
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

SCHEDULE 13D

**UNDER THE SECURITIES EXCHANGE ACT OF 1934
(Amendment No.)***

Enphase Energy, Inc.

(Name of Issuer)

Common Stock
(Title of Class of Securities)

29355A 10 7
(CUSIP Number)

**JAMESON MCJUNKIN
MADRONE CAPITAL
3000 SAND HILL ROAD, BUILDING 1, SUITE 150
MENLO PARK, CALIFORNIA 94025
TELEPHONE: (650) 854-8300**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

April 4, 2012
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

Explanatory Note

The following constitutes the Schedule 13D filed by the undersigned (the "Schedule 13D"). This Schedule 13D is being filed by the Reporting Persons (as defined below) to report the acquisition of shares of Common Stock (as defined below) of the Issuer (as defined below) on April 4, 2012 as described in Item 3 below.

2.

1.	Name of Reporting Persons Madrone Partners, L.P.
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions) WC
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 0
	8. Shared Voting Power 4,374,398 shares of Common Stock (2)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 4,374,398 shares of Common Stock (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,374,398 shares of Common Stock (2)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions) <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row 11 12.9% (3)
14.	Type of Reporting Person (see instructions) PN

- (1) This Schedule 13D is filed by Madrone Partners, L.P. ("Madrone") and Madrone Capital Partners, LLC ("MCP," together with Madrone, collectively, the "Madrone Entities") and Jameson McJunkin ("McJunkin," together with the Madrone Entities, the "Reporting Persons"). The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) McJunkin serves as a Manager of MCP, which serves as the general partner of Madrone. MCP holds no securities of the Issuer directly. McJunkin has voting and investment control over the shares held by Madrone, and may be deemed to own beneficially the shares held by Madrone.
- (3) This percentage is calculated based upon 30,414,691 shares of the Issuer's Common Stock (as of March 1, 2012) outstanding as set forth in the Issuer's most recent Form 424B4, filed with the Securities and Exchange Commission on March 30, 2012.

1.	Name of Reporting Persons Madrone Capital Partners, L.L.C.	
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)	
3.	SEC USE ONLY	
4.	Source of Funds (see instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 4,374,398 shares of Common Stock (2)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 4,374,398 shares of Common Stock (2)
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- (3) This percentage is calculated based upon 30,414,691 shares of the Issuer's Common Stock (as of March 1, 2012) outstanding as set forth in the Issuer's most recent Form 424B4, filed with the Securities and Exchange Commission on March 30, 2012.

1.	Name of Reporting Persons Jameson McJunkin
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions) AF
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization United States of America
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 0
	8. Shared Voting Power 4,374,398 shares of Common Stock (2)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 4,374,398 shares of Common Stock (2)
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13.	Percent of Class Represented by Amount in Row 11 12.9% (3)
14.	Type of Reporting Person (see instructions) IN

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- (2) McJunkin serves as a Manager of MCP, which serves as the general partner of Madrone. MCP holds no securities of the Issuer directly. McJunkin has voting and investment control over the shares held by Madrone, and may be deemed to own beneficially the shares held by Madrone.
- (3) This percentage is calculated based upon 30,414,691 shares of the Issuer's Common Stock (as of March 1, 2012) outstanding as set forth in the Issuer's most recent Form 424B4, filed with the Securities and Exchange Commission on March 30, 2012.

Item 1. Security and Issuer

(a) This statement on Schedule 13D relates to the common stock, par value \$0.00001 per share ("Common Stock") of Enphase Energy, Inc., a Delaware corporation (the "Issuer").

(b) The principal executive offices of the Issuer are located at 201 1st Street, Suite 100, Petaluma, CA 94952.

Item 2. Identity and Background

(a) The persons and entities filing this statement are Madrone Capital Partners, L.P. ("Madrone") and Madrone Capital Partners, L.L.C. ("Madrone Capital," together with Madrone, collectively, the "Madrone Entities") and Jameson McJunkin ("McJunkin," together with the Madrone Entities, the "Reporting Persons").

(b) The address of the principal place of business of each of the Reporting Persons is 3000 Sand Hill Road, Building 1, Suite 150, Menlo Park, CA 94025.

(c) The principal business of each of the Reporting Persons is the venture capital investment business.

(d) During the last five years, none of the Reporting Persons nor the Listed Persons (as defined below) has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons nor the Listed Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The Listed Persons are United States citizens and each of the Madrone Entities is a Delaware limited partnership or limited liability company.

