part of Borrower, and Borrower hereby waives to the fullest extent permitted by law, all rights of redemption, stay, and appraisal which Borrower now has, or may have at any time in the future, under any rule of law or statute now existing or hereafter enacted.

***Notice. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Borrower, and other persons as required by law, reasonable notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition of the Property is to be made. The requirements of reasonable notice shall be met if such notice is given at least ten days before the time of the sale or disposition, except as otherwise required by applicable law.***

- e. **Expenses.** Except as prohibited by applicable law, Lender shall be entitled to collect all costs and expenses of collection and/or suit, including but not limited to, reasonable attorneys' fees when a debt is referred for collection to an attorney who is not a salaried employee of Lender. Interest shall continue to accrue during any period of collection until the Note is fully paid and satisfied.
- f. **Application of Proceeds.** Lender shall apply any proceeds of any sale of Collateral:
  - FIRST, to the payment of all reasonable costs and expenses of retaking, holding, preparing for sale, and selling the Collateral in accordance with the Uniform Commercial Code and to the attorneys' fees and costs permitted by Section 12e of this Note;;
  - SECOND, to the payment in full of the accrued interest on the Loan;
  - THIRD, to the payment of the principal of the Loan; and
  - FOURTH, to Borrower and its successors or assigns, or as a court or agency of competent jurisdiction may otherwise direct.

Lender shall have sole and absolute discretion as to the time of application of any such proceeds, moneys, or balances in accordance with this Note. Upon any sale of the Collateral by Lender, including pursuant to a power of sale granted by statute or under a judicial proceeding, the receipt of the consideration by Lender or of the officer making the sale shall be a sufficient discharge to the purchaser



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of the Collateral so sold and such purchaser shall not be obligated to see to the application of any part of the purchase money paid over to Lender or such officer or be answerable in any way for the misapplication thereof.

13. **Amendments.** This Note may be amended, modified, or supplemented only by an instrument in writing executed by, and delivered on behalf of, each of the parties.

14. **Assignment and Assumption.** This Note may not be assigned by Borrower without the prior written consent of Lender. If Borrower desires to sell or transfer its ownership of the real property on which the Fixtures are installed to a third-party (the “**Prospective Transferee**”), the Note shall be paid in full at the closing of such transaction. If, however, Borrower or any Prospective Transferee applies to Lender for consent to a transfer, Lender may require such information concerning the Prospective Transferee as would normally be required from a new loan applicant. If Lender does not affirmatively approve the assignment of the Loan to the Prospective Transferee or if the Prospective Transferee fails to satisfy the terms and conditions of any approved assignment by the closing of the transaction between Borrower and the Prospective Transferee, Borrower shall pay in full the actual outstanding principal and interest Loan balance at such closing. The Lender shall be entitled to recover its reasonable costs and expenses, including administration and attorneys’ fees, in connection with any such assignment, whether or not it is consummated, to the extent not prohibited by law. Lender may assign or transfer this Note, in whole or in part, without the prior written consent of Borrower.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

15. **Assignment/Registered Form.** Borrower agrees that we may assign or transfer all or a portion of this Agreement and the related documents to any third party or affiliate. Lender or its agent, acting as a non-fiduciary agent of the Borrower, shall maintain, a register within the meaning of U.S. Treasury Regulations Sections 5(f).103-1(c) on which it will record the names and addresses of each owner and their rights to principal and stated interest. Any transfer of all or a portion of a beneficial interest hereunder shall be recorded on such register. All parties to this agreement or their agents shall treat each person or entity whose name is recorded in such register pursuant to the terms hereof as the applicable lender for all purposes under this Agreement. The register shall be available for inspection from time to time by any party hereto upon reasonable prior notice to Lender or any of its agents. YOU AUTHORIZE US TO PROVIDE TO A THIRD PARTY OR AFFILIATE ANY INFORMATION THAT THEY MAY REQUEST IN CONSIDERING OR IMPLEMENTING A PURCHASE OF OUR RIGHTS UNDER THIS AGREEMENT.

