

General Definitions

Uniform Commercial Code (UCC)	Comprehensive set of laws intended to govern all commercial transactions in the United States. Each state has their own, individually adopted version of the Commercial Code, however the main components of the laws are generally consistent throughout the county. The UCC covers a variety of commercial transactions including both lending and leasing, which makes the code often applicable for properties with Solar Systems.
Fixtures in Real Estate	Any physical property that is permanently attached to the real property. Solar panels and all the components become a fixture to the real estate once they are permanently attached to the home via the mounting (anchoring) system used by the solar company at time of installation.
UCC-1 Financing Statement	Fixture Securitization Document recorded as a matter of public records in compliance with the Uniform Commercial Code. This form may trigger a cloud on title which may compromise a later recorded real estate mortgage encumbrance.
UCC-3 Financing Statement Amendment	Termination of recorded UCC-1 Fixture Securitization Document. This termination releases the securitization of the Solar system as a matter of public records thus clearing any potential cloud on title ensuring the senior lien position of newly secured mortgage encumbrance.
Independent Solar Energy Producer Contract	Recorded Notice Document that serves as an informational notification that identifies the independent solar energy producer who has retained ownership of the Solar system. This is a standard, recorded public records document for Solar systems that are leased for properties.
Solar Lease Agreement	Lease agreement generated by the solar company which identifies the terms and conditions of the formal leasing of the physical Solar system. These leases may or may not include a monthly charge to the homeowner for the lease of the equipment and may or may not include a lease buyout option in which the homeowner will have the opportunity to purchase the system outright at any time during the term of the lease and/or at the date in which the lease terminates. The costs associated with leasing the physical solar equipment may need to be included in qualifying ratios. Refer to Solar Lease Agreement section below.
Power Purchase Agreement (PPA)	Formal agreement generated by the solar company to identify the cost of the electricity that will be charged to the homeowner for electricity consumed each month. These agreements will clearly identify the dollar cost per kilowatt hour at year one through the end of the lease term. Costs associated with the purchase of the power equate to the homeowner's utility costs which do NOT require inclusion in the borrower's qualifying ratios.

Ownership/Financing Types Defined

Free and Clear	Homeowner owns Solar system without outstanding debt related to purchase and/or with cash.
Unsecured Financing To Own:	Homeowner purchase the Solar system utilizing installment debt financing which reflects only as an installment debt liability on the borrower's credit report with NO UCC-1 Fixture Filing reflected on title.
Secured Financing To Own:	Homeowner purchased the Solar system with financing, which reflects an installment debt on the borrower's credit report AND DOES have a recorded, UCC-1 Fixture Filing.
PACE Secured Financing to Own: Solar Lease Agreement	<p>Homeowner purchased the Solar system utilizing Property Assessed Clean Energy (PACE) financing. The annual cost of the Solar system is collected via the homeowner's property tax bill.</p> <p>NOTE: Because this financing type is directly tied to the property taxes, these loans generally carry the same "automatic first lien priority" as property taxes reserve over any mortgage lien (even if the mortgage is filed prior to the origination of the PACE assessment). As such, most agencies/investors mandate that these assessments be paid in full and extinguished as a requirement of the loan transaction.</p> <p>Homeowner leased the Solar system and agreed to pay a separate cost to the solar company for the lease of the physical equipment.</p> <p>NOTE: Lease payments may be excluded from the monthly DTI ratio if the lease:</p> <ul style="list-style-type: none"> Provides for delivery of a specific amount of energy for an agreed upon payment during, <p>AND</p> <ul style="list-style-type: none"> Includes a production guarantee under which the Borrower is compensated (on prorated basis) when the energy produced by Solar panels is less than the level required by the lease agreement. If the above is not evidenced, then the payment for leasing of the physical solar equipment needs to be included in DTI as an additional installment debt in liabilities section. <p>The payment is not to be added to PITIA as "other".</p>
Power Purchase Agreement (PPA)	Homeowner is leasing the power produced by the Solar system and has no ownership interest or lease obligation to the Solar system. Since the cost of electricity is set via the terms of the Power Purchase Agreement, it is therefore equivalent to their electric utility cost and does NOT require it to be included in DTI.

