

OFFTAKER ESTOPPEL CERTIFICATE
(BLUE SKY UTILITY LLC)

THIS OFFTAKER ESTOPPEL CERTIFICATE is made as of November 22, 2017, by North State Grocery Inc. ("Offtaker"), for the benefit of Renewable Energy Alternatives, LLC, its successors, assigns and/or affiliates, having an office 718 W. Business Highway 60, PO Box 639, Dexter, MO 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 ("Orland Project Owner") and Blue Sky Utility 2017 III, LLC, a California limited liability company, having an office at 860 Napa Valley Corporate Way, Suite R, Napa CA 94559 ("Colusa Project Owner").

RECITALS

A. Blue Sky Utility, LLC ("Sponsor") and Offtaker have entered into that certain Solar Service Participation Agreement dated as of August 11, 2015 for Offtaker's leased property located at 35 E Walker St Orland, CA 95963 and Solar Service Participation Agreement dated as of August 11, 2015 for Offtaker's leased property at 1017 Bridge St, Colusa, CA 95932, and First Amendment to Solar Services Participation Agreement dated as of January 4, 2016 and the Second Amendment to Solar Services Participation Agreement dated as of June 20, 2016 and the as may be supplemented or amended from time to time (the "Service Agreement").

B. Sponsor is assigning its interest in the Service Agreement to Orland Project Owner and Colusa Project Owner for which each entity will be wholly owned by a subsidiary of Blue Sky Utility LLC and in which Investor will be admitted.

C. The execution and delivery of this Estoppel Certificate by Offtaker is a condition precedent to Investor's admission in the Orland solar project and Colusa solar 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, Offtaker hereby represents, warrants and covenants that, as of the date hereof:

1. Offtaker hereby acknowledges Sponsor's assignment of the Service Agreement to the Orland Project Owner and to Colusa Project Owner in accordance with Section 13 of the Service Agreement.

2. The Service Agreement is in full force and effect, and valid, binding and enforceable against Offtaker in accordance with its terms.

3. Notwithstanding anything to the contrary contained in the Service Agreement, Offtaker agrees that following the enforcement by Investor of the Service Agreement, Offtaker, upon the written request of Investor, shall attorn to and recognize Investor or its assignee, as applicable, as "Service Provider" under the Service Agreement, and shall affirm to Investor or Investor's assignees that Offtaker is and remains bound by the terms of the Service Agreement in accordance with the terms of the Service Agreement;

4. Offtaker 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 Service Agreement or hereunder, or unable to enforce one or more of the terms and conditions of the Service Agreement, or hereof, or limited or restricted in its efforts to enforce them.

5. All obligations and conditions to be performed by Offtaker under the Service Agreement, and to the best knowledge of Offtaker, all obligations and conditions to be performed by Sponsor under the Service Agreement, 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. Offtaker has no claims of any kind against Sponsor under or with respect to the Service Agreement, and Offtaker has no current defenses or offsets against enforcement by Sponsor of the obligations of Offtaker under the Service Agreement.

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

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

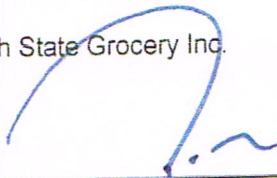
8. Offtaker has been advised and understands that (a) the delivery of this Estoppel Certificate to Investor is a condition to Investor indirectly investing in the Orland Project Owner and Colusa Project Owner, and that Investor would not invest if this Estoppel Certificate is not so delivered to it, (b) Investor is relying on each of the representations and warranties of Offtaker 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 Offtaker fails to perform its covenants and agreements contained herein, for which losses, costs, damages and expenses Offtaker 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.

Executed as of the date first above written.

Offtaker:

North State Grocery Inc.

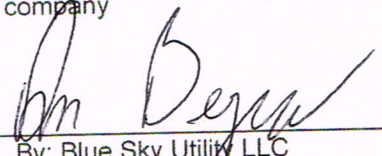


By Michel LeClerc,
Chief Financial Officer

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

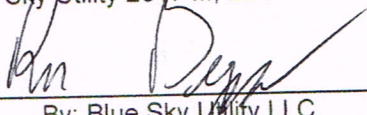
Orland Project Owner:

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

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

Colusa Project Owner:

a California limited liability company
Blue Sky Utility 2017 III, LLC

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