16. **Counterparts.** This Note may be executed in any number of counterparts, all of which together shall be considered to constitute one instrument.

17. **Entire Agreement.** This Note and the other Loan Agreements set forth on the Notice of Final Agreement signed by Borrower on the date hereof, sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated by this Note, and supersedes all prior agreement, arrangements, and understandings relating to the subject matter of this Note.

18. **Telephone and Electronic Communications.** By providing Lender with Borrower’s telephone number(s), Borrower agrees to receive calls and text messages on such number(s) from Lender and Lender’s agents (including servicers) or assignees. Lender and Lender’s agents and assignees may use automated telephone dialing systems, automated text and/or electronic mail messaging systems. These electronic communications will relate to servicing and collecting Borrower’s loan. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by Borrower or someone else. These messages may also be recorded by Borrower’s answering machine or cellular phone. Borrower agrees that Lender and Lender’s agents and assignees will not be liable to Borrower for calls or electronic communications, even if information is communicated to an unintended recipient. Borrower understands that, when Borrower receives calls or electronic communications, Borrower may incur a charge from the company that provides Borrower with such services. Borrower agrees that Lender and Lender’s agents and assignees have no liability for such charges. Borrower understands that Borrower may revoke this consent only by mailing a written notice of revocation to Lender or Lender’s assignee at Enium Capital Group, PO Box 91910, Sioux Falls, SD 57109-1910.

19. **Governing Law.** Except as otherwise provided in this paragraph, this Note (except for the “Dispute Resolution” section above) will be governed by, and construed in accordance with, federal law and the law of the state of New York. The “Dispute Resolution” section above is governed solely by federal law, including the Federal Arbitration Act.

20. **Indemnification.** Borrower shall indemnify, save, and hold harmless Lender from and against (a) any claim, demand, action, or cause of action which directly contests or challenges the legal authority of Lender or Borrower to enter into this Note or Borrower’s negligent use of Loan advances hereunder; and (b) any and all liabilities, losses, costs, or expenses (including attorneys’ fees and disbursements) that Lender suffers or incurs as a result of any of the foregoing to the extent not prohibited by law.

