

SOLAR SERVICES PARTICIPATION AGREEMENT

This Solar Services Participation Agreement ("Agreement"), dated 9-22, 2015 between Sunshine studio ("Applicant") and Blue Sky Utility LLC ("Service Provider") establishes and governs the provision of solar energy services ("Services") by Service Provider to Applicant during the time period commencing on the later to occur of (i) the signature date of this Agreement or (ii) the date that the Service Provider's NEMV Arrangement (as defined below) has been approved and commences (as applicable, "Commencement Date"), and ending in accordance with the terms and conditions contained herein.

Applicant Service Address (please include building number, street, apartment number (if applicable), city, and state):

1955 W. Texas st #26
Fairfield CA 94533

Meter Location: _____

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the "NEMV Arrangement") for Winery Square Station, L.P. ("Landlord") for its multi-Lessee property commonly referred to as Winery Square and located in Fairfield, CA ("Property"), which NEMV Arrangement shall be administered under the terms of PG&E (Utility) and A1 X rate schedule, whose terms may be amended or revised from time to time (the "NEMV Schedule")¹;

WHEREAS, Service Provider intends to install, own and operate a solar photovoltaic electric generating facility (hereinafter the "Renewable Electrical Generation Facility") at the Property to generate solar energy;

WHEREAS, Applicant is a tenant of the Landlord's Property and seeks to engage Service Provider to provide the Services and deliver solar energy credits to Applicant in accordance with the NEMV Schedule; and

WHEREAS, the Service Provider wishes to perform the Services on behalf of the Applicant subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Applicant affirms that Applicant, pursuant to that certain lease agreement with the Landlord dated 8/1/2012 (as amended, "Applicant's Lease"), leases certain premises from Landlord located at the address above, herein referred to as "Applicant's Service Address." Applicant further affirms that such address identifies premises that are interconnected to and takes electric service from Utility using a separately or individually metered unit.

¹ The NEMV Schedule can be found here: <http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf>

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the signature date.

PROVIDER

Blue Sky Utility LLC

Signature



Name of Authorized Representative

Ran Bujanover

Title

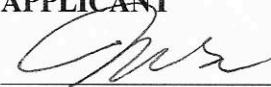
President

Phone

415-513-2707

Date _____

APPLICANT



Signature

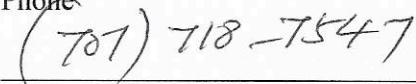


Name of Authorized Representative

Title



Phone



2. Applicant hereby authorizes Service Provider to act as its independent agent and designee to take all actions deemed reasonably necessary to provide the Services, which will include: (i) participating in the NEMV Arrangement on behalf of the Applicant under the terms of the NEMV Schedule, (ii) discounting a designated portion of Applicant's ongoing electric energy service usage (measured in kWh) with solar energy credits (hereinafter the Applicant's "Allocation"), (iii) establishing and/or reporting Applicant's Allocation to Utility, and (iv) managing and administering Applicant's electric service billing account(s) and payments to Utility for the benefit of Applicant; provided, however, Applicant may retain management and control of its electric service billing account(s) and payments to the Utility if it provides written notice to the Service Provider no later than five (5) days after written notice of the Commencement Date by the Service Provider; provided, further, if Applicant retains management and control of its electric service billing accounts and payments during the term as provided herein, it shall ensure that copies of all Utility invoices and electric service information are delivered to Service Provider no later than three (3) days of receipt of such invoices or electric service information from the Utility.

3. Applicant shall be entitled to receive all solar energy credits attributable to its Allocation, and agrees to be solely responsible for all costs, billing, invoices, and any other charges associated with the provision of electric service by Utility under the NEMV Schedule to the Applicant's Service Address.

4. Service Provider will provide notice of Applicant's Allocation during the first monthly billing period of Applicant's participation in the NEMV Arrangement. The Allocation will be equal to a fixed percentage share of the Renewable Electrical Generation Facility's solar energy production during each monthly billing period. Applicant's Allocation may be modified by Service Provider from time to time in accordance with Paragraph 7. Per the NEMV Schedule, each month Service Provider will manage and apply the Utility discount to Applicant's electric service use in an amount equal to the solar energy credit Allocation. Applicant acknowledges and agrees it will not have any rights or interests in, nor be entitled to claim or receive, the actual electric energy output of, or any other economic benefit attributable to, the Renewable Electrical Generation Facility or its production, other than any Utility credits attributable to Applicant's Allocation under the NEMV Schedule.