Ownership & Financing Type	Documentation Required	Value Included on Appraisal	Include Payment In Qualifying Ratios	Fannie Mae	Freddie Mac	FHA	VA	ITIN	Investor No Ratio	Prime, Prime+, Non-Owner Prime, Prime 2nd	Eligible Funds Source Of Payoff
Free and Clear	Appraiser to confirm Solar is owned.	Yes	N/A	X	X	X	X	X	X	X	N/A
	Appraiser to comment that property is connected to a traditional power source.										
	Review preliminary Title Report to ensure No UCC filings and/or encumbrances. Title must be clear of each.										
	Confirm all installment liens on credit report are identified as NOT being solar related installment debt										
Unsecured Financing To Own	Appraiser to confirm Solar is owned.	No	Yes	X	X	X	X	X	X	X	Payoff Not Mandatory 1) Borrower's own funds (Not Financed) 2) Cash Out Proceeds
	Appraiser to comment that property is connected to a traditional power source.										
	Review preliminary Title Report to ensure No UCC filings and/or encumbrances. Title must be clear of each.										
	Confirm all installment liens on credit report are identified as NOT being solar related installment debt										
	Copy of Solar Purchase Agreement to reflect unsecured to property										
Secured Financing to Own	Appraiser to confirm Solar is owned.	Fannie Mae & Freddie Mac, ITIN, All Prime & No Ratio: YES, Provided the panels may not be repossessed for default on financing terms. If applying a UCC-3 termination, then NO, value MAY NOT be included.	Fannie Mae & Freddie Mac, ITIN, All Prime & No Ratio: YES, Provided the panels may not be repossessed for default on financing terms. If applying a UCC-3 termination, then NO, value MAY NOT be included.	X	X	X	X	X	X	X	Payoff Not Mandatory 1) Borrower's own funds (Not Financed) 2) Cash Out Proceeds
	Appraiser to comment that property is connected to a traditional power source.										
	Review Preliminary Title Report for UCC filings and/or encumbrances. Obtain copies of all recorded documents.										
	Copy of Solar Purchase Agreement										
	Confirm all installment liens on credit report ARE identified as being solar related installment debt										
	Termination of UCC filing via UCC-3. Required OR Subordination Agreement. <i>IF Subordinating the outstanding balance of debt MUST be included in the CLTV and priced with CLTV. Meridianlink &/or AUS to reflect as such.</i>	FHA & VA NO	NO	X	X	X	X	X	X		
	Solar Endorsement to ensure against any loss sustained by UCC filing. NOTE: If the Solar Company Requires Subordination, this is acceptable in lieu of Solar Title Endorsement.										

