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ESCROW INSTRUCTIONS

TO: Fidelity National Title Company ("Escrow Holder")
2763 Camino Del Rio S.,
San Diego, CA 92108

Re: Escrow No. 203-039754-KB (the "Escrow")
Property (APN and address): 388-361-005-4 (the "Property")
Contract No. 221754

Dear Fidelity National Title Company:

This letter constitutes the escrow instructions of SunPower Capital, LLC ("SunPower") in connection with the sale of the above-referenced Property. SunPower is the Lessor pursuant to that certain Lease Agreement dated as of 7/15/2012 (the "Lease") whereby SunPower leases modular solar panels or laminates and related equipment (the "System") to Albert Recio ("Seller"). Seller is the current owner of the Property and Lessee under the Lease. Through the close of this Escrow, Seller will assign the System and transfer the Property to Buyer, and Seller and SunPower will acknowledge termination of the Lease.

1. In connection with the above Escrow, SunPower is delivering the following documents to you together with these Escrow Instructions (checked notices apply):

- Termination of UCC fixture filing relating to this property
- Assignment of Lease Document
- Extinguishment of Notice of Independent Solar Energy Producer Contract ("Notice") – one counterpart original executed by SunPower and notarized. The Notice recognizes that the Lease is terminated and extinguishes a Notice of Independent Solar Energy Producer Contract, which was recorded against the Property when the Lease was entered into.
- Quitclaim Deed ("Quitclaim") – one counterpart original executed by SunPower and notarized; and [Note: Quitclaim is only required if an easement was filed.]
- ACH – Optional

2. You are hereby directed to present this package to the Seller and buyer for signature. If required the Notice and/or Quitclaim (collectively, the "Documents") will be sent via an overnight courier (if you provide label) or via postal mail to you and will be fully executed and completed, with all blanks filled in.

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<http://www.sunpowercorp.com> 800-SUNPOWER

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3. You will also present these Escrow Instructions to Seller and to Buyer for their review, signature and agreement to the terms of these Escrow Instructions.
4. You have received the following funds from Seller for the account of SunPower (pro rata payments are permissible, between the seller and buyer, so as SunPower receives the full payment due under the lease as provided below:

Assignment Option

- The following amounts due under the Lease through the close of Escrow: \$106.93, which includes payments from the seller: 7/1/2014

Buyout Option

- The Remaining Value Amount, as defined in the Lease, due for the purchase of the System:

Early Buyout Amount from Exhibit B	\$
Sales Tax Quoted	\$
Other:	\$
Total Due to SunPower	\$

Seller is responsible for payment of any taxes, fees or other charges imposed by governmental authorities in connection with the purchase of the System or the Property, and SunPower shall bear no responsibility in connection therewith. SunPower is not responsible for any costs relating to title insurance, escrow or recording fees in connection with the purchase of the Property or the System.

5. Once you have satisfied yourself that you hold the funds for SunPower indicated above and that the Documents are completed and fully executed and notarized as indicated above, you are hereby authorized and instructed by SunPower, Seller and Buyer to record the Notice and the Quitclaim Deed at the close of the Escrow following the grant deed(s) conveying the Property to Buyer. All requirements with respect to the close of this Escrow shall be considered as having taken place simultaneously, and no delivery or payment shall be considered as having been made until all deliveries, payments and closing transactions have been accomplished.
6. SunPower acknowledges and agrees that the Quitclaim and the Notice are being recorded as an accommodation to SunPower and neither you nor your underwriter assumes any liability to SunPower for the priority or the effect on title to the Property of the Documents, except in connection with your failure to comply with these Escrow Instructions. Your duties to Buyer

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and Seller with regard to the priority or the effect on title to the Property of the Documents are the subject of separate escrow instructions between Buyer, Seller, and you.

7. You are hereby instructed to deliver to SunPower the funds specified in Paragraph 4 above at the following address via overnight delivery. You are further instructed to provide to SunPower and Buyer conformed copies of the Notice and the Quitclaim together with recording information within ten days of the close of Escrow. Documents and funds sent to SunPower should be delivered to the following address:

SunPower Capital, LLC
Attn: Residential Leasing
2900 Esperanza Crossing, Flr 2
Austin, TX 78758

8. These instructions may be amended, and any changes to this Escrow may be made, only by written agreement signed by SunPower. While we anticipate that this transaction will close on or before June 30, 2014, these instructions shall remain in effect until July 7, 2014. If you are unable to comply with these instructions and close this escrow on or before 5:00 p.m. on July 7, 2014 or if there are to be any changes therein, you are not to proceed without further written authorization from SunPower, and SunPower may, at its option, terminate this Escrow, whereupon you will return all funds and documents deposited herein to the party depositing them.
9. Please acknowledge your receipt of this letter of instructions and your agreement to carry out the instructions set forth herein by having a copy of this letter executed and dated by an authorized officer of your company in the space provided below and by your returning the signed copy of this letter promptly to SunPower. Please be aware that our receipt of fully signed instructions and assignment documents are required as a stipulation for terminating any title exceptions/exclusions.

If you have any questions about any of the foregoing instructions, please contact Customer Care at 800-SUNPOWER. Thank you for your assistance.

SunPower:

SunPower Capital, LLC

Melissa Anderson

By: Melissa Anderson (Sep 12, 2014)

Name: Melissa Anderson

Its: _____

Dated: Sep 12, 2014

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