5. Applicant agrees to promptly comply with any request to provide Service Provider copies of any documents, records, or electric service metering information that are reasonably necessary to enable Service Provider to implement this Agreement or substantiate any claim, charge, or calculation made by the Applicant under this Agreement. Service Provider agrees to provide Applicant, upon request, commercially reasonable information about Applicant's participation in the NEMV Arrangement or the Renewable Electrical Generation Facility's production.

6. For each applicable monthly billing period during the Term (defined in Section 9 below), Applicant agrees to pay Service Provider for the Services, and Service Provider accepts as payment from Applicant therefor, an amount equal to 95% of the cost (calculable in U.S. dollars) that Applicant would have been required to pay to Utility for the electric service attributable to or associated with the solar energy credits that Applicant receives per its Allocation. For the sake of clarity, the Services fee payment will be calculated based on the amount of kWhs delivered by Utility to the Applicant's Service Address during the prior monthly billing period that equals the Applicant's Allocation, multiplied by the applicable Utility electric service rate under Applicant's Utility otherwise-applicable metered rate schedule ("OAS"), taking into account the applicable OAS terms and conditions (including time of day and seasonal adjustments) that include all components of the standard rate tariff including taxes, surcharges, or any other charges included in the OAS rate tariff that continue to be charged or would have otherwise been charged as part of Applicant taking electric service from Utility with respect to the Allocation; provided, however, the Service Provider will not invoice or charge the Applicant for any fees or charges directly associated with Applicant's participation in the NEMV Arrangement if those fees or charges would not have otherwise been incurred. In addition to the Services fee payment, for each

applicable monthly billing period during the Term the Applicant shall transfer and pay to Service Provider (acting as Applicant's agent pursuant to Section 2(iv)) all amounts identified by Utility as due to owing for Applicant's receipt and use of electric service not attributable to or associated with the Allocation.

7. Throughout the term, Service Provider shall prepare and render to Applicant within ten (10) business days after the end of each month an invoice for the Services as calculated pursuant to Paragraph 6 above. Each invoice will contain a copy of each Utility performance report on the amount of electricity generated by the Renewable Electrical Generation Facility during the prior month. Applicant's Payment shall be made by any method acceptable to Service Provider on or before the thirtieth (30th) day following receipt by Applicant of Service Provider's invoice. If the Applicant fails to pay and transfer the Services fee when due under this Agreement for any reason, the Service Provider shall have the right to revise, modify or otherwise change the Applicant's Allocation.

8. Service Provider will operate and maintain the applicable Renewable Electrical Generation Facility consistent with prudent industry practices and in a manner to generate electric energy for delivery to Utility in accordance with the terms and conditions of the Utility NEMV Schedule. Service Provider shall retain all right, title and interest to all environmental attributes or solar energy attributes generated by or associated with the Renewable Electrical Generation Facility.

9. This Agreement shall expire on the earlier to occur of (i) the date Applicant's Lease expires by its terms or is terminated, (ii) the Renewable Electrical Generation Facility ceases to produce solar energy and is removed from the Landlord's property, or (iii) other termination of this Agreement pursuant to the terms hereof (as applicable, "Termination Date"). The period commencing on the Commencement Date and ending on the Termination Date shall be referred to herein as the "Term." If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all Services fees or charges that are attributable to providing the Services prior to the date of termination.

10. Applicant agrees that Service Provider shall not be held responsible and will be indemnified by Applicant for any damages resulting from Service Provider's failure to perform any part of this Agreement as a result of Applicant's failure to pay the Services fee or its breach of this Agreement. Notwithstanding any provisions hereunder to the contrary, Service Provider reserves the right to discontinue the provisions Services to the Applicant for Services fee non-payment that is not cured within sixty (60) days following receipt by Applicant of Service Provider's invoice under Section 6 and 7. Applicant further acknowledges and agrees that Landlord is not a party to this Agreement shall not be liable for any costs, claims, damages, liabilities or issues arising from the terms and conditions of this Agreement.

