

Recording Requested By and
When Recorded Return To:

Blue Sky Utility, LLC
c/o Kelly R. Wallace
1207 Randolph Street
Napa, CA 94559

APNs: 041-071-011-0, 041-071-032-0

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") made as of the 4th day of December, 2017, by and between Tri Counties Bank ("**Lender**"); XYZ Orland, LLC, a California LLC ("**Host**"); Blue Sky Utility – Sub 1, LLC ("**System Owner**" or "**Tenant**"); and TN-REA 2017 TCF, LLC, a Delaware limited liability company or its successors or assigns ("**System Owner Investor**") or its assigns;

WITNESSETH:

WHEREAS, Host owns that certain parcel of real property more fully described on Exhibit A attached hereto (the "Premises").

WHEREAS, on or about September 1, 2016, Host entered into a Deed of Trust with Lender ("Deed of Trust") securing certain obligations due to Lender by Host under that certain Note of even date and said Deed of Trust was recorded as Instrument No. 2016-3859 on September 12, 2016 in the Glenn County Recorder's Official Records granting Lender a Deed of Trust and lien upon the Premises (the "Lender Collateral").

WHEREAS, by Site Lease dated September 12, 2016 ("Site Lease"), Host granted to System Owner a license to use a portion of the Premises for the purposes of developing, designing, constructing, owning and operating the photovoltaic electric generation systems as described on Exhibit B ("Site") which is a part of the Lender Collateral;

WHEREAS, System Owner Investor will be investing indirectly in System Owner for certain personal property used in the construction of an approximate 576kw (DC) photovoltaic solar energy system described on Exhibit C ("System") to be located on the Site (collectively, the "System Owner Investor Collateral").

WHEREAS, Lender, Host, System Owner and System Owner Investor desire to confirm their understanding with respect to the Site Lease, the Deed of Trust, the Lender Collateral and the System Owner Investor Collateral.

WHEREAS, as a condition precedent to making the Loan, Lender is requiring that the Deed of Trust shall unconditionally be and remain at all times a lien or charge upon the Premises

prior and superior to the Lease and the leasehold estate created thereby. To this end, Tenant will specifically and unconditionally subordinate the Lease and the leasehold estate created thereby, together with all rights and privileges of Tenant thereunder, to the Deed of Trust.

WHEREAS, the parties hereto desire to effect the subordination of the Lease to the Deed of Trust and to provide for the non-disturbance of Tenant by Lender, subject to the terms and conditions of this Agreement. The term "Lender" as used herein shall also be deemed to include: (i) Any lender who executes this Agreement and subsequently acquires title to the Premises pursuant to a bankruptcy proceeding involving Landlord, (ii) any successor or assignee of Lender, and (iii) any purchaser at a foreclosure sale, whether judicial or non-judicial.

WHEREAS, as a condition to making the Loan, Lender requires that Tenant enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Lender hereby agrees that its security interest in the Lender Collateral as set forth in the Deed of Trust shall not extend, to, and does not in any manner include, any interest whatsoever in the System. System Owner and System Owner Investor represent and warrant to Lender that should the System be removed while the Lender Deed of Trust encumbers the Premises, that System Owner and/or System Owner Investor will restore the Premises to the condition it was in before the arrival and installation of the System.
2. Subject to the covenants, terms and conditions of this Agreement, in the event of a default under the Deed of Trust or in the event Lender or any other party (collectively "Successor Host") acquires title or right of possession of the Premises under said Deed of Trust through foreclosure, or other procedure related to a default under the Deed of Trust, said SITE LEASE shall remain in full force and effect and System Owner shall continue occupancy of the Site in accordance with the terms and provisions of said SITE LEASE so long as there is not a default under the Lease. In such event, during the period that it holds title to or possession of the Premises, Successor Host shall be in all respects bound by said SITE LEASE as Host and by all of System Owner's rights thereunder. Successor Host's remedies pursuant to the SITE LEASE will be in full force and effect once Successor Host succeeds to the interest of Host under the SITE LEASE and once Successor Host is bound by all of the terms and conditions of said SITE LEASE.
3. So long as Successor Host shall be bound by the terms and conditions of said SITE LEASE, System Owner shall attorn to Successor Host when Successor Host is in possession of the Site.
4. In the event of any foreclosure proceeding involving the Premises, Lender shall not include System Owner unless required by applicable state law for Lender to accomplish the foreclosure and then not to interfere with or diminish System Owner's rights under said SITE LEASE or disturb System Owner's possession of the System.