Ownership & Financing Type	Documentation Required	Value Included on Appraisal	Include Payment In Qualifying Ratios	Fannie Mae	Freddie Mac	FHA	VA	ITIN	Investor No Ratio	Prime, Prime+, Non-Owner Prime, Prime 2nd	Eligible Funds Source Of Payoff
PACE secured Financing to Own	Appraiser to comment that property is connected to a traditional power source.	YES, notating in value as PACE will be paid in full.	N/A	X	X	X	X	X	X	X	PAYOFF IS MANDATORY 1) Borrower's own funds (Not Financed) 2) Cash Out Proceeds
	Copy of current property tax bill to identify all PACE assessments										
	Current payoff demand for PACE Assessment. May not remain on title or in property tax bill.										
	May reduce qualifying property taxes by amount of the PACE financing on property tax bill as it will be paid in full.								NO		
Ownership & Financing Type	Documentation Required	Value Included on Appraisal	Include Payment In Qualifying Ratios	Fannie Mae	Freddie Mac	FHA	VA	ITIN	Investor No Ratio	Prime, Prime+, Non-Owner Prime, Prime 2nd	Eligible Funds Source Of Payoff
Solar Lease Agreement	Appraiser to comment that property has leased solar	NO	<p>Fannie Mae & Freddie Mac ITIN, All Prime & No Ratio: YES- Unless the lease: Provides for delivery of a specific amount of energy at a fixed payment during a given period</p> <p>AND</p> <p>Includes a production guarantee under which the Borrower is compensated on a prorated basis when the energy produced by Solar is less than the level required by the lease agreement</p>	X	X	X	X	X	X	X	<p>Payoff Not Mandatory 1) Borrower's own funds (Not Financed) 2) Cash Out Proceeds</p> <p>NOTE: If Lease agreement contains a buyout clause and the borrower(s) chose to buy out the leased equipment the funds from above may be used.</p>
	Appraiser to comment that property is connected to a traditional power source.										
	Complete Lease Agreement for Equipment. IF our loan is a purchase, evidence of transfer of the lease to new buyer/homeowner is required.										
	Review Lease to Confirm ALL: A) Lease does not contain resale restriction upon transfer of property B) Lease states any damage caused by the installation, maintenance or removal of the solar system is the responsibility of the system's owner C) Lease states in the event of Foreclosure: 1) Lender has the right to terminate agreement and have equipment removed 2) Transfer without payment, the beneficiary of the lease OR 3) Enter into new agreement with the Solar company NOTE: If all the above verbiage is not present in the original agreement, the Fannie Mae addendum to agreement will be needed to identify all.										
	D) Lease does not require the lessor to be listed as loss payee on the homeowner's insurance policy										
	Review preliminary title report. Obtain Copies of all recorded documents including Notice of Independent Solar Energy Producer Contract (if applicable).										
	If UCC filing will remain, obtain Solar Title Endorsement										

Ownership & Financing Type	Documentation Required	Value Included on Appraisal	Include Payment In Qualifying Ratios	Fannie Mae	Freddie Mac	FHA	VA	ITIN	Investor No Ratio	Prime, Prime+, Non-Owner Prime, Prime 2nd	Eligible Funds Source Of Payoff	
Power Purchase Agreement (PPA)	Appraiser to comment that property has leased solar panels											
	Appraiser to comment that property is connected to a traditional power source.											
	Complete PPA. If our loan is a purchase, evidence of transfer of the PPA to new buyer/homeowner is required.							-				
	Review PPA to Confirm ALL: A) Lease does not contain resale restriction upon transfer of property B) Lease states any damage caused by the installation, maintenance or removal of the solar system is the responsibility of the system's owner C) Lease states in the event of Foreclosure:											
	1) Lender has the right to terminate agreement and have equipment removed 2) Transfer without payment, the beneficiary of the lease OR 3) Enter into new agreement with the Solar company	NO	NO	X	X	X	X	X	X	X	N/A	
	NOTE: If all the above verbiage is not present in the original agreement, the Fannie Mae addendum to agreement will be needed to identify all. D) Lease does not require the lessor to be listed as loss payee on the homeowner's insurance policy											
	Review preliminary title report. Obtain Copies of all recorded documents including Notice of Independent Solar Energy Producer Contract (if applicable).											
	If UCC filing will remain, obtain Solar Title Endorsement											

Sample Forms

UCC-1: Solar Purchased via Installment Debt Financing (State of California)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Name: Western Solar Loan Solutions Phone: (800) 321-3282 Fax: (818) 692-4141

B. E-MAIL CONTACT AT FILER (optional)
uocffiling@westernsolar.com

C. SEND ACKNOWLEDGMENT TO (Name and Address) 25900 - SolarPower
Lain Solutions
P.O. Box 29071
Glendale, CA 91209-0071
CALI
FIXTURE

File with: San Diego, CA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (a or b) (see exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name). Any part of the individual Debtor's name which is in italics is to be in based on item 1's name, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1A).

(a) ORGANIZATION NAME

(b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (PARTICLE) SUFFIX
MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (a or b) (see exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name). Any part of the individual Debtor's name which is in italics is to be in based on item 2's name, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1A).

