

January 28, 2016

Page 1, Section A. Amount Due at Lease Signing, is replaced in its entirety with the following:

A. Amount Due at Lease Signing:

The "Down Payment": **\$.00**
Tax on Down Payment: **\$.00**

First Lease Payment: **\$98.47**
Tax on first Lease Payment: **\$7.39**
Delivery/Installation Fee: None.
Total first Lease Payment **\$105.86**

Total due at Delivery (Production Date): **\$0.00**

Page 1, Section B. Monthly Lease Payments, is replaced in its entirety with the following:

B. Monthly Lease Payments (taxes not included):

Your first monthly Lease Payment in the amount set forth on Exhibit 1 is due on the first day of the month following the Production Date, followed by 239 monthly Lease Payments in the amounts set forth on Exhibit 1, due on the 1st of each month. The total of your monthly Lease Payments is **\$23,632.80**.

Page 1, Section C. Other Charges, is replaced in its entirety with the following:

C. Other Charges (not part of your monthly payment, if any)

\$ N/A
\$ N/A
\$ N/A

Page 1, Section D. Total of Payments, is replaced in its entirety with the following:

D. Total of Payments:

The total amount you will have paid to NRG Home Solar by the end of this Lease is **\$23,632.80**.

Solar System. If the Solar System suffers loss or damage, (i) NRG Home Solar shall timely repair the Solar System, or (ii) continue to pay to you the required amounts under the Performance Guarantee, without making the repair in NRG Home Solar's sole discretion. You shall continue to pay the Lease Payments and you shall not be excused from any of your other obligations under this Lease.

5.3 Ownership of Electricity; Additional Electricity

You will be the owner of all electricity produced by the Solar System during the Term and you will have control and title to electricity produced by the Solar System prior to the time, if any, when it is delivered to the distribution grid and transferred to the local utility. You acknowledge and agree that if you need more electricity than the Solar System produces you will be solely responsible for purchasing such additional electricity from your utility.

6. OWNERSHIP OF ENVIRONMENTAL ATTRIBUTES AND INCENTIVES

6.1 Environmental Attributes

In this Lease, "**Environmental Attributes**" means all existing and future fuel, emissions, air quality, and other environmental characteristics, credits, benefits, reductions, offsets, and allowances (including SRECs green tags and carbon and other emissions offsets): (i) resulting from the generation or use of electricity by the Solar System, (ii) resulting from the avoidance of the emission of any gas, chemical or other substance to the air, soil or water attributable to the generation or use of electricity by the Solar System, or (iii) arising out of any law, rule or regulation, in each case whether federal, state, or local.

6.2 Incentives

In this Lease, "**Incentives**" means all Environmental Attributes, plus all existing and future tax credits, depreciation, and other tax benefits, treasury and other cash grants, utility and other rebates, incentives, subsidies, and renewable energy credits and certificates related to the Solar System (including its installation, operation, ownership, and generation of electricity) and any other non-power characteristics of the Solar System, in each case whether federal, state, or local.

6.3 Rights in Incentives

Our ability to use the Incentives effectively allows us to offer you the Lease on all of the terms contained in this Lease. Therefore, unless expressly stated otherwise in an amendment to this Lease executed by both you and NRG Home Solar, or unless otherwise prohibited by applicable law, all Incentives shall be the sole property of NRG Home Solar to use as we see fit, whether those benefits exist now or in the future. You hereby assign to NRG Home Solar all of your existing and future rights to the Incentives and their benefits, including any amounts paid or payable to you in respect of the Incentives. You agree to cooperate reasonably and to assist NRG Home Solar in obtaining the Incentives and their benefits, including by completing and filing and correcting any applications and assignments.

6.4 Claims and Representations

Unless expressly stated otherwise in an amendment to this Lease executed by both you and NRG Home Solar, or unless otherwise prohibited by applicable law, NRG Home Solar owns all right, title, and interest in and to the Incentives associated with the electricity produced by the Solar System. You acknowledge and agree that for federal, state and local policy incentive purposes the Environmental Attributes of the electricity generated by the Solar System are solely owned by NRG Home Solar and that the electricity you receive from the Solar System is no longer considered renewable energy or solar power for the purposes of federal, state and local policy incentive purposes, and you further agree not to make any claims or representations to the contrary which would conflict with the rights of NRG Home Solar to such Environmental Attributes and Incentives.

7. WHAT HAPPENS IF YOU TRANSFER YOUR HOME

If you sell or otherwise transfer your Property before the end of the Term you may transfer your rights and obligations under the Lease to the prospective buyer if:

- i) you have already prepaid all Lease Payments in accordance with Section 2.2; or
- ii) the prospective buyer meets our credit requirements, we approve of an

assignment, and the buyer agrees to assume the obligations of this Lease, including the responsibility for the Lease Obligations and Lease Payments.

If the prospective buyer does not meet our credit requirements and you owe some Lease Payments you may transfer your remaining rights and obligations under this Lease to the prospective buyer only if you prepay the remaining Lease Payments under Section 2.2 for the Prepayment Amount described on Exhibit 1.