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21. **Insurance.** Borrower shall be responsible to maintain necessary insurance coverages on the Collateral. **Borrower may obtain insurance from any reputable insurance company. Borrower's choice of insurer will not affect the credit decision or terms in any way, except that Lender may impose reasonable requirements concerning the creditworthiness of the insurer and the scope of coverage as provided under applicable law.** Borrower understands that credit may not be denied solely because insurance was not purchased through Lender or with a particular insurer or insurance agent. For purposes of insurance coverage on the Collateral, Borrower authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the Loan, or other financial accommodations.
22. **Interpretation.** In this Note the singular includes the plural and the plural the singular; words importing any gender include the other genders; the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications, without prejudice to any provisions of this Note prohibiting such amendments and other modifications; and references to persons include their respective permitted successors and assigns.
23. **Miscellaneous.** Lender's disbursement of the Loan shall not be deemed to constitute Lender's endorsement, approval, or warranty of the Fixtures or any contractor or vendor of the same. Borrower agrees that Lender may obtain information about Borrower from third parties, including, but not limited to, consumer reporting agencies at any time while balances are outstanding under this agreement.
24. **No Third-Party Beneficiary.** Nothing in this Note is intended or shall be construed to give any person any legal or equitable right, remedy or claim under or in respect of this Note or any provision contained herein, other than the parties hereto.
25. **Relationship of the Parties.** For purposes of this Note, Lender and Borrower expressly agree that the relationship of Lender to Borrower is that of a lender only. The intent of this provision is to clarify and stipulate that Lender is not a partner, fiduciary, and/or coventurer of Borrower and that Lender's sole interest in the Collateral is for the purpose of security for repayment of the obligations of Borrower to Lender.
26. **Solar Company Not an Agent.** Borrower understands and acknowledges that Solar Company is not an agent of Lender, that Solar Company has no authority to act on behalf of Lender, and that Lender is not bound by anything the Solar Company does or says with respect to this Note. If Borrower authorized Lender to have the Solar Company deliver this Note to Borrower, Borrower acknowledges that Solar Company is doing so only as a courier and for Borrower's convenience. Borrower also understands and acknowledges that Lender, not the Solar Company, has prepared this Note and that any questions Borrower has regarding the Note or loan process should be directed to Lender.
27. **Section Headings.** All section headings are inserted for convenience only and shall not control or affect the meaning or construction of any provision of this Note and have no independent significance.
28. **Severability.** The invalidity or unenforceability of any provision in this Note will not affect any other provision.
29. **Successor Interests.** The terms of this Note shall be binding upon Borrower, and upon Borrower heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.
30. **Negative Credit Reports.** Borrower is hereby notified that a negative credit report reflecting on Borrower's credit record may be submitted to a credit reporting agency if Borrower fails to fulfill the terms of Borrower's credit obligation.
31. **Survival of Representations, Warranties, and Covenants.** All representations, warranties, and covenants of the Parties contained in or made pursuant to this Note shall survive until this Note expires or is sooner terminated or, in the case of any covenants, until such covenants have been performed fully.
32. **Time is of the Essence.** Time is of the essence. This means that all required payments must be made on the day due and all other obligations must be performed on time. If Borrower requires additional time to make a payment or perform any other obligation, Borrower understands that Borrower must obtain Lender's approval in writing in advance for making a late payment or rendering any other late performance, and that Lender is not required to give such approval.
33. **Credit Report Authorization.** Any person individually liable pursuant to this Note authorizes Lender or any of Lender's affiliates to obtain credit bureau reports regarding such person's personal credit and make other credit inquiries that Lender determines are necessary.
34. **Waiver of Jury Trial. NOTICE: THE PROVISIONS OF THIS SECTION ARE NOT APPLICABLE TO BORROWERS WHO ARE COVERED BORROWERS UNDER THE MILITARY LENDING ACT (SEE MILITARY LENDING ACT DISCLOSURE BELOW FOR DEFINITION OF COVERED BORROWER).** Borrower and Lender each waive their respective rights to a trial by jury of any claim or cause of action based upon or arising out of or related to this Note, or the transactions contemplated hereby, in any action, proceeding, or other litigation of any type brought by any party against another party, whether with respect to contract claims, tort claims, or otherwise, unless prohibited by law. Borrower and Lender each agree they have agreed to binding arbitration as further described herein, but if any

Lender: **Enium Capital Group**  
7927 High Point Parkway, Suite 350  
Sandy, UT 84094



claim or cause of action cannot be handled by binding arbitration, such claim or cause of action shall be tried by a court trial without a jury. Without limiting the foregoing, the parties further agree that their respective right to a trial by jury is waived by operation of this section as to any action, counterclaim, or other proceeding that seeks, in whole or in part, to challenge the validity or enforceability of this Note or any provision hereof. This waiver shall apply to any subsequent amendments, renewals, supplements, or modifications to this Note.

35. **Waivers.** The representations, warranties, covenants, and conditions set forth in this Note may be waived only by a written instrument executed by the party so waiving. The failure of any party at any time or times to require performance of any provision of this Note shall in no manner affect the right of such party at a later time to enforce the same. No waiver by any party of any condition, or breach of any term, covenant, agreement, representation, or warranty contained in this Note shall be deemed or construed to be a waiver of any other condition or of the breach of any other term, covenant, agreement, representation, or warranty contained in this Note.

36. **Military Lending Act Disclosure:**

(a) This disclosure is applicable to all covered borrowers under the Military Lending Act. A covered borrower is a consumer with the following status at the time he or she becomes obligated on this Note: (i) a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard serving on active duty or under a call or order that does not specify a period of 30 days or fewer, (ii) such a member serving on Active Guard and Reserve Duty as that term is defined in 10 USC 101(d)(6), or (iii) a dependent of a covered borrower as defined in subparagraph (A), (D), (E), or (I) of 10 U.S.C. 1072(2).

(b) Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

(c) The information contained in the preceding paragraph and a description of the payment obligation under this Note may be obtained verbally by calling the following toll-free telephone number: (877) 352-1984.