(a) ORGANIZATION NAME

(b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (PARTICLE) SUFFIX
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 (a or b)

(a) ORGANIZATION NAME

(b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (PARTICLE) SUFFIX
MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

4. COLLATERAL: This financing statement covers the following collateral: The collateral includes the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

1. All solar panels, inverters, battery storage, hot water solar systems, racking systems, wiring, electrical and mechanical connections, metering, monitoring and/or other distributor generated interconnect equipment (collectively, "Solar Equipment") and home improvement products (together with the Solar Equipment, "Purchased Goods") including Fixtures (as defined in Article 9 of the UCC), if any such Purchased Goods which includes Fixtures are referred to as "Collateralized Goods";

2. All proceeds from warranty claims related to the Collateralized Goods, the home improvement agreement between the debtor and solar contractor (Home Improvement Agreement) and, if debtor has received an operations and maintenance lease, the operations and maintenance agreement between the debtor and its operations and maintenance contractor ("Operations and Maintenance Agreement");

3. All debts and accounts that are payable as a result of installing the Collateralized Goods except for such debts and accounts which have been assigned to debtor's solar contractor or operations and maintenance contractor;

4. All debtor's rights, interests, and remedies under all agreements, statements and other documentation relating to the Collateralized Goods

5. Check one if applicable and check one (or two) (see exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name) (see instructions) being administered by a Debtor's Personal Representative

6. Check one if applicable and check one (or two) (see instructions) being administered by a Debtor's Personal Representative

7. ALTERNATIVE DESIGNATION (if applicable) Lessor/Lessor Comptroller/Comptroller Debtor/Buyer Seller/Seller Lender/Lender

OPTIONAL FILER REFERENCE ONLY
76409138 130362 231722

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/29/11)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

8. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if the filer was not listed between individual Debtor names did not list, check here

(a) ORGANIZATION NAME
(b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (PARTICLE) SUFFIX

10. DEBTOR'S NAME: Provide (1) or (2) only one additional Debtor name or Debtor name that did not list in line 1a or 1b on the Financing Statement (Form UCC1) (see exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

(a) ORGANIZATION NAME
(b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (PARTICLE) SUFFIX

11. ADDITIONAL SECURED PARTY'S NAME (a) OR ASSIGNOR SECURED PARTY'S NAME: Provide only one name (1) or (2)

(a) ORGANIZATION NAME
(b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (PARTICLE) SUFFIX

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral): (Including, without limitation, the Home Improvement Agreement and Operations and Maintenance Agreement); and

All of the collateral described above is intended to be classified as personal property, but to the extent that any portion of such collateral is or becomes classified as a fixture, this filing constitutes a fixture filing as to such collateral. The collateral described above secures a purchase money obligation in favor of the secured party and secured party's lien hereon constitutes a purchase money security interest.

13. This FINANCING STATEMENT is to be filed (for record) (or recorded) in (a) covers interest to be collected is filed as a fixture filing (b) covers real estate (if applicable)

14. Name and address of a RECORD OWNER of real estate described in item 13 (Debtor does not have a record interest)

15. Description of real estate

16. Description of real estate

17. MISCELLANEOUS: 76409138-130362-231722

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (Form UCC1A) (Rev. 04/29/11)

UCC-1: Leased Solar Panels (State of California)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 321-3282 Fax: (818) 692-4141

B. E-MAIL CONTACT AT FILER (optional)
uocffiling@westernsolar.com

C. SEND ACKNOWLEDGMENT TO (Name and Address) 25900 - SolarPower
Lain Solutions
P.O. Box 29071
Glendale, CA 91209-0071
CALI
FIXTURE

File with: Solano, CA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (a or b) (see exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name). Any part of the individual Debtor's name which is in italics is to be in based on item 1's name, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1A).

(a) ORGANIZATION NAME

(b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (PARTICLE) SUFFIX
MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (a or b) (see exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name). Any part of the individual Debtor's name which is in italics is to be in based on item 2's name, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1A).

