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ENT 38785:2016 PG 1 of 3  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2016 May 03 1:16 pm FEE 14.00 BY VM  
RECORDED FOR VIVINT SOLAR

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

Recorded at Request of:  
Vivint Solar Developer, LLC

A. NAME & PHONE OF CONTACT AT FILER (optional) 877-404-4129 (option 7)
B. E-MAIL CONTACT AT FILER (optional) transfersandfilings@vivintsolar.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> Vivint Solar Developer, LLC  P.O. Box 4589  Portland, OR 97208 </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	Markham	Don		
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
4196 S pelican Ln	Saratoga Springs	UT	84045	USA

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

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

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

3a. ORGANIZATION'S NAME				
Vivint Solar Developer, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3301 N. Thanksgiving Way, Suite 500	Lehi	UT	84043	USA

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

See Exhibit A attached hereto.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input checked="" type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: Acct # 4607623	

### UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME
OR
9b. INDIVIDUAL'S SURNAME <b>Markham</b>
FIRST PERSONAL NAME <b>Don</b>
ADDITIONAL NAME(S)/INITIAL(S) <span style="float: right;">SUFFIX</span>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

10a. ORGANIZATION'S NAME
OR
10b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) <span style="float: right;">SUFFIX</span>
10c. MAILING ADDRESS <span style="float: right;">CITY</span> <span style="float: right;">STATE</span> <span style="float: right;">POSTAL CODE</span> <span style="float: right;">COUNTRY</span>

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

11a. ORGANIZATION'S NAME
OR
11b. INDIVIDUAL'S SURNAME <span style="float: right;">FIRST PERSONAL NAME</span> <span style="float: right;">ADDITIONAL NAME(S)/INITIAL(S)</span> <span style="float: right;">SUFFIX</span>
11c. MAILING ADDRESS <span style="float: right;">CITY</span> <span style="float: right;">STATE</span> <span style="float: right;">POSTAL CODE</span> <span style="float: right;">COUNTRY</span>

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

<p>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)</p> <p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest): Don Markham</p>	<p>14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing</p> <p>16. Description of real estate: <b>County of: Utah</b> <b>Address of Real Estate:</b> 4196 S pelican Ln, Saratoga Springs, UT 84045  <b>APN: 160030040</b>  Legal Description: COM S 1305.67 FT &amp; E 1605.61 FT FR N 1/4 COR. SEC. 19, T6S, R1E, SLB&amp;M.; N 0 DEG 9' 8" W 200 FT; N 89 DEG 50' 52" E 612.43 FT; S 20 DEG 7' 2" E 9.39 FT; S 89 DEG 51' 48" E 371.23 FT; N 58 DEG 38' 42" W 20.47 FT; N 89 DEG 50' 52" E 344.78 FT</p>
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17. MISCELLANEOUS:

EXHIBIT A

ENT 38785:2016 PG 3 of 3

This NOTICE (this "*Notice*") is provided by VIVINT SOLAR DEVELOPER, LLC, a Delaware limited liability company ("*Company*") with reference to the following facts:

1. Don Markham ("*Homeowner*") and Company entered into that certain Residential Solar System Lease Agreement, dated as of October 29, 2015 (the "*Agreement*"). Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Agreement. To request a copy of the Agreement, please contact Company by calling 1.877.404.4129, or by writing at 3301 N Thanksgiving Way, Suite 500, Lehi, UT 84043.

2. The Agreement commenced on October 29, 2015 and will terminate on approximately April 29, 2036 (the "*Term*"). At the end of the Term, Homeowner may elect to continue with the Agreement on a year-to-year basis, enter into a new agreement, request removal of the System, or purchase the System. If Homeowner elects removal, then Company shall remove the System within ninety (90) days.

3. Pursuant to the Agreement, Homeowner granted to Company a right to access, enter into, and use the Property for the installation, operation, and maintenance of a solar photovoltaic energy system (the "*System*") at Homeowner's residential property located at 4196 S pelican Ln, Saratoga Springs, County of Utah, UT, 84045 (the "*Property*").

4. Pursuant to the terms and conditions of the Agreement, the Company has agreed to lease the System to Homeowner and Homeowner has agreed to pay monthly rent to the Company.

5. Company owns the System, collectively with all associated rights, privileges, assets, incentives, rebates, and benefits arising from, relating to, or attributable to the System (the "*System Interests*"). At all times during the Term, the System and the System Interests shall remain Company's sole personal property and shall not be deemed or characterized as

a "fixture" or any part of the "realty" as those terms may be defined by applicable law. THIS NOTICE SHALL NOT IN ANY WAY MODIFY THE CHARACTER OR CLASSIFICATION OF THE SYSTEM. THE SYSTEM IS NOT A FIXTURE.

6. COMPANY DOES NOT HAVE A SECURITY INTEREST OR LIEN ON THE PROPERTY. THIS NOTICE SHOULD NOT BE CONSTRUED AS AN ENCUMBRANCE AFFECTING TITLE TO THE PROPERTY.

7. Pursuant to the terms and conditions of the Agreement, if the Homeowner proposes to sell or transfer the Property, it must provide Company with thirty (30) days' prior written notice of such sale or transfer, including the name of the proposed purchaser or transferee ("*Property Transferee*"). If Property Transferee will not assume the obligations under the Agreement, or if Company determines that Property Transferee does not qualify, then Homeowner will be required to purchase the System at Four Dollars (\$4) per watt installed, subject to reduction pursuant to the terms of the Agreement.

8. If Homeowner defaults under the Agreement and Company elects to terminate the Agreement, then Homeowner may be responsible to purchase the System at Seven Dollars (\$7) per watt installed, subject to reduction pursuant to the terms of the Agreement. Alternatively, Company may elect to terminate the Agreement and remove and retake the System.

9. If Company defaults under the Agreement and Homeowner elects to terminate the Agreement, then Company shall remove the System within ninety (90) days.

10. The Agreement is binding upon Homeowner's and Company's respective heirs, legal representatives, successors, and permitted assigns.

11. This Notice shall not, under any circumstances, be deemed to modify or change any provision of the Agreement. In the event of any conflict between the terms of this Notice and the Agreement, the Agreement shall control.