11. The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

12. Service Provider represents that Applicant's participation in the NEMV Arrangement will not cause interruption to Applicant's electric service from Utility. Service Provider further represents and acknowledges that the Applicant's Allocation will be attributable to a portion of electric energy generated from the single Renewable Electrical Generation Facility located or that will be located at a multi-tenant property that shares the same service delivery point with the Applicant's electric service meter consistent with the Utility NEMV Schedule requirements and California Public Utilities Commission (CPUC) Decisions 11-07-031 and 08-10-036 (as the same may be modified or amended from time to time).

13. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. This Agreement is made and

entered into for the protection and legal benefit of the Applicant and the Service Provider and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement. This Agreement may be assigned by Applicant to an assignee or sublessee of the premises located at Applicant's Service Address, provided Applicant has provided prior written notice to the Service Provider and received written consent to such assignment; provided, however, if Service Provider has not provided a written response within thirty (30) days of receipt of such prior written notice by Applicant, such failure to respond shall be considered consent by Service Provider for purposes of this Section 13. 14. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations noticed in writing. If the matter is not resolved within thirty (30) days of the notice date of such negotiations, either party may initiate binding arbitration proceedings. The arbitration shall be adjudicated by one retired judge or justice from a JAMS Inc. ("JAMS") panel, shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator.

15. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction. This Agreement may not be assigned, in whole or in part, to another party.

16. Correspondence regarding this Agreement and administration of the Services should be sent electronically or mailed to the Service Provider at the following contact points:

Blue Sky Utility
P.O. Box 5571
Napa, CA 94581
(408) 693-4046
mike@blueskyutility.com

17. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said commission may, from time to time, direct in the exercise of its jurisdiction.

18. This Agreement may be executed by the Parties in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

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SOLAR SERVICES PARTICIPATION AGREEMENT

This Solar Services Participation Agreement ("Agreement"), dated 11 / 19, 2015 between Think Tank Learning ("Applicant") and Blue Sky Utility LLC ("Service Provider") establishes and governs the provision of solar energy services ("Services") by Service Provider to Applicant during the time period commencing on the later to occur of (i) the signature date of this Agreement or (ii) the date that the Service Provider's NEMV Arrangement (as defined below) has been approved and commences (as applicable, "Commencement Date"), and ending in accordance with the terms and conditions contained herein.

Applicant Service Address (please include building number, street, apartment number (if applicable), city, and state):

4247 Rosewood Dr Ste 14

Meter Location:

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the "NEMV Arrangement") for Brixmor Rose Pavilion, L.P. ("Landlord") for its multi-Lessee property commonly referred to as Rose Pavilion and located in Pleasanton, CA ("Property"), which NEMV Arrangement shall be administered under the terms of PG&E (Utility) and _____ rate schedule, whose terms may be amended or revised from time to time (the "NEMV Schedule")¹;

WHEREAS, Service Provider intends to install, own and operate a solar photovoltaic electric generating facility (hereinafter the "Renewable Electrical Generation Facility") at the Property to generate solar energy;

WHEREAS, Applicant is a tenant of the Landlord's Property and seeks to engage Service Provider to provide the Services and deliver solar energy credits to Applicant in accordance with the NEMV Schedule; and

WHEREAS, the Service Provider wishes to perform the Services on behalf of the Applicant subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Applicant affirms that Applicant, pursuant to that certain lease agreement with the Landlord dated 2/14/2015 (as amended, "Applicant's Lease"), leases certain premises from Landlord located at the address above, herein referred to as "Applicant's Service Address." Applicant further affirms that such address identifies premises that are interconnected to and takes electric service from Utility using a separately or individually metered unit.

¹ The NEMV Schedule can be found here: <http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf>

2. Applicant hereby authorizes Service Provider to act as its independent agent and designate to take all actions deemed reasonably necessary to provide the Services, which will include: (i) participating in the NEMV Arrangement on behalf of the Applicant under the terms of the NEMV Schedule; (ii) designating a portion of Applicant's on-going electric energy service usage (measured in kWh) with solar energy credits (hereinafter the "Applicant's Allocation"); (iii) establishing and/or reporting management accounts to Utility, and (iv) managing and administering Applicant's electric service billing.

