

**HOST ESTOPPEL CERTIFICATE**  
(BLUE SKY UTILITY – SUB 1, LLC)  
(Orland)

**THIS HOST ESTOPPEL CERTIFICATE** is made as of November <sup>28</sup>, 2017, by XYZ Orland, LLC, a California limited liability company ("Host"), for the benefit of Renewable Energy Alternatives, LLC, a Missouri limited liability company, its successors, assigns and/or affiliates, having an office 718 W. Business Highway 60, PO Box 63841 ("Investor"), and BLUE SKY UTILITY – SUB 1, LLC, a California limited liability company, having an office at 860 Napa Valley Corporate Way, Suite R, Napa CA 94559 ("Project Owner").

**RECITALS**

- A. Host is the owner of certain premises located at 35 E. Walker St., Orland, CA 91914 (the "Leased Premises").
- B. Blue Sky Utility LLC ("Sponsor") and Host have entered into that certain Amended and Restated Renewable Energy Generating System Lease Agreement dated as of September 12, 2016, as may be supplemented or amended from time to time (the "Site Lease") wherein Sponsor has or will be constructing a renewable energy generating system on the Leased Premises ("Project").
- C. The Site Lease is being assigned by Sponsor to Project Owner which will be wholly owned by a subsidiary of Blue Sky Utility LLC in which Investor will be admitted.
- D. The execution and delivery of this Estoppel Certificate by Host is a condition precedent to Investor's admission in the Project..

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Host hereby represents, warrants and covenants that, as of the date hereof:

1. Host hereby acknowledges to Sponsor's assignment of the Site Lease to Project Owner and in connection therewith the Site Lease will serve as collateral for any lender on the Project and the Investment in accordance with Exhibit H of the Site Lease.
2. The Site Lease is in full force and effect, and valid, binding and enforceable against Host in accordance with its terms.
3. Notwithstanding anything to the contrary contained in the Site Lease, Host agrees that following the enforcement by Investor of its security interest in the Site Lease, or the acceptance of any conveyance in lieu thereof, Host, upon the written request of Investor, shall attorn to and recognize Investor or its Affiliate, as applicable, as "Lessee" under the Site Lease, and shall affirm to Investor or Investor's Affiliate that Host is and remains bound by the terms of the Site Lease in accordance with Exhibit H of the Site Lease;
4. Host has not performed or failed to perform any act as a result of which it might be unable to fulfill and satisfy its covenants and obligations under the Site Lease or hereunder, or unable to enforce one or more of the terms and conditions of the Site Lease, or hereof, or limited or restricted in its efforts to enforce them.
5. All obligations and conditions to be performed by Host under the Site Lease, and to the best knowledge of Host, all obligations and conditions to be performed by Sponsor under the Site Lease, through the date hereof have been fully performed and satisfied, and no event has occurred or action has

been taken which is or, with notice, the passage of time or both, would be, a default or event of default thereunder. Host has no claims of any kind against Sponsor under or with respect to the Site Lease, and Host has no current defenses or offsets against enforcement by Sponsor of the obligations of Host under the Site Lease.

6. No amendment, modification, supplement or renewal of, or replacement for, the Site Lease will be made or entered into by Host without the prior written consent of Investor.

7. Promptly upon execution of each amendment, modification, supplement or renewal of, or replacement for, the Site Lease, Host will deliver a copy thereof (or the original, if Investor so requests) to Investor.

8. Host has been advised and understands that (a) the delivery of this Estoppel Certificate to Investor is a condition to Investor providing the Investment to Sponsor, and that Investor would not provide the Investment to Sponsor if this Estoppel Certificate is not so delivered to it, (b) Investor is relying on each of the representations and warranties of Host contained herein in providing the Investment, and (c) Investor will suffer losses, costs, damages and expenses if any of the representations and warranties contained herein is untrue, or if Host fails to perform its covenants and agreements contained herein, for which losses, costs, damages and expenses Host will be liable.

9. This Estoppel Certificate may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

10. Host agrees to execute and allow Sponsor to record a Memorandum of Lease in substantially the same form as attached hereto as Exhibit 1.

Executed as of the date first above written.

Host:

XYZ Orland, LLC  
a California limited partnership

By \_\_\_\_\_  
Its Managing Member



The terms and conditions of this  
Estoppel Certificate are hereby  
acknowledged and accepted:

Project Owner:

BLUE SKY UTILITY – SUB 1, LLC,  
a California limited liability company

*Ran Bujanover*

By \_\_\_\_\_  
By: Blue Sky Utility LLC  
Ran Bujanover  
Its Managing Member

**Exhibit 1**  
**Memorandum of the Site Lease**

## Signatures' technical details

### Signatures

ran@blueskyutility.com  
12/3/17, 9:10:04 PM PST

### Fingerprint

95f4a120e65ebdcfa960a521ae60c104d05a7f97

### Event log

67.180.3.219 12/1/17, 4:04:38 PM PST Signing request created.  
System 12/1/17, 4:04:39 PM PST Notification sent to ran@blueskyutility.com.  
71.198.18.158 12/3/17, 9:08:00 PM PST Signing page opened by signee ran@blueskyutility.com.  
71.198.18.158 12/3/17, 9:10:02 PM PST Signee ran@blueskyutility.com signed document.  
System 12/3/17, 9:10:03 PM PST Signing process completed.

### Summary

Envelope's ID: 3j43pc1j  
Document's hash: ecc8c2084e1947e43ea484e701a0e29017d4f3e301426f1e71d0eaacd97baf0  
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