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Sandy, UT 84094



**NOTICE: THE FOLLOWING ARBITRATION AND WAIVER OF THE RIGHT TO A JURY TRIAL PROVISION IS NOT APPLICABLE TO BORROWERS WHO ARE COVERED BORROWERS UNDER THE MILITARY LENDING ACT OR RESIDENTS OF THE DISTRICT OF COLUMBIA.**

**ARBITRATION:** All disputes, claims, or controversies arising from or relating to this Note or the relationships which result from this Note and/or any guaranty of this Note, or the validity of this arbitration clause or the entire Agreement, shall, at the election of either party, be resolved by binding arbitration by one arbitrator selected by me with your consent, or appointed by a court if I fail to select an arbitrator or we cannot agree upon an arbitrator. Any arbitration under this provision shall be conducted according to the rules of either the National Arbitration Forum, J.A.M.S./Endispute, or the American Arbitration Association. I have the right to select which of these arbitration forums to use; but if I do not make a timely selection, you may choose one. This arbitration agreement is made pursuant to a transaction in interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, *et seq.* Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this Note. The parties agree and understand that the arbitrator shall have all powers provided by the law and this Note. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. The institution and maintenance of any action for judicial relief in a court to obtain a monetary judgment or to enforce this Note, shall not constitute a waiver of the right of any party to compel arbitration regarding any dispute or remedy subject to arbitration in this Note.

37. **State Law Notices.** Each of the following notices apply only to the residents of the states indicated. For purposes of this section only, "you" refers to Borrower and "us," "we," or "our" refers to Lender.

A consumer credit report may be ordered on you in connection with your application for credit. Upon your request, we will tell you whether or not one was ordered and the name and address of the consumer credit reporting agency that provided it. Subsequent consumer credit reports may be requested or used in connection with an update, renewal, or extension of the credit applied for without further notice to you.

***NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Enium Capital Group, PO Box 91910, Sioux Falls, SD 57109-1910.***

*[Signatures Pages Follow]*

Lender: Enium Capital Group  
7927 High Point Parkway, Suite 350  
Sandy, UT 84094



**BORROWER AGREES AND ACKNOWLEDGES THAT PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD ALL ITS PROVISIONS, INCLUDING THE NOTICE TO CO-BORROWER SET FORTH BELOW.**

**Notice to Co-Borrower**

You are being asked to guarantee this debt as described in this Note. Be sure you can afford to pay such debt, and that you want to accept such responsibility.

By signing below, you agree to hereby guarantee repayment of the debt in accordance with this Note as if you yourself were the Borrower. You agree to put yourself in the same position of risk and responsibility as the Borrower. If the Borrower does not pay the debt in accordance with the terms of this Note, you hereby agree to pay such debt. If Borrower does not pay, you may have to pay up to the full amount of the debt, including late fees and collection costs. This is a joint and several obligation between both you and the Borrower, meaning the Lender can collect this debt from you without first trying to collect from the Borrower. The Lender can use the same collection methods against you that can be used against the Borrower, including, but not limited to, filing a legal action against you, obtaining a judgment, garnishing your wages (wage garnishment not applicable in Pennsylvania), etc. If the debt described in this Note is ever in default, that fact may be reported on your credit record.

**Co-Borrower**

X

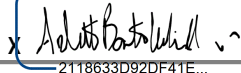
Date

**Borrower and Co-Borrower Signatures**

**IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, BORROWER AND CO-BORROWER(S) HEREOF HAVE CAUSED THIS NOTE TO BE DULY EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN ABOVE, AND BORROWER AND CO-BORROWER(S) HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS NOTE, AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS NOTE.**

**Borrower**

DocuSigned by:

X 

2118633D92DF41E...

