



MIDDLESEX COUNTY CLERK

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FIRST ASSOCIATES LOAN SERVICING
P O BOX 503430
SAN DIEGO CA 92150

SMITH
KATHLEEN

Index UCC
Book 02141 Page 0098
No. Pages 0001
Instrument UCC 1 & CONT
Date : 1/15/2015
Time : 9:24:07
Control # 201501150037
INST# UC 2015 000098

Employee ID ODOIG

RECORDING	\$	25.00
- - - - -	\$	.00
	\$	.00
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	\$	.00
	\$	.00
	\$	.00
Total:	\$	25.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

PLEASE NOTE
DO NOT REMOVE THIS COVERSHEET
IT CONTAINS ALL RECORDING INFORMATION

ELAINE FLYNN
COUNTY CLERK



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RECORDED
CLARENCE H. FLYNN
COUNTY CLERK

2015 JAN 15 AM 9:15

BOOK#

PAGE#

OF PAGES

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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

B. E-MAIL CONTACT AT FILER (optional)

solaraccountsupport@vivintsolar.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

First Associates Loan Servicing

PO BOX 503430

San Diego, CA 92150-3430



VIV363UCC

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

SMITH

FIRST PERSONAL NAME

KATHLEEN

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

448 S PINE AVE

CITY

SOUTH AMBOY

STATE

NJ

POSTAL CODE

08879-2122

COUNTRY

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

SMITH

FIRST PERSONAL NAME

JOSEPH

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

448 S PINE AVE

CITY

SOUTH AMBOY

STATE

NJ

POSTAL CODE

08879-2122

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

4931 N 300 W

CITY

Provo

STATE

UT

POSTAL CODE

84604

COUNTRY

USA

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

See Exhibit A attached hereto.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

AR No.: 4077032

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1)
(Rev. 04/20/11)

International Association of Commercial Administrators (IACA)

B02141 P0098

UCC FINANCING STATEMENT ADDENDUM**FOLLOW INSTRUCTIONS**RECORDED
ELAINE H. FLYNN
PL. & CITY CLERK

2015 JAN 15 AM 9:15

BOOK# _____

PAGE# _____

OF PAGES _____

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

SMITH

FIRST PERSONAL NAME

KATHLEEN

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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 a Debtor does not have a record interest):

KATHLEEN SMITH and JOSEPH SMITH

16. Description of real estate:Address of Real Estate: 448 S PINE AVE, SOUTH AMBOY,
MIDDLESEX, NJ 08879-2122

Tax Parcel ID: 19-00471-0000-00005

17. MISCELLANEOUS:

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

EXHIBIT A

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

1. Seller and Homeowner entered into that certain Residential Power Purchase Agreement, dated as of November 22, 2014 (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 SELLER BY CALLING 1.877.404.4129, OR BY WRITING AT 4931 N 300 W, PROVO, UT 84604.**
2. The Agreement commenced on November 22, 2014 and will terminate on approximately May 22, 2035 (the "**Term**"). At the end of the Term, Homeowner may elect to (i) purchase the System at fair market value, (ii) continue with the Agreement on a year-to-year basis, (iii) enter into a new agreement for a new term, or (iv) request removal the System. If Homeowner elects removal, then Seller shall remove the System within 90 days.
3. Pursuant to the Agreement, Homeowner granted to Seller a lease 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 448 S PINE AVE, SOUTH AMBOY, NJ 08879-2122 in the County of MIDDLESEX (the "**Property**").
4. Pursuant to the terms and conditions of the Agreement, Seller has agreed to sell and Homeowner has agreed to purchase all electricity produced by the System.
5. Seller 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 Seller'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. **SELLER 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 Seller 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 Seller 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 Seller 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, Seller may elect to terminate the Agreement and remove and retake the System.
9. If Seller defaults under the Agreement and Homeowner elects to terminate the Agreement, then the Seller shall remove the System within ninety (90) days.
10. The Agreement is binding upon Homeowner's and Seller'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.

NOTICE FORM
(All States v1.2)