3. Applicant shall be entitled to receive all solar energy credits attributable to its Allocation, and agrees to be solely responsible for all costs, billing, invoices, and any other charges associated with the Allocation of electric service by Utility under the NEMV Schedule to the Applicant's Service Address.

4. Service Provider will provide notice of Allocation during the first monthly billing period of its participation in the NEMV Arrangement. The Allocation will be equal to a fixed percentage share of the Renewable Electric Generation Facility's solar energy production during each monthly billing period. Applicant's Allocation may be modified by Service Provider from time to time in accordance with Paragraph 7. Per the NEMV Schedule, each month Service Provider will manage and coordinate with Utility disconnection to Applicant's Allocation to the extent necessary to enable documents, records, or electric service metering information that are reasonably necessary to enable Service Provider to promptly comply with any request to provide Service.

5. Applicant agrees to promptly comply with any request to provide Service Provider copies of any documents, records, or electric service metering information that are reasonably necessary to enable Service Provider to implement this Agreement or its participation in the NEMV Arrangement made by Service Provider to pay to Utility for the electric service attributable to or associated with the solar energy credits that this Agreement allocates to its Allocation. For the sake of clarity, the Services fee payment will be calculated based on the amount of kWhs delivered by Utility to the Applicant's Service Address during the prior monthly billing period that equals the Applicant's Allocation, multiplied by the applicable utility service rate under Applicant's Utility otherwise-applicable metered rate schedule ("OAS"), taking into account the applicable OAS terms and conditions (including taxes and seasonal adjustments) that include all components of the standard rate tariff including taxes otherwise been charged as part of OAS rate tariff that continue to be charged or would have otherwise been charged as part of Applicant's participation in the NEMV Arrangement if those fees or charges directly associated with Applicant's participation in the NEMV Arrangement for any fee allocation, provided, however, the Service Provider will not invoke or charge the Applicant for any fee otherwise been charged to the OAS rate tariff that continues to be charged or would have otherwise been charged as part of Applicant's participation in the NEMV Arrangement if those fees or charges directly associated with the Services, which will include: (i) participating in the NEMV Schedule; (ii) designating a portion of Applicant's on-going electric energy service usage (measured in kWh) with solar energy credits (hereinafter the "Applicant's Allocation"); (iii) establishing and/or reporting management accounts to Utility, and (iv) managing and administering Applicant's electric service billing.

6. For each applicable monthly billing period during the Term (defined in Section 9 below),

applicable monthly billing period during the Term the Applicant shall transfer and pay to Service Provider (acting as Applicant's agent pursuant to Section 2(iv)) all amounts identified by Utility as due to owing for Applicant's receipt and use of electric service not attributable to or associated with the Allocation.

7. Throughout the term, Service Provider shall prepare and render to Applicant within ten (10) business days after the end of each month an invoice for the Services as calculated pursuant to Paragraph 6 above. Each invoice will contain a copy of each Utility performance report on the amount of electricity generated by the Renewable Electrical Generation Facility during the prior month. Applicant's Payment shall be made by any method acceptable to Service Provider on or before the thirtieth (30th) day following receipt by Applicant of Service Provider's invoice. If the Applicant fails to pay and transfer the Services fee when due under this Agreement for any reason, the Service Provider shall have the right to revise, modify or otherwise change the Applicant's Allocation.

8. Service Provider will operate and maintain the applicable Renewable Electrical Generation Facility consistent with prudent industry practices and in a manner to generate electric energy for delivery to Utility in accordance with the terms and conditions of the Utility NEMV Schedule. Service Provider shall retain all right, title and interest to all environmental attributes, tax credits, rebates, incentives or solar energy attributes generated by or associated with the Renewable Electrical Generation Facility.

9. This Agreement shall expire on the earlier to occur of (i) the date Applicant's Lease expires by its terms or is terminated, (ii) the Renewable Electrical Generation Facility ceases to produce solar energy and is removed from the Landlord's property, or (iii) other termination of this Agreement pursuant to the terms hereof (as applicable, "Termination Date"). The period commencing on the Commencement Date and ending on the Termination Date shall be referred to herein as the "Term." If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all Services fees or charges that are attributable to providing the Services prior to the date of termination.

