

SOLAR FINANCE PROGRAM AGREEMENT AMENDMENT

This Amendment (“**Amendment**”) to the Solar Finance Program Agreement (“**Agreement**”) by and between you and Dividend is effective as of the date signed by us below (“**Effective Date**”). Terms that are used in this Amendment not otherwise defined have the meaning ascribed in the Agreement or the Instructions and Procedures. This Amendment covers the Rescission Period Funding (defined below) between you and Dividend.

In accordance with and subject to Section 6 of the Agreement, and Section 5.7 of the Instructions and Procedures, Dividend has agreed to advance Loan proceeds to you prior to the expiration of any rescission period provided under a Loan (“**Rescission Period Funding**”) in accordance with the below schedule.

Initial Disbursement. Upon our receipt, review and approval of an executed and completed Credit Application, Invoice, Loan Agreement, and other Program Documents required by us in the Agreement or the Instructions and Procedures in connection with an approved Loan and satisfaction of any stipulations or other verifications (“**M1 Approval Date**”), we will release an amount equal to a percentage of the Loan amount, as communicated by Dividend, within [x] days of such M1 Approval Date (“**Initial Disbursement Funding**” or “**M1 Funding**”); and,

M2 Disbursement. Upon our receipt, review and approval of an executed and completed Completion Certificate signed by the Borrower and such other Program Documents required by us in accordance with the Agreement or the Instructions and Procedures in connection with an approved Loan, and conditioned upon such Loan not being in default, canceled, or otherwise violating any terms of the Agreement or the Instructions and Procedures (“**M2 Approval Date**”), we will release an amount equal to a percentage of the Loan amount, as communicated by Dividend, within [x] business days of such M2 Approval Date (“**M2 Funding**”).

In exchange, you agree that in connection with any Loan that is rescinded or canceled, you will immediately reimburse us the amount we have paid to you associated with such rescinded Loan (collectively, “**Rescission Payment**”). You agree to pay us the Rescission Payment within three (3) days of the first to occur of (i) our request or (ii) the rescission. Any outstanding Rescission Payment owed to us may be offset against any amount we owe to you under the Solar Finance Program Agreement or directly debited against your account.

Except as changed or modified in this Amendment, all other terms and provisions of the Agreement or the Instructions and Procedures continue in full force and effect. If any provision contained in this Amendment is in conflict with, or inconsistent with, any provision of the Agreement or Instructions and Procedures, this Amendment shall govern and control. This Amendment shall be subject to and deemed part of the Agreement, all of which comprises the entire understanding between you and us in connection with the Program.

Fifth Third Bank, N.A., dba Dividend

[Insert Contractor Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____