SUNPOWER

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ASSIGNMENT OF LEASE

This Assignment of Lease, dated as of June 30, 2014 (this "Assignment"), is by and between Albert Recio ("Assignor"), and Anton Drake ("Assignee," and with the Assignor, the "Parties").

RECITALS

A. Assignor leases a solar power generating system from SunPower Capital, LLC ("Lessor") located at 33299 Pitman Lane Menifee, CA 92584 (the "Property"), pursuant to that certain Lease Agreement by and between Assignor as Lessee and SunPower Capital, LLC, as Lessor dated as of 7/15/2012 (the "Lease"). A copy of the Lease is attached hereto as Exhibit A.

B. Assignor is selling the Property to Assignee. In conjunction with the sale of the Property to Assignee and in accordance with the terms of the Lease, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept from Assignor, all of Assignor's rights, title, interest and obligations under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the undersigned do agree as follows:

AGREEMENT

1. Assignment. Assignor hereby transfers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's rights, title, interest and obligations in, to and under the Lease. Assignee acknowledges that it has read the Lease, understands its terms and agrees to be bound to all of Assignor's obligations under the Lease.

2. Indemnities. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees), originating prior to the Effective Date (as defined below) and arising out of Assignor's obligations under the Lease prior to the Effective Date. As of the Effective Date, Assignee hereby assumes all of the Assignor's obligations under the Lease and agrees to indemnify Assignor against and hold Assignor harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees), originating on or subsequent to the Effective Date and arising out of Assignee's obligations under the Lease on or subsequent to the Effective Date.

3. Further Assurances. At any time, or from time to time after the date hereof, Assignor and Assignee will, at the other's reasonable request (and at the requesting party's expense), execute and deliver such instruments of transfer, conveyance, assignment and assumption, in addition to this Assignment, and take such other action as either of them may reasonably request in order to evidence the transfer effected

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in this Assignment. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement.

6. Effective Date. For purposes of this Assignment, the "Effective Date" shall be the date of the closing of the transfer of the Property from Assignor to Assignee.

IN WITNESS WHEREOF, the Parties have executed or caused to be executed this Assignment as of the date written above.

ASSIGNOR:

Albert T Recio
Name: Albert T Recio
Date Signed: 6-26-14

Margaret Recio
Name: Margaret Recio
Date Signed: 6/26/14

ASSIGNEE:

_____
Name: _____
Date Signed: _____

_____
Name: _____
Date Signed: _____

The undersigned acknowledges receipt of these instructions and agrees to proceed in strict accordance therewith.

Fidelity National Title Company

By: _____
Its: _____
Date: _____

Document Integrity Verified
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IN WITNESS WHEREOF, the Parties have executed or caused to be executed this Assignment as of the date written above.

ASSIGNOR:

_____
Name: _____
Date Signed: _____

_____
Name: _____
Date Signed: _____

ASSIGNEE:

Name: ANTON DRAKE
Date Signed: 6/26/14

Name: CHRISTINA DRAKE
Date Signed: 6/26/14

The undersigned acknowledges receipt of these instructions and agrees to proceed in strict accordance therewith.

Fidelity National Title Company

By: _____
Its: _____
Date: _____

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Lessor hereby consents to the foregoing assignment of the Lease:

SunPower Capital, LLC,
a Delaware LLC

By: Melissa Anderson
Melissa Anderson (Sep 12, 2014)

Name & Title: Melissa Anderson

Date Signed: Sep 12, 2014

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