10. Applicant agrees that Service Provider shall not be held responsible and will be indemnified by Applicant for any damages resulting from Service Provider's failure to perform any part of this Agreement as a result of Applicant's failure to pay the Services fee or its breach of this Agreement. Notwithstanding any provisions hereunder to the contrary, Service Provider reserves the right to discontinue the provisions Services to the Applicant for Services fee non-payment that is not cured within sixty (60) days following receipt by Applicant of Service Provider's invoice under Section 6 and 7. Applicant further acknowledges and agrees that Landlord is not a party to this Agreement shall not be liable for any costs, claims, damages, liabilities or issues arising from the terms and conditions of this Agreement.

11. The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

12. Service Provider represents that Applicant's participation in the NEMV Arrangement will not cause interruption to Applicant's electric service from Utility. Service Provider further represents and acknowledges that the Applicant's Allocation will be attributable to a portion of electric energy generated from the single Renewable Electrical Generation Facility located or that will be located at a multi-tenant property that shares the same service delivery point with the Applicant's electric service meter consistent with the Utility NEMV Schedule requirements and California Public Utilities Commission (CPUC) Decisions 11-07-031 and 08-10-036 (as the same may be modified or amended from time to time).

13. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. This Agreement is made and

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18. This Agreement may be executed by the Parties in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

17. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said commission may, from time to time, direct in the exercise of its jurisdiction.

Mike@blueskyutility.com

(408) 693-4046

Napa, CA 94581

P.O. Box 5571

Blue Sky Utility

16. Correspondence regarding this Agreement and administration of the Services should be sent electronically or mailed to the Service Provider at the following contact points:

15. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction.

Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations noticed in writing. If the matter is not resolved within thirty (30) days of the notice date of such negotiations, either party may initiate binding arbitration proceedings. The parties will be entitled to receive a copy of the arbitration agreement and the arbitration rules of the American Arbitration Association ("AAA") and the California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator.

14. The parties shall be considered consent by Service Provider for purposes of this Section 13.14. The response within thirty (30) days of receipt of such prior written notice by Applicant, such failure to written consent to such assignment; provided, however, if Service Provider has not provided a written address, provided Applicant has provided prior written notice to the Service Provider and received may be assigned by Applicant to an assignee or sublessee of the premises located at Applicant's Service have any direct or indirect cause of action or claim in connection with, this Agreement. This Agreement permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or entered into for the protection and legal benefit of the Applicant and the Service Provider and their

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the signature date.

PROVIDER

Blue Sky Utility LLC

Signature



Name of Authorized Representative

Ran Bujanover

Title

President

Phone

4155132707

Date 11 / 19 / 2015

APPLICANT

Think Tank Learning

Signature



Name of Authorized Representative

Winnie Chang

Title

Center Manager

Phone

(925) 398 - 0757



**Pacific Gas and
Electric Company**

**AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION
OR ACT UPON A CUSTOMER'S BEHALF**

**THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY.
(Please Print or Type)**

X I, Winnie Chang Center Manager
NAME TITLE (IF APPLICABLE)

X of Think Tank Learning (Customer) have the following mailing address
NAME OF CUSTOMER OF RECORD

X 4247 Rosewood Dr. Ste 14 Pleasanton CA 94588, and do hereby appoint
MAILING ADDRESS CITY STATE ZIP

of _____
NAME OF THIRD PARTY MAILING ADDRESS

CITY STATE ZIP

To act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

- X 1. 4247 Rosewood Dr. Ste 14 Pleasanton SERVICE ACCOUNT NUMBER
SERVICE ADDRESS CITY
2. _____ SERVICE ACCOUNT NUMBER
SERVICE ADDRESS CITY
3. _____ SERVICE ACCOUNT NUMBER
SERVICE ADDRESS CITY

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED –This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

- X 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility.
2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
- a. Verification of rates, date of rate change, and related information;
- b. Contracts and Service Agreements;
- c. Previous or proposed issuance of adjustments/credits; or
- d. Other previously issued or unresolved/disputed billing adjustments.
3. Request investigation of my utility bill(s).
4. Request special metering, and the right to access interval usage and other metering data on my account(s).
5. Request rate analysis.
6. Request rate changes.
7. Request and receive verification of balances on my account(s) and discontinuance notices.

