

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO
SunPower Capital, LLC
PO Box 845759
Los Angeles, CA 90084-5759

Overnight Address:
Lockbox Services 845759
Attn: SunPower Capital, LLC
3440 Flair Dr.
El Monte, CA 91731

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 10th Day of February, 2020 by Mark Kohl 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 HELIOS RESIDENTIAL SOLAR FUND 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"), dated December 12th, 2018 covering the lease of a solar energy system for use in the residence located at: 2875 E Wyman Dr., Palm Springs, CA, 92262, County ("Real Property") which Notice was recorded on January 2nd, 2019 as Document No. 2019-0001447 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 \$ 185,000.00 dated February 11th, 2020, in favor of Robin Salame, T.S. Salame Corp. Defined Contribution Plan II 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

HELIOS RESIDENTIAL SOLAR FUND LLC

By: SunPower Capital, LLC, a Delaware limited liability
Company, its Attorney-In-Fact

Dated:

By:

Name:

Title: Authorized Signatory

STATE OF TEXAS,
COUNTY OF WILLIAMSON

Before me, _____ on this day personally appeared

_____, 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 _____ day of _____, 2020.

Signature _____

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)
COUNTY OF _____)

On _____ before me, _____,
(here insert name and title of the officer), personally appeared
_____, 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 _____ (Seal)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)

COUNTY OF _____)

On _____ before me, _____, (here
insert name and title of the officer), personally appeared
_____, 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
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Signature _____ (Seal)