Date 4/12/2022

**Co-Borrower**

X

Date

**BUYER'S RIGHT TO CANCEL**

**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.**

Lender: Enium Capital Group  
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Sandy, UT 84094



**NEW YORK COSIGNER NOTICE**

**NOTICE**

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

IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY

\_\_\_\_\_  
Arlette Barton - Williams  
(Name of Debtor)

\_\_\_\_\_  
Enium Capital Group, LLC  
(Name of Creditor)

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

\_\_\_\_\_  
Solar System  
(Kind of Debt)                      \$119,216.16  
(Total of Payments)

I have been given a completed copy of this notice and of each writing that obligates me or the Debtor on this debt.

(Date)

(Signed)

Lender: **Enium Capital Group**  
**7927 High Point Parkway, Suite 350**  
**Sandy, UT 84094**



## Consumer Note Disclosure Statement

### Application #97765595

**Borrower(s):** Arlette Barton - Williams  
 57 Putnam Ave, Brooklyn, NY 11238

**Date of Note:** April 12, 2022

#### Truth In Lending Disclosure

<b>Annual Percentage Rate</b> The cost of my credit as a yearly rate	<b>Finance Charge</b> The dollar amount the credit will cost me	<b>Amount Financed</b> The amount of credit provided to me or on my behalf	<b>Total of Payments</b> The amount I will have paid after I have made all payments as scheduled
<b>3.634%</b>	<b>\$42,516.16(e)</b>	<b>\$76,700.00</b>	<b>\$119,216.16(e)</b>

My Payment Schedule (e) will be:

Number of Payments	Amount of Monthly Payments	When Monthly Payments are Due
<b>12</b>	<b>\$15.00</b>	Beginning 30 days following final disbursement of loan proceeds
<b>288</b>	<b>\$413.32</b>	Beginning 30 days after expiration of the Promotional Period

**Property Insurance.** I may obtain insurance from any reputable insurance company of my choice.

**Security.** I am giving a security interest in the goods or property being purchased.

**Late Charge.** If a payment is late, I will be charged a late charge of \$5 or 5% of the unpaid amount of the monthly payment, whichever is less.

**Prepayment.** If I pay off the loan early, I will not have to pay a penalty.

**Promotional Interest Rate.** 0.00% during the first 12 months.

See the Consumer Promissory Note and Security Agreement documents for any additional information about nonpayment, default, the right to accelerate the maturity of the obligation, and prepayment rebates and penalties.

(e) means estimate

The above Payment Schedule assumes that I make no prepayments of principal. If I make principal prepayments during the promotional period or within 120 days thereafter, the amount of my scheduled monthly payments will decrease.

<b>Itemization of Amount Financed</b>	
Total Amount paid to Solar Company on my behalf:	\$76,700.00
<b>Total Amount Financed</b>	<b>\$76,700.00</b>

Borrower Signed by:

2118633D92DF41E...

Date 4/12/2022

Co-Borrower

X

Date

**Lender:** Enium Capital Group  
7927 High Point Parkway, Suite 350  
Sandy, UT 84094



**NOTICE OF CANCELLATION**

**Borrower:** Arlette Barton - Williams  
57 Putnam Ave, Brooklyn, NY 11238

**Lender:** :Enium Capital Group  
7927 High Point Parkway, Suite 350  
Sandy, UT 84094

4/12/2022

(Date)

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

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

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

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

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to SunCo LLC, at 3 Grace Ave, Great Neck, NY 11021 NOT LATER THAN MIDNIGHT THREE BUSINESS DAYS) FROM 4/12/2022

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's signature)



Lender: **Enium Capital Group**  
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Sandy, UT 84094



**NOTICE OF CANCELLATION**  
**Not Applicable - No Co-Borrower**

**Co-Borrower:**  
57 Putnam Ave, Brooklyn, NY 11238

**Lender:** :Enium Capital Group  
7927 High Point Parkway, Suite 350  
Sandy, UT 84094

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

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

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

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

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

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to SunCo LLC, at 3 Grace Ave, Great Neck, NY 11021 NOT LATER THAN MIDNIGHT THREE BUSINESS DAYS FROM

I HEREBY CANCEL THIS TRANSACTION.