1 The Utility will provide standard customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF
I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON
THE FOLLOWING BASIS: (initial one box only):
2 If no time period is specified, authorization will be limited to a one-time authorization
One time authorization only (initial to a one-time request for information and/or the acts and functions specified above at the time of
receipt of this Authorization).
One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed
each time requested within the twelve month period from the date of execution of this Authorization.
Authorization is given for the period commencing with the date of execution until (limited in duration to
three years from the date of execution). Requests for information and/or for the acts and functions specified above will be accepted
and processed each time requested within the authorization period specified herein.

RELEASE OF ACCOUNT INFORMATION:
The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred
format is (check all that apply):
 Electronic format via electronic mail (if applicable) to this e-mail address: MIKE@PLUGINPROGRAM.COM
 Facsimile of this telephone number:
 Hard copy via US Mail (if applicable).

(Agency), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses
resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this
authorization, including rate changes.

AUTHORIZED CUSTOMER SIGNATURE
X Mike Cianci DATE 5/25/07 TELEPHONE NUMBER (925) 398-0757 CITY AND STATE WHERE EXECUTED
at Alameda day of May month 2007 year
EXECUTED THIS May day of 2007 MONTH YEAR

AGENT SIGNATURE
COMPANY CFO of a company or City Manager of a municipality
X Mike Cianci DATE 5/25/07 TELEPHONE NUMBER (925) 398-0757 CITY AND STATE WHERE EXECUTED
at Alameda day of May month 2007 year
EXECUTED THIS May day of 2007 MONTH YEAR

SOLAR SERVICES PARTICIPATION AGREEMENT

This Solar Services Participation Agreement ("Agreement"), dated 10/14, 2015 between UEI Inc. ("Applicant") and Blue Sky Utility LLC ("Service Provider") establishes and governs the provision of solar energy services ("Services") by Service Provider to Applicant during the time period commencing on the later to occur of (i) the signature date of this Agreement or (ii) the date that the Service Provider's NEMV Arrangement (as defined below) has been approved and commences (as applicable, "Commencement Date"), and ending in accordance with the terms and conditions contained herein.

Applicant Service Address (please include building number, street, apartment number (if applicable), city, and state):

Meter Location: 1955 WEST TEXAS ST, #31, FAIRFIELD - CA - 94533

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the "NEMV Arrangement") for Winery Square Station, L.P. ("Landlord") for its multi-Lessee property commonly referred to as Winery Square and located in Fairfield, CA ("Property"), which NEMV Arrangement shall be administered under the terms of PG&E (Utility) and _____ rate schedule, whose terms may be amended or revised from time to time (the "NEMV Schedule")¹;

WHEREAS, Service Provider intends to install, own and operate a solar photovoltaic electric generating facility (hereinafter the "Renewable Electrical Generation Facility") at the Property to generate solar energy;

WHEREAS, Applicant is a tenant of the Landlord's Property and seeks to engage Service Provider to provide the Services and deliver solar energy credits to Applicant in accordance with the NEMV Schedule; and

WHEREAS, the Service Provider wishes to perform the Services on behalf of the Applicant subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Applicant affirms that Applicant, pursuant to that certain lease agreement with the Landlord dated 11/1/2014 (as amended, "Applicant's Lease"), leases certain premises from Landlord located at the address above, herein referred to as "Applicant's Service Address." Applicant further affirms that such address identifies premises that are interconnected to and takes electric service from Utility using a separately or individually metered unit.

¹ The NEMV Schedule can be found here: <http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf>

2. Applicant hereby authorizes Service Provider to act as its independent agent and designee to take all actions deemed reasonably necessary to provide the Services, which will include: (i) participating in the NEMV Arrangement on behalf of the Applicant under the terms of the NEMV Schedule, (ii) discounting a designated portion of Applicant's ongoing electric energy service usage (measured in kWh) with solar energy credits (hereinafter the Applicant's "Allocation"), (iii) establishing and/or reporting Applicant's Allocation to Utility, and (iv) managing and administering Applicant's electric service billing account(s) and payments to Utility for the benefit of Applicant; provided, however, Applicant may retain management and control of its electric service billing account(s) and payments to the Utility if it provides written notice to the Service Provider no later than five (5) days after written notice of the Commencement Date by the Service Provider; provided, further, if Applicant retains management and control of its electric service billing accounts and payments during the term as provided herein, it shall ensure that copies of all Utility invoices and electric service information are delivered to Service Provider no later than three (3) days of receipt of such invoices or electric service information from the Utility.

