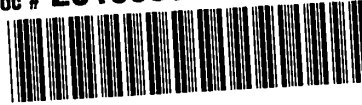


Recording Requested By:
SUNPOWER CAPITAL, LLC.
2900 Esperanza Crossing
Austin, TX 78758
Return To:
LIEN SOLUTIONS
Mortgage Department
PO BOX 29071
GLENDALE, CA 91209-9071

Recorded In Official Records of Solano County
Marc C. Tonnesen
Assessor/Recorder
LIEN SOLUTIONS

4/18/2019
9:15:16 AM
AR16
NIS

Doc # **201900022529**



Title: 1 Pages: 2
Fees \$16.00
Taxes \$0.00
SB2 Fee \$75.00
Other \$0.00
Paid \$91.00

NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT

DocuSigned by:
[Signature]
3A18C451527742E...
10/8/2021 | 4:20 PM PDT



DocuSigned by:
[Signature]
153A4332ACE44D6...
10/8/2021 | 4:21 PM PDT

This real property is receiving part of its electric service from an independent solar energy producer that has retained ownership of a solar electric generation system that is located on the real property. The independent solar energy producer provides electrical service to the current owner of this real property through a long-term contract for electric service. The independent solar energy producer is required to provide a copy of the contract to a prospective buyer of the real property within ten (10) days of the receipt of a written request from the current owner of this real property.

1. This notice ("Notice") pertains to the real property ("Real Property") with the address of Property Address: 843 Summer Breeze Dr., Vacaville, CA, 95687
2. The Real Property's Owner is Nicholas Guglieminetti & Theresa Guglieminetti
3. The assessor's parcel number of the Real Property is PIN: 0136-593-080 .
4. The independent solar energy producer ("Independent Solar Energy Producer") described in this Notice is:
 - Name: SPWR USB 2013-1, LLC
 - Address: PO Box 82387, Austin, TX 78708-2387
 - Telephone: 1-800-321-1770
5. The Real Property is subject to a Lease Agreement (003-0295595-002) ("Lease") for the solar electric generation system installed on the Real Property. The Lease term commences on the date the solar electric generation system is ready to be interconnected to the local utility grid and it ends on the date that is twenty years after it commenced, unless sooner terminated or extended, all as provided in the Lease. The Lease term is estimated to commence on 03/18/2013 and expire on 03/18/2033 .
6. If the Lease is terminated before the end of the Lease term, the lessee may be in default under the Lease. The Independent Solar Energy Producer may then.
 - a. Take possession of the solar electric generation system;
 - b. Require the owner of the Real Property to return the solar electric generation system to the Independent Solar Energy Producer at owner's cost,
 - c. Remove the solar electric generation system from the Real Property and require the owner of the Real Property to pay the reasonable costs of removal, transportation of the solar electric generation system, and placing the solar electric generation system in service at another location;
 - d. Leave the solar electric generation system in place on the Real Property, but disconnect it and deny the Real Property the use of the solar electric generation system and the electricity it generates;
 - e. Recover from the lessee all unpaid past rent under the Lease, plus penalties and interest;
 - f. Recover from the lessee (i) all accrued but unpaid monthly payments under the Lease, late charges, penalties, interest and all or any other sums then due and owing, plus (ii) the stipulated purchase price for the solar electric generation system (found in Exhibit B to the Lease);

- g. Pursue any other remedies available to the Independent Solar Energy Producer under law for a breach of the Lease,
 - h. To the extent permissible under law, sell output from the solar electric generation system to the local utility and receive payment for such electricity; and
 - i. Recover from the lessee any reasonable attorneys' fees and expenses, and arbitration and court costs relating to the Lease and Independent Solar Energy Producer's enforcement of its rights and remedies.
7. If the lessee of the solar electric generation system sells the Real Property, the lessee may either:
- a. Purchase the solar electric generation system at the price set forth in the Lease, and then include the solar electric generation system with the sale of the Real Property; or
 - b. If the Independent Solar Energy Producer approves of the proposed buyer and the proposed buyer agrees to assume the obligations under the Lease Agreement, require the buyer of the Real Property to assume the lessee's obligations under the Lease in accordance with its terms and conditions.
8. Pursuant to California Public Utilities Code Section 2869(c), this Notice does not constitute a title defect, lien or encumbrance against the Real Property. In the time and manner required by law, the Independent Solar Energy Producer shall record a document extinguishing this Notice if the Lease is voided, terminated, assigned or transferred.
9. Notwithstanding anything to the contrary, this Notice shall only serve as the required disclosure in accordance with California Public Utilities Code Section 2869. Furthermore, this Notice will, at all times, remain subordinate to any lien of any deed of trust that has been or will be recorded in the office of the county recorder for the county in which the Real Property is located.

Dated 04/12/2019
SPWR USB 2013-1, LLC

By: *Ileana Gutierrez*
Name: Ileana Gutierrez
Its: Authorized Signer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

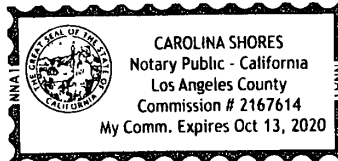
State of CALIFORNIA
County of LOS ANGELES COUNTY

On April 12, 2019, before me, Carolina Shores, a Notary Public, personally appeared Ileana Gutierrez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *CS* (Seal)
Carolina Shores



Commission Expires: **Commission Expires: 10/13/2020**

END OF DOCUMENT