(a) ORGANIZATION NAME

(b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (PARTICLE) SUFFIX
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 (a or b)

(a) ORGANIZATION NAME

(b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (PARTICLE) SUFFIX
MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

4. COLLATERAL: This financing statement covers the following collateral: The filing is not a lien. The filing creates a personal, written and non-negotiable security interest in the PV System (residential photovoltaic equipment consisting of solar modules and inverter, racking, SunPower monitoring system, additional equipment, inverters, etc.) is owned by SunPower Capital LLC and its affiliates, subsidiaries and assigns (the "Lessor"), and based on the terms of this real property (the "Lease"), and that the Lessor has no ownership interest in the PV System. This filing shall not, and shall not be deemed in any way to, imply that the PV system is a fixture, as to the express intent of the Lessor and the Lessee that the PV System be deemed to not be a fixture under applicable law, nor to create any relationship between the Lessor and Lessee other than that created by the Lease agreement (as amended from time to time). For additional questions, please contact SunPower at Homeless@sunpower.com or 1-800-330-POWER.

5. Check one if applicable and check one (or two) (see exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name) (see instructions) being administered by a Debtor's Personal Representative

6. Check one if applicable and check one (or two) (see instructions) being administered by a Debtor's Personal Representative

7. ALTERNATIVE DESIGNATION (if applicable) Lessor/Lessor Comptroller/Comptroller Debtor/Buyer Seller/Seller Lender/Lender

OPTIONAL FILER REFERENCE ONLY
88935644 SUNRISE 3, LLC 003-1245680-002

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/29/11)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

8. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if the filer was not listed between individual Debtor names did not list, check here

(a) ORGANIZATION NAME
(b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (PARTICLE) SUFFIX

10. DEBTOR'S NAME: Provide (1) or (2) only one additional Debtor name or Debtor name that did not list in line 1a or 1b on the Financing Statement (Form UCC1) (see exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

(a) ORGANIZATION NAME
(b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (PARTICLE) SUFFIX

11. ADDITIONAL SECURED PARTY'S NAME (a) OR ASSIGNOR SECURED PARTY'S NAME: Provide only one name (1) or (2)

(a) ORGANIZATION NAME
(b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (PARTICLE) SUFFIX

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the PUBLIC STATE RECORD (if applicable) covers interest to be collected is filed as a fixture filing (b) covers real estate (if applicable)

14. Name and address of a RECORD OWNER of real estate described in item 13 (Debtor does not have a record interest)

15. Description of real estate

16. Description of real estate

17. MISCELLANEOUS: 88935644-003-1245680-002

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (Form UCC1A) (Rev. 04/29/11)

UCC-3: Termination of UCC Filing (State of California)

UCC FINANCING STATEMENT AMENDMENT
 FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER: _____ 1b. THIS FINANCING STATEMENT AMENDMENT IS TO BE FILED BY FILING OR RECORDED IN THE REAL ESTATE RECORDS. For ADDITIONAL INFORMATION, please contact the Filing Office.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interests of Secured Party authorizing this Termination Statement.

3. **ASSIGNMENT:** Full or partial: Provide name of Assignee in Item 7a or 7b, add address of Assignee in Item 7c. Add name of Assignor in Item 9. For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 8.

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interests of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. **PARTY INFORMATION CHANGE:**
 Check one of these two boxes:
 This Change affects: Debtor Secured Party of record Assignor Assignee ADD name: Complete Item 9. DELETE name: Give record name.
 ADD, CHECK ONE of these three boxes to: COMPLETE name and address. Complete Item 7. TO BE ADDED IN ITEM 7a OR 7b.