5. In the event that Successor Host succeeds to the interest of Host under such SITE LEASE, Successor Host shall not be:

a). Liable for any act or omission of any prior Host (including Host) or subject to any offsets or defenses which System Owner might have against any prior Host (including Host). Successor Host will not be held liable for any consequential damages for defaults of any prior Host as well; or

b). Bound by any amendment or modification of the SITE LEASE made without Lender's written consent.

6. During the continuance of said Deed of Trust, System Owner shall use reasonable efforts to give written notice to Lender of all defaults by Host of those obligations under said SITE LEASE which are of a nature as to give System Owner a right to terminate said SITE LEASE, and Lender shall have the same opportunity as provided to Host in said SITE LEASE (but shall not be required) to cure the same. In any event (except as otherwise provided in the next sentence of this paragraph), System Owner's failure to provide Lender such written notice shall not impair any rights granted or derived by System Owner under said SITE LEASE and/or this Agreement. In no event shall System Owner terminate the SITE LEASE as a result of any breach or default of the SITE LEASE unless System Owner has provided Lender notice and afforded the Lender the same opportunity to cure such breach or default as provided to Host in said SITE LEASE; provided, however, that Lender shall not be obligated to remedy or cure any default of Host under the SITE LEASE.

7. In the event Successor Host acquires title or right of possession of the Site, System Owner acknowledges and agrees that the liability of such Successor Host under the SITE LEASE shall be limited to its interest in the Site. Notwithstanding anything herein to the contrary, System Owner shall have all of its equitable remedies against Successor Host. Nothing contained herein shall otherwise limit System Owner's rights or remedies as provided in the SITE LEASE.

8. All communications provided for hereunder shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, or by a reputable courier delivery service (with charges prepaid) or by e-mail and shall be given as follows:

If to Lender: Tri Counties Bank

With copy to:

If to Host: XYZ Orland, LLC

If to System Owner: Blue Sky Utility – Sub 1, LLC
Attn: Ran Bujanover
POBox 5571
Napa, CA 94581

If to System
Owner Investor: Renewable Energy Alternatives, LLC
Attn: Michael W. Mills
718 W. Business Highway 60
PO Box 633
Dexter, MO 63841

or such other address as such party may hereafter specify by notice to the other party. Each such notice, request or other communication shall be effective (i) if given by e-mail, when such e-mail and the appropriate confirmation is received, (ii) if given by certified mail, 72 hours after such communication is deposited with the post office, addressed as aforesaid, or (iii) if given by any other means (including, without limitation, by courier), when delivered at the address specified in accordance with this Section 9.

9. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgements thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

11. This Agreement is made under the laws of the State of California and shall be governed by and construed in accordance California law without application of its choice of law rules.

12. Each party represents and warrants to the other parties that:

a). This Agreement has been duly authorized, executed and delivered by such party and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof.

b.) It has full power, authority and legal right to execute, deliver and perform this Agreement, and the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on its part, do not require any approval or consent of any trustees or holders of any of its indebtedness or obligations, and will not violate any provision of any indenture, Deed of Trust, contract or other agreement to which it is a party or by which it is bound.

c.) No consent, license, approval or authorization of, or registration or declaration with, any governmental instrumentality, domestic or foreign, is required in connection with the execution, delivery and performance by it of this Agreement.

13. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land. System Owner and System Owner Investor may assign their rights under this Agreement to a successor System Owner or Successor System Owner Investor with Landlord consent, which may not be unreasonably withheld.

14. Any amendment or modification of any provision of this Agreement or consent to any departure by any party therefrom shall in no event be effective unless the same shall be in writing signed by each party.

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

(Signature Pages to follow)

LENDER:

TRI COUNTIES BANK

By: [Signature]
Name: Ryan Dooly
Title: Vice President

STATE OF _____)
COUNTY OF _____) SS

See attached acknowledgement

I, a Notary Public, do hereby certify that _____, personally known to me to be the _____ of _____, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such _____ of said _____, pursuant to proper authority given by its Board, and as the free and voluntary act and deed of said _____, for the purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2017.