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

(Buyer's signature)\_\_\_\_\_

Lender: Enium Capital Group  
7927 High Point Parkway, Suite 350  
Sandy, UT 84094



### Disbursement Request and Authorization

**Borrower(s):** Arlette Barton - Williams  
57 Putnam Ave, Brooklyn, NY 11238

**Primary Purpose of Loan.** The primary purpose of this loan is for:

- Personal, Family, or Household Purposes.**

**Specific Purpose.** The specific purpose of this loan is: Purchase Solar Product Sales Contract Fixtures.

**Disbursement Instructions.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied.

**Amount paid to others on Borrower's behalf:**

Payable to Enium Capital Group, LLC for distribution to SunCo LLC; or directly to SunCo LLC.

**Note Principal: \$76,700.00**

**Beginning Loan Date.** Borrower understands that the beginning date of this loan is determined by the final disbursement of funds to the Solar Company.

**Final Agreement.** Borrower understands that the loan documents signed in connection with this loan are the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any alleged oral agreement.

**USA Patriot Act Information Disclosure.** To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

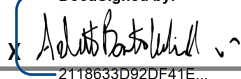
What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

I/We acknowledge that I/we received a copy of this disclosure.

**Financial Condition.** By signing this authorization, Borrower represents and warrants to Lender that the information provided above is true and correct and that there has been no material adverse change in the Borrower's financial condition as disclosed in Borrower's most recent financial statement to Lender.

**Borrower**

DocuSigned by:



2118633D92DF41E...

Date 4/12/2022

**Co-Borrower**

X

Date

Lender: Enium Capital Group  
7927 High Point Parkway, Suite 350  
Sandy, UT 84094



### Notice of Final Agreement

**Borrower(s):** Arlette Barton - Williams  
57 Putnam Ave, Brooklyn, NY 11238

By signing this document each Party represents and agrees that: (i) The written Loan Agreement represents the final agreement between the Parties; (ii) There are not unwritten oral agreements between the Parties; and (iii) The written Loan Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the Parties.

As used in this Notice, the following terms have the following meanings:

**Loan Agreement.** The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust, or other documents or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

**Loan Documents**

- ✓ Consumer Promissory Note and Security Agreement
- ✓ New York Cosigner Notice (If Applicable)
- ✓ Consumer Note Disclosure Statement
- ✓ Notice of Cancellation
- ✓ Disbursement Request and Authorization
- ✓ Notice of Final Agreement
- ✓ Covered Borrower Identification Statement
- ✓ Risk Based Pricing Notice with Credit Score Information
- ✓ Model Privacy Notice

**Parties.** The term "Parties" means Enium Capital Group and any and all individuals who are obligated to repay the loan or have pledged property as security for the Loan.

**PLEASE CAREFULLY READ THE FOLLOWING LOAN TERMS PRIOR TO SIGNING. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE SPENT AS MUCH TIME AS NEEDED TO READ, REVIEW AND UNDERSTAND THE TERMS OF THE LOAN, INCLUDING BUT NOT LIMITED TO:**

- ✓ Right of cancellation
- ✓ Tax and incentive eligibility
- ✓ Payment terms
- ✓ Promotional period

I understand and acknowledge that the loan documents and loan financing are handled through Enium Capital Group and their lending partners. This agreement is separate from any agreements or contracts made with the Solar Company. Each Party who signs below, other than Enium Capital Group, acknowledges, represents, and warrants to Enium Capital Group that it has received, read and understood this Notice of Final Agreement.

**Borrower**

DocuSigned by:

2118633D92DF41E...

Date 4/12/2022

Co-Borrower

X

Date

Lender: **Enium Capital Group**  
7927 High Point Parkway, Suite 350  
Sandy, UT 84094



**Covered Borrower Identification Statement**

**Borrower(s):** Arlette Barton - Williams  
57 Putnam Ave, Brooklyn, NY 11238

Federal law provides important protections to active duty members of the Armed Forces and their dependents. To ensure that these protections are provided to eligible applicants, we require you to sign one of the following statements as applicable:

I AM a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of thirty (30) days or fewer.

