

Recording Requested By and
After Recording Return to:

Concord Servicing Corporation
On behalf of Concert Finance
4343 North Scottsdale Rd., Suite 270
Scottsdale, AZ 85251

APN: P127779

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ACKNOWLEDGEMENT AND SUBORDINATION
AGREEMENT**

THIS ACKNOWLEDGEMENT AND SUBORDINATION AGREEMENT (this "Agreement") is made and entered into as of 12/17/2025, among Jeremy Nutall (the "Property Owner"), having an address of 24349 Nookachamp Hills Dr, Mount Vernon, WA 98274, Concert Finance, (the "Solar Loan Servicer") having an address of 136 S Main Street, Ste 400, Salt Lake City, UT 84101, and Navy Federal Credit Union (the "Mortgage Lender") having an address of P. O. BOX 3326, Merrifield, VA 22119.

RECITALS

A. Property Owner owns the real property located at 24349 Nookachamp Hills Dr, Mount Vernon, WA 98274, Skagit County, WA (such real property, including all buildings, improvements, structures and fixtures located thereon, shall be hereinafter referred to as the "Real Property"), as more particularly described on Exhibit A attached hereto.

B. Property Owner and Concert Finance entered into that certain loan, dated as of 06/25/2025 (as may be amended from time to time, the "Contract"), pursuant to which Medallion Bank financed the purchase of solar home improvement items at the Property Owner's home on the Real Property (the "Solar Home Improvement Items"), and the Contract was assigned to the Solar Servicer.

C. Concert Finance caused to be filed on 08/27/2025 in the official records of Skagit County, WA, a Uniform Commercial Code fixture filing with respect to the Home Improvement Items that is instrument number 202508270089 (the "Fixture Filing") to give potential parties of interest in the Real Property notice that Property Owner has granted the lienholder a first-priority purchase-money security interest in the Home Improvement Items.

D. Contemporaneously herewith, Property Owner has executed a mortgage, dated on or about 1/27/2026 and recorded 2/2/2026 as instrument number 202602020033 for the benefit of the Mortgage Lender (as may be amended, supplemented or modified from time to time, the "Mortgage"), to secure a loan made by Mortgage Lender to Property Owner, which Mortgage encumbers the Property.

E. Property Owner, Solar Loan Servicer and Mortgage Lender desire to confirm their understanding concerning the Home Improvement Items, the Fixture Filing, and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Property Owner, Solar Loan Servicer and Mortgage Lender hereby agree as follows.

AGREEMENT

1. **Solar Loan Servicer Acknowledgement.** Solar Loan Servicer hereby acknowledges the Mortgage made by Property Owner to Mortgage Lender, Mortgage Lender's rights under the Mortgage and Mortgage Lender's lien on the Real Property. Solar Loan Servicer hereby further acknowledges and agrees that Solar Loan Servicer does not have a lien on the Real Property, and that Solar Loan Servicer only has a lien on and an interest

in the Solar Home Improvement Items pursuant to the Contract.

2. **Subordination.** Without limiting Solar Loan Servicer's rights, title or interest to the Solar Home Improvement Items, Property Owner, Solar Loan Servicer and Mortgage Lender hereby agree, to the extent that Solar Loan Servicer is deemed to have a lien on any portion of the Real Property, such lien shall be subject and subordinate in all respects to the Mortgage. For the avoidance of doubt, Solar Loan Servicer hereby subordinates all right, title, and interest arising under the Fixture Filing to the Mortgage and to any mortgage that secures a refinancing of debt secured by the Mortgage after the date hereof, with the same force and effect as if the Mortgage or such subsequent mortgage, as applicable, had been recorded prior to the making and recording of the Fixture Filing.

3. **Rights upon Foreclosure.** (a) **Notice of Foreclosure.** Mortgage Lender shall give Solar Loan Servicer written notice before commencing any foreclosure or other action to enforce its rights and remedies under the Mortgage. (b) **Rights While Lender Owner Holds Title to Real Property.** During any period after a judicial foreclosure of, or other enforcement of rights under, the Mortgage, Mortgage Lender or one of its affiliates, agents or designees holds title to the Real Property (in such capacity, a "**Lender Owner**") and Solar Loan Servicer owns the Solar Home Improvement Items, Solar Loan Servicer agrees that the Lender Owner may use the energy produced by the Solar Home Improvement Items at no cost and without further act; provided that Lender Owner shall give Solar Loan Servicer written notice as required by applicable law of any third-party purchase of the Real Property by a person or entity that is not a Lender Owner (a "**Subsequent Purchaser**"). Notwithstanding Section 2, any Subsequent Purchaser shall take title to the Property subject to the Fixture Filing. (c) **Solar Loan Servicer's Rights.** Nothing herein shall restrict Solar Loan Servicer's rights, or limit or restrict Solar Loan Servicer's ability to enforce its rights to remove the Solar Home Improvement Items from the Real Property at any time.