Notary Public

My term expires:

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 California
County of Butte

On 12/1/2017 before me, Melissa McWilliams, Notary Public
(insert name and title of the officer)

personally appeared Ryan Dooly
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

Melissa McWilliams

(Seal)



SYSTEM OWNER INVESTOR

TN-REA 2017 TCF, LLC

By: Renewable Energy Alternatives, LLC, its
Manager

By: 

Name: Natalie D. Riley

Title: Manager

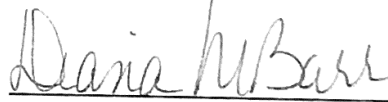
STATE OF MISSOURI)

) SS

COUNTY OF STODDARD)

I, a Notary Public, do hereby certify that Natalie D. Riley, personally known to me to be the Manager of Renewable Energy Alternatives, LLC, Manager of TN-REA 2017 TCF, LLC and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such Manager of said Renewable Energy Alternatives, LLC pursuant to proper authority given by TN-REA 2017 TCF, LLC, and as the free and voluntary act and deed of said TN-REA 2017 TCF, LLC, for the purposes therein set forth.

Given under my hand and notarial seal this 4th day of December, 2017.



Notary Public

My term expires: 08-28-2018



DIANA M. BARR
My Commission Expires
August 28, 2018
Stoddard County
Commission #14443392

HOST
XYZ ORLAND, LLC

By: 

Name: Sally Z. Gobek

Title: Managing Member

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 the document.

STATE OF _____)
) SS
COUNTY OF _____)

I, a Notary Public, do hereby certify that _____, personally known to me to be the _____ of _____, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such _____ of said _____, pursuant to proper authority given by its Board, and as the free and voluntary act and deed of said _____, for the purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2017.

Notary Public

My term expires:

CALIFORNIA CERTIFICATE OF 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 California)

County of ALAMEDA)

On DECEMBER 4TH, 2017 before me, Gretta S. Ng, Notary Public,
(here insert name and title of the officer)

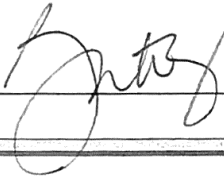
personally appeared SALLY ZHANG SOBCK

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)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT, containing 13 pages, and dated 12/4/17.

The signer(s) capacity or authority is/are as:

- ☒ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: SALLY ZHANG SOBCK
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 15 Entry # 3

Notary contact: GRETIA S. NG

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

SYSTEM OWNER:

BLUE SKY UTILITY – SUB 1, LLC

By: on Behalf

Name: RAW BRYANOWICZ

Title: BLUE SKY UTILITY LLC, MEMBER, RAW BRYANOWICZ
PRESIDENT

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 the document.

STATE OF CALIFORNIA)
) SS
COUNTY OF NAPA)

I, a Notary Public, do hereby certify that _____, personally known to me to be the _____ of _____, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such _____ of said _____, pursuant to proper authority given by its Board, and as the free and voluntary act and deed of said _____, for the purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2017.

Notary Public

My term expires:

SEE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

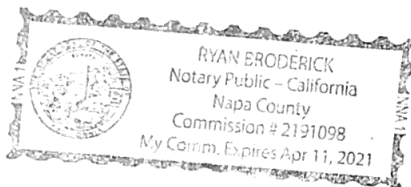
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of NAPA)
 On DECEMBER 7, 2017 before me, RYAN BRODERICK / NOTARY PUBLIC,
 Date Here Insert Name and Title of the Officer
 personally appeared RAN BUJANOYER
 Name(s) of Signer(s)

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 [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: SNDA
 Document Date: DECEMBER 7, 2017 Number of Pages: 8
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

EXIIBIT "A"

LENDER COLLATERAL

Exhibit C

System Description:

Project Information:

Project Nameplate

576 kWp

Project Estimated Production (Year 1)

923,979 kWh

Project Type

Rooftop solar and solar structures on parking lot

Panel Manufacturer

1,888 x Hanwha Q Cell 305 Panels

Inverter Manufacturer

Sungrow Power Co

Exhibit B
Site

Legal Description of the Site

PARCEL ONE:

Parcel 1 as shown on that certain Parcel Map filed in the office of the County Recorder of the County of Glenn, State of California on May 2, 1974 in Book 3 of Parcel Maps, at page 46.

APN: 041-071-011-0

PARCEL TWO:

Parcel 1 as shown on that certain Parcel Map filed for record in the office of the County Recorder, State of California, State of California, on November 14, 1974 in Book 3 of Parcel Maps, at page 94.

APN: 041-071-032-0

Current layout of the system:

