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 12/22/2015 01:14 PM \$14.00  
 Book - 10389 Pg - 8747-8749  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 VIVINT SOLAR  
 PO BOX 4589  
 PORTLAND OR 97208  
 BY: CBA, DEPUTY - MA 3 P.

**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 6)
B. E-MAIL CONTACT AT FILER (optional) vsrfiles@leasedimensions.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
	BEAN		DONALD		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
8953 SUMMER MESA CIR		SANDY	UT	84093	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
	Bean		Louise		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
8953 SUMMER MESA CIR		SANDY	UT	84093	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
			Lehi		
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	<input type="checkbox"/> Agricultural Lien
<input type="checkbox"/> Seller/Buyer	<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 # 4607462	

# 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	
BEAN	
FIRST PERSONAL NAME	
DONALD	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

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		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:  
 covers timber to be cut     covers as-extracted collateral     is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):  
 DONALD BEAN and Louise Bean

16. Description of real estate:  
**County of: Salt Lake**  
**Address of Real Estate:** 8953 SUMMER MESA CIR, SANDY, UT 84093  
  
**APN: 28042790370000**  
 LOT 20, THE RIDGES OF SUMMER MEADOWS #1. 5855-1166  
 Legal Description: 5865-29406106-0417 6118-0809 7462-1645 7562-1727 8952-0142 9591-8701 9591-8701 9694-2603,2740 9799-5258

17. MISCELLANEOUS:

**EXHIBIT A**

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

1. DONALD BEAN and Louise Bean ("**Homeowner**") and Company entered into that certain Residential Solar System Lease Agreement, dated as of September 28, 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 September 28, 2015 and will terminate on approximately March 28, 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 8953 SUMMER MESA CIR, SANDY, County of Salt Lake, UT, 84093 (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.