4. **Miscellaneous.** (a) **Further Actions.** Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Mortgage Lender or Solar Loan Servicer or execute for the purposes of carrying out and effectuating this Agreement and the intent hereto and evidencing this Agreement, whether by filing with any public office, or agency or otherwise. (b) **Modification of Agreement.** This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest. (c) **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. (d) **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such other provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. (e) **Recording.** The parties hereby agree and acknowledge that this Agreement shall be recorded in the official records of the county and state in which the Real Property is located. (f) **Governing Law.** This Agreement shall be governed by and construed under the laws of the State in which the Real Property is located. (g) **Counterparts.** This Agreement may be executed in counterparts, and all counterparts together shall be construed as one document. (h) **Fees.** If any legal action, arbitration or other proceeding is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of its actual expenses, including without limitation, expert witness fees, actual attorneys' fees and disbursements. (i) **Notices.** All notices, statements and other communications to be given under the terms of this Agreement shall be in writing and delivered by hand against written receipt or sent by certified or registered mail, return receipt requested, postage prepaid and addressed as provided in the first paragraph of this Agreement, or at such other address as from time to time designated by the party receiving the notice.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SOLAR LOAN SERVICER:

Concord Servicing Corporation,
on behalf of Concert Finance
4343 North Scottsdale Rd., Suite 270
Scottsdale, AZ 85251
An Arizona corporation

By:

Name: Ronald Harris
Title: consumer operations

ACKNOWLEDGMENT

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 Arizona County of Maricopa

On 12/18/2025 before me, Genesis Meyers, personally appeared

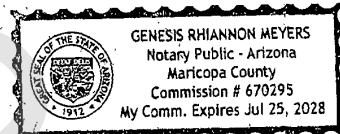
Ron Harris
who proved to me on the basis of identification or satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on 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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Genesis Meyers

(Seal)



[SIGNATURE PAGE TO ACKNOWLEDGEMENT AND SUBORDINATION;
ADDITIONAL SIGNATURES CONTINUED ON NEXT PAGE]

MORTGAGE LENDER:

Navy Federal Credit Union
(Name of Mortgage Lender)

Signature: [Handwritten Signature]

Print Name: Jeffrey Getchell

Title: Assistant Treasurer

ACKNOWLEDGMENT

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 Florida
County of Escambia

On 12/31/2025 before me, Dawnell L. Spilker, personally appeared

Jeffrey Getchell
who proved to me on the basis of identification or 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 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 Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Dawnell L. Spilker

(Seal)



[SIGNATURE PAGE TO ACKNOWLEDGEMENT AND SUBORDINATION]

[SIGNATURE PAGE TO ACKNOWLEDGEMENT AND SUBORDINATION;
ADDITIONAL SIGNATURES CONTINUED ON NEXT PAGE]

PROPERTY OWNER:

Jeremy L Nuttall
(Print Name of Property Owner)

Signature: Jeremy L Nuttall

Julie A Nuttall
(Print Name of 2nd Property Owner if applicable)

Signature: Julie A Nuttall

ACKNOWLEDGMENT

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 Washington
County of Skagit

On 01/27/2026 before me, Daniela Borovska, personally appeared

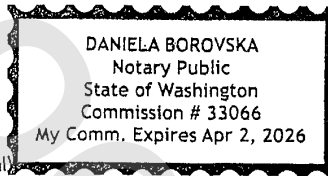
Jeremy L. Nuttall and Julie A. Nuttall
who proved to me on the basis of Driver License or satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature 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 Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Daniela Borovska

(Seal)



[SIGNATURE PAGE TO ACKNOWLEDGEMENT AND SUBORDINATION]

EXHIBIT 'A'

File No.: **1282067LV ()**

Property: **24349 Nookachamp Hills Dr, Mount Vernon, WA 98274**

Lot 226, NOOKACHAMP HILLS PUD PHASES 3 AND 4, p107-0870, according to the plat thereof recorded under auditor's File No. 200807240089, records of Skagit County, Washington.

Situated in Skagit County, Washington.

A.P.N. P127779