In accordance with the provisions of General Instruction C to Schedule 13D, information concerning the managers and each other person controlling Madrone Capital (the "Listed Persons") required by Item 2 of Schedule 13D is listed on Schedule 1 hereto and is incorporated by reference herein.

Item 3. Source and Amount of Funds or Other Consideration

On March 29, 2012, the Registration Statement on Form S-1 filed with the Securities and Exchange Commission by the Issuer (File No. 333-174925) in connection with its initial public offering of 8,969,697 shares of Common Stock of the Issuer (the "IPO") was declared effective. The closing of the IPO took place on April 4, 2012, and at such closing Madrone purchased 763,889 shares of Common Stock of the Issuer at the IPO price of \$6.00 per share. In addition, immediately prior to the closing of the IPO, (i) the outstanding principal and accrued and unpaid interest on certain convertible promissory notes held by Madrone converted into 446,563 shares of Common Stock of the Issuer at the IPO price of \$6.00 per share and (ii) shares of preferred stock held by Madrone converted into 3,866,444 shares of Common Stock of the Issuer. These convertible promissory notes and shares of preferred stock were purchased from the Issuer in a series of private transactions.

The funds used by the Madrone Entities to acquire the securities described herein were obtained from capital contributions by their partners and from direct capital commitments by the Madrone Entities.

Item 4. Purpose of Transaction

The Madrone Entities agreed to purchase the Common Stock for investment purposes with the aim of increasing the value of their investments and the Issuer.

McJunkin is a member of the Board of Directors of the Issuer and also serves as a Manager of Madrone Capital, which serves as the general partner of Madrone.

Subject to applicable legal requirements, one or more of the Reporting Persons may purchase additional securities of the Issuer from time to time in open market or private transactions, depending on their evaluation of the Issuer's business, prospects and financial condition, the market for the Issuer's securities, other developments concerning the Issuer, the

reaction of the Issuer to the Reporting Persons' ownership of the Issuer's securities, other opportunities available to the Reporting Persons, and general economic, money market and stock market conditions. In addition, depending upon the factors referred to above, the Reporting Persons may dispose of all or a portion of their securities of the Issuer at any time. Each of the Reporting Persons reserves the right to increase or decrease its holdings on such terms and at such times as each may decide.

Other than as described above in this Item 4, none of the Reporting Persons have any plan or proposal relating to or that would result in: (a) the acquisition by any person of additional securities of the Issuer or the disposition of securities of the Issuer; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (d) any change in the present Board of Directors or management of the Issuer, including any plans or proposals to change the number or terms of directors or to fill any existing vacancies on the Board of Directors of the Issuer; (e) any material change in the present capitalization or dividend policy of the Issuer; (f) any other material change in the Issuer's business or corporate structure; (g) any changes in the Issuer's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (h) a class of securities of the Issuer being delisted from a national securities exchange or ceasing to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or (j) any action similar to those enumerated above.

Item 5. Interest in Securities of the Issuer

The following information with respect to the ownership of the Common Stock of the Issuer by the Reporting Persons filing this Statement on Schedule 13D is provided as of the date of this filing:

Reporting Persons	Shares Held Directly	Sole Voting Power (1)	Shared Voting Power (1)	Sole Dispositive Power (1)	Shared Dispositive Power (1)	Beneficial Ownership (1)	Percentage of Class (2)
Madrone	4,374,398	0	4,374,398	0	4,374,398	4,374,398	12.9%
Madrone Capital (1)	0	0	4,374,398	0	4,374,398	4,374,398	12.9%
McJunkin (1)	0	0	4,374,398	0	4,374,398	4,374,398	12.9%

- (1) McJunkin serves as a Manager of Madrone Capital, which serves as the general partner of Madrone. Madrone Capital holds no securities of the Issuer directly. McJunkin has voting and investment control over the shares held by Madrone, and may be deemed to own beneficially the shares held by Madrone.
- (2) This percentage is calculated based upon 30,414,691 shares of the Issuer's Common Stock (as of March 1, 2012) outstanding as set forth in the Issuer's most recent Form 424B4, filed with the Securities and Exchange Commission on March 30, 2012.

The information provided and incorporated by reference in Item 3 is hereby incorporated by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Investor Rights Agreement

The Madrone Entities and other stockholders of the Issuer have entered into an Amended and Restated Investors Rights Agreement dated March 15, 2010 (the "Investor Rights Agreement") with the Issuer. Subject to the terms of the Investor Rights Agreement, holders of shares having registration rights ("Registrable Securities") can demand that the Issuer file a registration statement or request that their shares be covered by a registration statement that the Issuer is otherwise filing.