**Borrower(s):**

<b>Borrower: X</b>	<b>Co-Borrower: X</b>
_____	_____
Date	Date

I AM a dependent of a member of the Armed Forces on active duty as described above, because I am the member's spouse, the member's child under the age of eighteen years old, or I am an individual for whom the member provided more than one-half of my financial support for 180 days immediately preceding today's date.

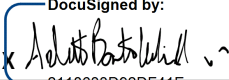
**Borrower(s):**

<b>Borrower: X</b>	<b>Co-Borrower: X</b>
_____	_____
Date	Date

**OR**

I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, servicing on active duty under a call or order that does not specify a period of thirty (30) days or fewer (or a dependent of such a member).

**Borrower(s):**

<b>Borrower: X</b>	<b>Co-Borrower: X</b>
	_____
Date 4/12/2022	Date

**Warning:** It is important to fill out this form accurately. Knowingly making a false statement on a credit application is a crime.

Lender: Enium Capital Group  
7927 High Point Parkway, Suite 350  
Sandy, UT 84094



## FACTS

### WHAT DOES ENIUM CAPITAL GROUP DO WITH YOUR PERSONAL INFORMATION?

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

#### What?

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

- Social Security number and account balances
- Payment history and credit history
- Transaction history and credit scores

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

#### How?

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

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

#### Questions?

Call our toll-free number at 844 500-9695



Lender: Enium Capital Group  
7927 High Point Parkway, Suite 350  
Sandy, UT 84094



## Page 2

### What we do

<p><b>How does Enium Capital Group protect my personal information?</b></p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p>
<p><b>How does Enium Capital Group collect my personal information?</b></p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ Apply for a loan or open an account</li> <li>■ Give us your income information or give us your contact information</li> <li>■ Pay us by check</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p><b>Why can't I limit all sharing?</b></p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more of your rights under state law.</p>

### Definitions

<p><b>Affiliates</b></p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Enium Capital Group does not share with our affiliates.</i></li> </ul>
<p><b>Nonaffiliates</b></p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Nonaffiliates we share with can include loan program sponsors, contractors, financial service providers, non-financial companies, and independent contractors.</i></li> </ul>
<p><b>Joint marketing</b></p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include loan program sponsors, contractors, financial service providers, non-financial companies, and independent contractors.</i></li> </ul>

Lender: Enium Capital Group  
7927 High Point Parkway, Suite 350  
Sandy, UT 84094



## Your Credit Score and the Price You Pay for Credit

**Notice Date:** April 12, 2022

**Loan Type:** Solar Loan

**Borrower:** Arlette Barton - Williams  
57 Putnam Ave, Brooklyn, NY 11238

Your Credit Score	
Your credit score	711
	Source: <b>TransUnion</b>
	Date: 2022-04-12

Understanding Your Credit Score	
<b>What you should know about your credit scores</b>	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change, depending on how your credit history changes.</p>
<b>How we use your credit score</b>	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
<b>The range of scores</b>	<p>Score range from a low of 300 to a high of 850.</p> <p>Generally, the higher your score, the more likely you are to be offered better credit terms.</p>
<b>How your score compares to the scores of other consumers</b>	Your credit score ranks higher than 60% percent of U.S. consumers.

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Sandy, UT 84094



### Your Credit Score and the Price You Pay for Credit

Checking Your Credit Score	
<b>What if there are mistakes in your credit report?</b>	<p>You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
<b>How can you obtain a copy of your credit report?</b>	<p>Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.</p> <p>To order your free annual credit report -</p> <p><i>By telephone:</i> Call toll-free: <b>(877) 322-8228</b></p> <p><i>On the web:</i> Visit <a href="http://www.annualcreditreport.com">www.annualcreditreport.com</a></p> <p><i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at <a href="https://www.consumer.ftc.gov/articles/pdf-0093-annual-report-request-form.pdf">https://www.consumer.ftc.gov/articles/pdf-0093-annual-report-request-form.pdf</a>):</p> <p>Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281</p>
<b>How can you get more information?</b>	<p>For more information about credit reports and your rights under federal law, visit the Consumer Financial Protection Bureau's web site at <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>.</p>