

FIDELITY NATIONAL TITLE
ORANGE COUNTY

352358

Recording Requested by Simplifile

RECORDING REQUESTED BY
SUNPOWER CAPITAL, LLC
P.O. Box 82387
Austin, TX 78708-2387

AND WHEN RECORDED MAIL TO
Lien Operations
P.O. Box 841460
Los Angeles, CA 90084-1460

Electronically Recorded in Official Records of Solano County

Marc C. Tonnesen
Assessor/Recorder

ES-EPNES-EPN

6/29/2021
8:44:26 AM
AR16
92

Doc # 202100069470



Titles:	1	Pages:	3
Fees			\$29.00
Taxes			\$0.00
SB2 Fee			\$75.00
Other			\$0.00
Paid			\$104.00

DocuSigned by:
Marc C. Tonnesen
3A18C451527742E...

10/8/2021 | 4:20 PM PDT

DocuSigned by:
Marc C. Tonnesen
153A4332ACE44D6...

10/8/2021 | 4:21 PM PDT

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT ("Agreement"), made this 7th of June, 2021 by Nicholas Guglieminetti owner of the land and present owner and holder of the leasehold estate created by the lease hereinafter described and hereinafter interchangeably referred to as "Owner" or "Lessee" as the context requires, and SPWR USB 2013-1 LLC, its successors and/or assigns ("Lessor").

WITNESSETH

THAT WHEREAS, Lessor, executed a Notice of an Independent Solar Energy Producer Contract ("Notice") in accordance with California Public Utilities Code Section 2869 ("Code"), 2019-04-18 covering the lease of a solar energy system for use in the residence located at: 843 Summer Breeze Dr., Vacaville, CA 95687, SOLANO County ("Real Property") which Notice was recorded on 2019-04-18, as Document No. E201900022529 the official records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$602,500.00 dated 2021-06-22, in favor of Flagstar Bank, FSB herein after referred to as "Lender," payable with interest and upon the terms and conditions described therein, and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust in favor of Lender, securing all obligations recited therein as being secured thereby, shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the Notice above;

WHEREAS, in accordance with the Code, said Notice does not constitute a title defect, lien or encumbrance against the Real Property;

WHEREAS, Lessor is providing this Agreement for the sole purpose of accommodating Lender's requirements to allow Lender to make said loan to Owner; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon said Real Property prior and superior to the Notice above described provided Lessor will specifically and unconditionally subordinate the Notice above described to the lien or charge of said deed of trust and modifications in favor of Lender.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood, and agreed as follows:

(1) That said deed of trust securing said note in favor of Lender, and any renewals and extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Real Property described therein, prior and superior to the Notice above described and said Notice is hereby subjected, and made subordinate, to the lien or charge of the deed of trust in favor of Lender.

(2) That Lender would not make its loan above described without this Agreement.

(3) That this Agreement shall be the whole and only agreement with regard to the subjection and subordination of the Notice above described and shall supersede and cancel, but only insofar as would affect the priority between the Notice and the deed of trust hereinbefore specifically described, any prior agreements as to such subjection or subordination, including, but not limited to, those provisions, if any, contained in the Notice above described, which provide for the subjection or subordination of said Notice to a deed or deeds of trust or to a mortgage or mortgages.

(4) That Lessor intentionally and unconditionally waives, relinquishes, and subordinates the Notice above described in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being made and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection, and subordination.

(5) The performance and construction of this Agreement shall be governed by the laws of the state of California.

(6) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

(7) The recitals to this Agreement are hereby incorporated into and made a part hereof as though fully set forth herein

By: SPWR USB 2013-1 LLC

Dated: 2021-06-07

By: _____
 Name: Francis Mack
 Title: Authorized Signatory

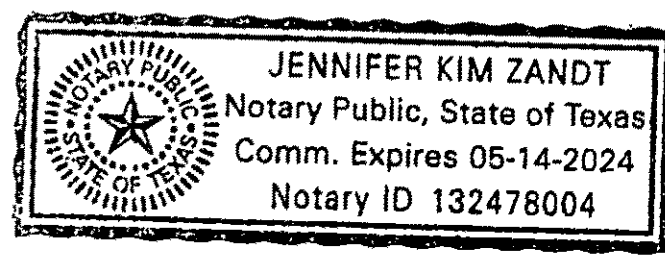
STATE OF TEXAS,

COUNTY OF TRAVIS

Before me, Jennifer Kim Zandt on this day personally appeared Francis Mack , known to me through verification of her/his TX Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7th day of June, 2021.

By: _____
 Name: Jennifer Kim Zandt



PRELIMINARY REPORT
YOUR REFERENCE:

Fidelity National Title Company
ORDER NO.: 00352358-002-MB5-JA1

EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF VACAVILLE, COUNTY OF SOLANO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 57, AS SHOWN ON THE FILED MAP OF "WESTGATE UNIT NO. 7", IN THE CITY OF VACAVILLE, COUNTY OF SOLANO, STATE OF CALIFORNIA, FILED AUGUST 22, 1996, IN MAP BOOK 66 PAGE 25, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM ALL MINERALS OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER AND ALL GEOTHERMAL ENERGY SOURCES IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID LAND WHICH UNDERLINES A PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND, (SUBJECT TO ALL PRIOR RESERVATION AND EXCEPTIONS OF RECORD) SUCH RESERVATION SPECIFICALLY RESERVES IN GRANTOR THE RIGHTS OF PROSPECTING EXPLORATION DEVELOPMENT, PRODUCTION, EXTRACTION AND TAXING OF SAID MINERALS, OIL, GAS, PETROLEUM HYDROCARBON SUBSTANCES, WATER AND GEOTHERMAL ENERGY (AND/OR ITS SOURCES) FROM SAID LAND BY MEANS OF MINES, WELL, DERRICKS, AND/OR OTHER EQUIPMENT FROM SURFACE LOCATIONS AND ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE DESCRIBED LAND; PROVIDED HOWEVER, THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES, WATER, AND GEOTHERMAL ENERGY SOURCES, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND NOR TO USE SAID LAND OR ANY PORTION THEREOF ABOVE SAID PLACE PARALLEL TO FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND FOR ANY PURPOSES WHATSOEVER, AS RESERVED BY LEWIS HOMES-VACAVILLE I, A CALIFORNIA LIMITED PARTNERSHIP, IN DEED RECORDED MAY 15, 1998, AS INSTRUMENT NO. 1998-00036651.

ALSO EXCEPTING THEREFROM, ALL OIL, GAS, MINERALS THEREIN OR THEREUNDER; PROVIDED, HOWEVER, THAT NO EXCEPTION DIGGING OR DRILLING OPERATIONS SHALL BE PERFORMED, OR ANY STRUCTURE OR OTHER IMPROVEMENT PLACED THEREON BY SAID GRANTOR, HIS HEIRS OR ASSIGNS THE GRANTOR MAY DRILL BY MEANS OF SLANT DRILLING FROM ADJACENT LANDS, WELLS BENEATH THE SURFACE OF SAID LAND PROVIDED THE SAME DO NOT INTERFERE WITH THE USE OF SAID LAND BY THE GRANTEE OR ITS SUCCESSORS OR ASSIGNS, OR DAMAGE ANY IMPROVEMENT OR FACILITY PLACED UPON OR UNDER THE SURFACE OF SAID LAND BY THE GRANTEE, ITS SUCCESSORS OR ASSIGNS, AS RESERVED IN THE DEED FROM RONALD.

APN: 0136-593-080