Demand Registration Rights

The holders of approximately 30,013,442 shares of the Issuer's common stock will be entitled to certain demand registration rights. At any time after six months following completion of the IPO, the holders of at least a majority of these shares have the right to request that the Issuer file up to two registration statements. The Issuer may postpone the filing of a registration statement for up to 90 days if it determines that the filing would be seriously detrimental to the Issuer and their stockholders, and the underwriters of an underwritten offering will have the right, subject to certain restrictions, to limit the number of shares registered by these holders for reasons relating to the marketing of the shares.

Form S-3 Registration Rights

The holders of approximately 30,013,442 shares of the Issuer's common stock will be entitled to certain Form S-3 registration rights. At any time after the Issuer is eligible to file a registration statement on Form S-3, holders of at least 25% of these shares have the right to request that the Issuer effect a registration on Form S-3 if the proposed aggregate offering price of the shares to be registered by the holders requesting registration is at least \$1,000,000. The Issuer will not be required to effect such a registration if the Issuer has effected one such registration within the 24-month period preceding a request and the Issuer may postpone the filing of a registration statement on Form S-3 for up to 90 days if the Issuer determines that the filing would be seriously detrimental to the Issuer and their stockholders. The underwriters of any underwritten offering will have the right, subject to certain restrictions, to limit the number of shares registered by these holders for reasons relating to the marketing of the shares.

Piggyback Registration Rights

If the Issuer proposes to register any of its securities for public sale, the holders of approximately 30,013,442 shares of the Issuer's common stock will be entitled to certain "piggyback" registration rights allowing the holders to include their shares in such registration. However, this right does not apply to a registration relating to any of the Issuer's employee benefit plans, the exchange of securities in certain corporate reorganizations or certain other transactions or the issuance of common stock upon conversion of debt securities, the offer and sale of which are also being registered. The underwriters of any underwritten offering will have the right to limit the number of shares registered by these holders for reasons relating to the marketing of the shares, but not below 30% of the total number of shares included in the registration statement.

Expenses of Registration

Subject to certain limitations, the Issuer will pay all expenses incurred by holders of shares registered in connection with up to two demand registrations and all piggyback and Form S-3 registrations except, in each case, for fees and expenses of legal counsel in excess of \$50,000, underwriting discounts, selling commissions and transfer taxes. However, subject to limited exceptions, the Issuer will not pay for any expenses of any demand registration if the request is subsequently withdrawn by the holders or if the net proceeds requirement of a demand registration is not met.

Indemnification

The Investor Rights Agreement contains customary cross-indemnification provisions, pursuant to which the Issuer is obligated to indemnify the selling stockholders in the event of material misstatements or omissions in the registration statement attributable to the Issuer, and the selling stockholders are obligated to indemnify the Issuer for material misstatements or omissions attributable to them.

Termination

The registration rights described herein will terminate on the earlier of: (i) five years after the closing of the IPO and (ii) with respect to an individual holder, when such holder is able to sell all of its shares pursuant to Rule 144 under the Securities Act in any three month period.

Lock-up Agreements

The Madrone Entities and Mr. McJunkin, along with all of the Issuer's officers, directors, and holders of substantially all of the Issuer's common stock, have entered into letter agreements (the "**Lock-up Agreements**"), whereby they have agreed, subject to certain exceptions, with the underwriters not to dispose of or hedge any shares of the Issuer's common stock or securities convertible into or exchangeable for shares of common stock during the period from the date of the lock-up agreement continuing for a period of 180 days from March 29, 2012, except with the prior written consent of Morgan Stanley & Co. LLC.

The 180-day restricted period described in the preceding paragraph will be automatically extended if:

- during the last 17 days of the 180-day restricted period the Issuer issues an earnings release or announce material news or a material event; or
- prior to the expiration of the 180-day restricted period, the Issuer announces that it will release earnings results during the 16-day period beginning on the last day of the 180-day period,

in which case the restrictions described in the preceding paragraph will continue to apply until the expiration of the 18-day period beginning on the date of the issuance of the earnings release or the announcement of the material news or material event.

Other than as described in this Schedule 13D, to the best of the Madrone Entities' and Listed Persons' knowledge, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of the Issuer.