In any case, we will not charge you or the prospective buyer a fee for the transfer. You will remain liable for all of your obligations under this Lease and for any default after the prospective buyer becomes the new owner until you, the new owner, and NRG Home Solar have signed a transfer agreement under which all of your remaining rights and obligations under this Lease are transferred from you to the new owner, and at that point you will be released from any further obligations under this Lease. You must give us at least one (1) month's prior written notice if you want to transfer any of your rights and obligations under this Lease to someone else. If you do not prepay the Solar System or transfer the Lease according to this Section, you will be in default of this Lease in accordance with Section 11.

EXCEPT AS PROVIDED ABOVE IN THIS SECTION 7, YOU SHALL NOT SELL, PLEDGE, ASSIGN, SUBLEASE, OR TRANSFER YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR YOUR INTEREST IN THE SOLAR SYSTEM WITHOUT OUR PRIOR WRITTEN CONSENT.

8. WHAT HAPPENS AT THE END OF THE TERM

8.1 Renewing this Lease

This Lease will expire at the end of the Term unless you elect to renew it. You have the right to renew this Lease once, for a period of five (5) years, so long as you meet NRG Home Solar's credit requirements ("**Renewal Term**"). The Lease Payments during the Renewal Term will be based on the fair market value of the Solar System as of the first day of the Renewal Term, as determined by us based on readily available independent information or, at your request, as determined by an independent appraiser selected by NRG Home Solar and paid for by you. Such Lease Payments will be set forth in renewal forms we send you approximately three (3)

months before the end of the Term. To renew this Lease, you must complete, sign, and return the renewal forms no later than one (1) month before the end of the Term.

8.2 Purchasing the Solar System

If you are not in default under this Lease, you will have the option to purchase the Solar System as set forth in section 9 below.

8.3 Taking Other Actions

If you do not renew this Lease or exercise your option to purchase the Solar System at the end of the Term, then within ninety (90) days after the Term expires:

(a) if you are not in default under this Lease and we request to remove the Solar System, then we may remove the Solar System at no cost to you;

(b) if you are in default under this Lease and we request to remove the Solar System, then you will pay for us to remove the Solar System;

(c) if you are not in default under this Lease and we have not requested to remove the Solar System, then you may request in writing that we remove the Solar System at no cost to you and we shall remove the system within one hundred twenty (120) days after we receive your removal request; or

(d) if you do not request removal of the Solar System in accordance with 8.3(c) above and NRG Home Solar does not elect to remove the Solar System, you shall become the owner of the Solar System conveyed to you "as is, where is" and you thereby release NRG Home Solar from any and all obligations including any implied or expressed warranties regarding the Solar System, its operations, and/or its maintenance.

9. OPTION TO PURCHASE

9.1 If you are not in default under this Lease, you will have the option to purchase the Solar System in the following circumstances:

i. on the seventh (7th) anniversary of Production Date, at the Purchase Option Price for such anniversary on Exhibit 1.

ii. at the expiration of the Term, for the Purchase Option Price for such time on Exhibit 1.

iii. subject to our sole discretion at all other times, including in connection with the sale of your home. Please contact

January 28, 2016

Exhibit 1, Section 2 of the Lease is replaced in its entirety with the following:

2. ESTIMATED PREPAYMENT AMOUNT; PURCHASED OPTION PRICE

Each "**Estimated Prepayment Amount**" reflected in the following table is an estimate of the amount you would pay if you elected to prepay the remaining Lease Payments under Section 2.2 of the Lease on the corresponding anniversary noted below of the first Lease Payment due date. The Estimated Prepayment Amount assumes that the applicable interest rate under Section 2.2 is 4.5%.

The "**Purchase Option Price**" reflected in the following table reflects the amount you would pay if you exercised a Purchase Option described in Section 8.2(a)(i) or (ii) of the Lease.

Anniversary of First Lease Payment Due Date	Lease Payment (\$ per month)	Prepayment Amount (\$)	Purchase Option Price (\$)
0	98.47	N/A	N/A
1	98.47	N/A	N/A
2	98.47	N/A	N/A
3	98.47	N/A	N/A
4	98.47	N/A	N/A
5	98.47	N/A	N/A
6	98.47	N/A	N/A
7	98.47	N/A	N/A
8	98.47	11,353.59	12,933.99
9	98.47	10,713.49	N/A
10	98.47	9,984.82	N/A
11	98.47	9,334.92	N/A
12	98.47	8,586.55	N/A
13	98.47	7,808.64	N/A
14	98.47	6,991.34	N/A
15	98.47	6,134.66	N/A
16	98.47	5,228.74	N/A
17	98.47	4,283.43	N/A
18	98.47	3,288.88	N/A
19	98.47	2,245.11	N/A
End of Initial Term	N/A	N/A	2,980.00

1. EARLY PURCHASE OPTION PRICE

The "**Early Purchase Option Price**" is the fair market value of the Solar system on the applicable Purchase Option Date, as determined by reference to a readily available independent source such as PV Value (www.pvvalue.com), less any Guaranteed Power Credit. "**Guaranteed Power Credit**" is the amount equal to 117558 (The Cumulative Guaranteed Power over the Term) minus the cumulative Actual Power as of the Purchase Option Date multiplied by \$0.181.

2. TAXES NOT INCLUDED