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only ggg name (a or b).
 (a) ORGANIZATION'S NAME
 OR (b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAMES/INITIALS SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for assigned or Party Information Change - provide only ggg name (a or b) last exact, full name, do not omit middle, or provide any part of the Debtor's name.
 (a) ORGANIZATION'S NAME
 OR (b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAMES/INITIALS SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. **COLLATERAL CHANGE:** Add check one of these four boxes: ADD collateral DELETE collateral RESTRICTED collateral NEWTON collateral indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only ggg name (a or b) name of Assignor. If this is an Assignment, this is an Amendment authorized by a DEBTOR, check here and provide name of Authorizing Debtor.
 (a) ORGANIZATION'S NAME
 OR (b) INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAMES/INITIALS SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/2011)

Notice of Independent Solar Energy Producer Contract (State of California)

RECORDING REQUESTED BY:
 ASD Solar LP

AND WHEN RECORDED MAIL TO:
 ASD Solar LP
 2400 Broadway, Ste. 240
 Santa Monica, CA 90404

Recorded in Official Records, Orange County
 Tom Daily, Clerk-Recorder

 2012000137491 1:17 pm 03/09/12
 47 412 403 3
 0.00 0.00 0.00 0.00 6.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT

- This notice is recorded pursuant to §2869 of the CA Public Utilities Code.
- This notice DOES NOT create a title defect, lien or encumbrance against the real property subject hereto (see §2869(c)(1) of the CA Public Utilities Code).
- This notice is filed pursuant to an assignment of the Agreement, defined below, from American Solar Direct Inc. to ASD Solar LP.

General Notice:

This real property is receiving part of its electric service from an independent solar energy producer that has retained ownership of a solar electric generation system that is located on the real property. The independent solar energy producer provides electric service to the current owner of this real property through a long-term contract for electric service. The independent solar energy producer is required to provide a copy of the contract to a prospective buyer of the real property within ten (10) days of the receipt of a written request from the current owner of this real property.

Additional Information Regarding Assignment and Termination:

The independent solar energy producer contract which is the subject of this notice (the "Agreement") may be assigned by the lessor, or by the original homeowner to a purchaser of the real property if the purchaser meets the credit requirements of ASD Solar LP ("ASD"). If the Agreement is terminated due to a breach by the original homeowner or any assignee, then all homeowners that have been a party to the

Agreement shall be liable for all damages incurred by ASD as a result of the breach. The original homeowner may remove the solar system, at its cost, and move it to the original homeowner's new home, so long as the public utility company supplying electricity to the new home does not object, and so long as the original homeowner does so in accordance with manufacturer specifications. ASD may repossess the solar system in the event of breach of the Agreement by the original homeowner or any assignee.

Real Property Subject to the Agreement:

Owner Name and Address:

Assessor's Parcel Number: _____

Commencement and Termination Dates:

The Agreement commences on or about: September 1, 2011

The Agreement terminates on: the date that is twenty years plus the remainder of the month after interconnection to the utility (Approximately: January 31, 2032).

Type of Agreement:

The Agreement is a lease of a solar energy system.

Contact Information:

If you have any questions about this notice, please contact:

ASD Solar LP
 2400 Broadway, Ste. 240
 Santa Monica, CA 90404
 Tel: (424) 214-6700
 Email: info@americansolardirect.com

IN WITNESS WHEREOF, ASD Solar LP has executed this Notice of an Independent Solar Energy Producer Contract as of February 29, 2012.

ASD Solar LP
 a Delaware limited partnership

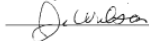
By: 
 Name: _____
 Title: Director of Financial Operations

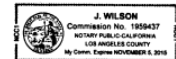
State of California)
 County of Los Angeles)

On February 29, 2012, before me, J. Wilson, a Notary Public, personally appeared Kelly Rochelle Arens who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

 (Seal)



Sample Solar Title Endorsement

State: County:

Agent Number: Order Number:

**ENDORSEMENT
SPECIAL SOLAR**

Attached to Policy No. _____

Issued by

AGENTS NATIONAL TITLE INSURANCE COMPANY

The Company insures against loss sustained by reason of the establishment of priority over the lien of the Insured Mortgage upon the Land of that certain instrument entitled UCC Financing Statement Original (UCC-1) recorded as instrument No. _____.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated this ____ day of _____, 20__.

Issued By:

Authorized Signatory