Item 7. Material to Be Filed as Exhibits

- A. Agreement regarding filing of joint Schedule 13D.
- B. Enphase Energy, Inc. Amended and Restated Investor Rights Agreement, dated as of March 15, 2010, between Enphase Energy, Inc., certain investors named therein (incorporated by reference to Exhibit 4.2 to the Issuer's Registration Statement on Form S-1, Registration No. 333-174925, filed on March 29, 2012).
- C. Form of Lockup Agreement.
- D. Form of Lockup Agreement Extension

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: April 11, 2012

MADRONE PARTNERS, L.P.
By its General Partner, Madrone Capital Partners, LLC

By: /s/ Jameson McJunkin
Jameson McJunkin
Manager

MADRONE CAPITAL PARTNERS, LLC

By: /s/ Jameson McJunkin
Jameson McJunkin
Manager

/s/ Jameson McJunkin
Jameson McJunkin

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement: provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

**Attention: Intentional misstatements or omissions of fact
constitute Federal criminal violations (See 18 U.S.C. 1001)**

SCHEDULE I

Managers:

Jameson McJunkin
c/o Madrone Capital Partners
3000 Sand Hill Road, Building 1, Suite 150
Menlo Park, California 94025
Principal Occupation:

Manager of Madrone Capital, which serves as the general partner of Madrone

Citizenship:

United States of America

Greg Penner
c/o Madrone Capital Partners
3000 Sand Hill Road, Building 1, Suite 150
Menlo Park, California 94025
Principal Occupation:

Manager of Madrone Capital, which serves as the general partner of Madrone

Citizenship:

United States of America

Thomas Patterson
c/o Madrone Capital Partners
3000 Sand Hill Road, Building 1, Suite 150
Menlo Park, California 94025
Principal Occupation:

Manager of Madrone Capital, which serves as the general partner of Madrone

Citizenship:

United States of America

EXHIBIT INDEX

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- C. Form of Lockup Agreement.
- D. Form of Lockup Agreement Extension.

JOINT FILING STATEMENT

I, the undersigned, hereby express my agreement that the attached Schedule 13D (and any amendments thereto) relating to the Common Stock of Enphase Energy, Inc. is filed on behalf of each of the undersigned.

Date: April 11, 2012

MADRONE PARTNERS, L.P.

By its General Partner, Madrone Capital Partners, LLC

By: /s/ Jameson McJunkin

Jameson McJunkin

Manager

MADRONE CAPITAL PARTNERS, LLC

By: /s/ Jameson McJunkin

Jameson McJunkin

Manager

/s/ Jameson McJunkin

Jameson McJunkin

LOCK-UP LETTER

, 2011

Morgan Stanley & Co. LLC
1585 Broadway
New York, NY 10036

Ladies and Gentlemen:

The undersigned understands that Morgan Stanley & Co. LLC (“**Morgan Stanley**”) proposes to enter into an Underwriting Agreement (the “**Underwriting Agreement**”) with Enphase Energy, Inc., a Delaware corporation (the “**Company**”), providing for the initial public offering (the “**Public Offering**”) by the several Underwriters, including Morgan Stanley (the “**Underwriters**”), of shares (the “**Shares**”) of common stock, par value \$0.00001 per share, of the Company (the “**Common Stock**”).

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, it will not, during the period (the “**Restricted Period**”) commencing on the date hereof and ending 180 days after the date of the final prospectus relating to the Public Offering (the “**Prospectus**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise.

The foregoing paragraph shall not apply to (a) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering, *provided* that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with subsequent sales of Common Stock or other securities acquired in such open market transactions during the Restricted Period; (b) transfers of shares of Common Stock or any security convertible into Common Stock as (i) a bona fide gift, (ii) by will or intestate succession, (iii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, (iv) if the undersigned is a corporation, partnership, limited liability company or other business entity, (A) to any stockholder, partner or member of, or owner of a similar equity interest in, the undersigned, as the case may be, (B) in connection with the sale or other bona fide transfer in a single transaction of all or substantially all of the undersigned’s capital stock, partnership interests, membership interests or other similar equity interests, as the case may be, or all or substantially all of the undersigned’s assets, in any such case not undertaken for the purpose of avoiding the restrictions imposed by this agreement or (C) to another corporation, partnership, limited liability company or other business entity so

long as the transferee is an affiliate of the undersigned, *provided* that in the case of any transfer or distribution pursuant to this clause (b), (i) each donee or distributee shall sign and deliver a lock-up letter substantially in the form of this letter prior to or upon such transfer and (ii) no filing under Section 16(a) of the Exchange Act, reporting a disposition of shares of Common Stock or any other reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the Restricted Period; (c) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Common Stock, *provided* that such plan does not provide for the transfer of Common Stock during the Restricted Period and no public announcement or filing under the Exchange Act regarding the establishment of such plan shall be required of or voluntarily made by or on behalf of the undersigned or the Company; (d) the exercise by the undersigned of any option to purchase shares of Common Stock granted by the Company pursuant to the Company's 2006 Equity Incentive Plan, 2011 Equity Incentive Plan, or 2011 Employee Stock Purchase Plan, or any warrant issued by the Company to purchase shares of Common Stock, *provided* that in the case of any transfer pursuant to this clause (d), (i) the restrictions in the foregoing sentence shall apply to any shares of Common Stock received by the undersigned upon such exercise (for the avoidance of doubt, broker-assisted cashless exercises are not permitted hereunder) and (ii) no filing under Section 16(a) of the Exchange Act, reporting any disposition of shares of Common Stock or any other reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the Restricted Period; (e) any transfer to the Company of shares of Common Stock or other securities convertible into or exercisable or exchangeable for Common Stock (i) upon a vesting event of the Company's securities or the exercise of options issued pursuant to the Company's 2006 Equity Incentive Plan, 2011 Equity Incentive Plan, or 2011 Employee Stock Purchase Plan in full or partial payment of taxes or tax withholding obligations required to be paid or satisfied upon such vesting or exercise or (ii) in exercise of the Company's right to repurchase or reacquire the undersigned's securities pursuant to agreements that permit the Company to repurchase or reacquire such securities upon termination of the undersigned's services to the Company, *provided* that in the case of any transfer pursuant to this clause (e), no filing under Section 16(a) of the Exchange Act, reporting a disposition of shares of Common Stock or any other reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the Restricted Period; (f) any transfer of shares of Common Stock acquired pursuant to the Company's 2011 Employee Stock Purchase Plan, *provided* that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with such transfer during the Restricted Period; or (g) any transfers of the undersigned's securities pursuant to a sale or an offer to purchase 100% of the outstanding Common Stock, whether pursuant to a merger, tender offer or otherwise, to a third party or group of third parties.

In addition, the undersigned agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 180 days after the date of the Prospectus, make any demand for, or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions.

If:

(1) during the last 17 days of the Restricted Period the Company issues an earnings release or material news or a material event relating to the Company occurs; or

(2) prior to the expiration of the Restricted Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Restricted Period;

the restrictions imposed by this agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

The undersigned shall not engage in any transaction that may be restricted by this agreement during the 34-day period beginning on the last day of the initial Restricted Period unless the undersigned has received prior written confirmation from the Company or Morgan Stanley that the restrictions imposed by this agreement have expired.

The undersigned understands that the Company and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns. This agreement shall terminate automatically upon the earliest to occur, if any, of (a) the date the Company advises Morgan Stanley, in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Public Offering and (b) December 31, 2011 if, and only if, the Public Offering has not been completed by such date.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters.

Very truly yours,

(Name)

(Address)

Signature Page to Lock-Up Agreement

LOCK-UP LETTER EXTENSION

, 2012

Morgan Stanley & Co. LLC
1585 Broadway
New York, NY 10036

Ladies and Gentlemen:

Reference is made to that certain lock-up letter (the “**Lock-up Letter**”) previously delivered by the undersigned to Morgan Stanley & Co. LLC (“**Morgan Stanley**”) in connection with the Underwriting Agreement proposed to be entered into by Morgan Stanley with Enphase Energy, Inc., a Delaware corporation (the “**Company**”) providing for the initial public offering (the “**Public Offering**”) by the several Underwriters, including Morgan Stanley (the “**Underwriters**”) of shares of common stock, par value \$0.00001 per share, of the Company. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lock-Up Letter.

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that the term of the Lock-Up Letter shall be extended, and shall terminate automatically upon the earliest to occur of (a) the date the Company advises Morgan Stanley, in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Public Offering and (b) December 31, 2012 if, and only if, the Public Offering has not been completed by such date. Except as expressly modified and superseded by the immediately preceding sentence, the terms and provisions of the Lock-up Letter shall continue in full force and effect. The undersigned understands that the Company and the Underwriters are relying upon the Lock-Up Letter, as modified by this letter agreement, in proceeding toward consummation of the Public Offering.

Very truly yours,

(Signature)

(Address)