3. Applicant shall be entitled to receive all solar energy credits attributable to its Allocation, and agrees to be solely responsible for all costs, billing, invoices, and any other charges associated with the provision of electric service by Utility under the NEMV Schedule to the Applicant's Service Address.

4. Service Provider will provide notice of Applicant's Allocation during the first monthly billing period of Applicant's participation in the NEMV Arrangement. The Allocation will be equal to a fixed percentage share of the Renewable Electrical Generation Facility's solar energy production during each monthly billing period. Applicant's Allocation may be modified by Service Provider from time to time in accordance with Paragraph 7. Per the NEMV Schedule, each month Service Provider will manage and apply the Utility discount to Applicant's electric service use in an amount equal to the solar energy credit Allocation. Applicant acknowledges and agrees it will not have any rights or interests in, nor be entitled to claim or receive, the actual electric energy output of, or any other economic benefit attributable to, the Renewable Electrical Generation Facility or its production, other than any Utility credits attributable to Applicant's Allocation under the NEMV Schedule.

5. Applicant agrees to promptly comply with any request to provide Service Provider copies of any documents, records, or electric service metering information that are reasonably necessary to enable Service Provider to implement this Agreement or substantiate any claim, charge, or calculation made by the Applicant under this Agreement. Service Provider agrees to provide Applicant, upon request, commercially reasonable information about Applicant's participation in the NEMV Arrangement or the Renewable Electrical Generation Facility's production.

6. For each applicable monthly billing period during the Term (defined in Section 9 below), Applicant agrees to pay Service Provider for the Services, and Service Provider accepts as payment from Applicant therefor, an amount equal to 95% of the cost (calculable in U.S. dollars) that Applicant would have been required to pay to Utility for the electric service attributable to or associated with the solar energy credits that Applicant receives per its Allocation. For the sake of clarity, the Services fee payment will be calculated based on the amount of kWhs delivered by Utility to the Applicant's Service Address during the prior monthly billing period that equals the Applicant's Allocation, multiplied by the applicable Utility electric service rate under Applicant's Utility otherwise-applicable metered rate schedule ("OAS"), taking into account the applicable OAS terms and conditions (including time of day and seasonal adjustments) that include all components of the standard rate tariff including taxes, surcharges, or any other charges included in the OAS rate tariff that continue to be charged or would have otherwise been charged as part of Applicant taking electric service from Utility with respect to the Allocation; provided, however, the Service Provider will not invoice or charge the Applicant for any fees or charges directly associated with Applicant's participation in the NEMV Arrangement if those fees or charges would not have otherwise been incurred. In addition to the Services fee payment, for each

applicable monthly billing period during the Term the Applicant shall transfer and pay to Service Provider (acting as Applicant's agent pursuant to Section 2(iv)) all amounts identified by Utility as due to owing for Applicant's receipt and use of electric service not attributable to or associated with the Allocation.

7. Throughout the term, Service Provider shall prepare and render to Applicant within ten (10) business days after the end of each month an invoice for the Services as calculated pursuant to Paragraph 6 above. Each invoice will contain a copy of each Utility performance report on the amount of electricity generated by the Renewable Electrical Generation Facility during the prior month. Applicant's Payment shall be made by any method acceptable to Service Provider on or before the thirtieth (30th) day following receipt by Applicant of Service Provider's invoice. If the Applicant fails to pay and transfer the Services fee when due under this Agreement for any reason, the Service Provider shall have the right to revise, modify or otherwise change the Applicant's Allocation.

8. Service Provider will operate and maintain the applicable Renewable Electrical Generation Facility consistent with prudent industry practices and in a manner to generate electric energy for delivery to Utility in accordance with the terms and conditions of the Utility NEMV Schedule. Service Provider shall retain all right, title and interest to all environmental attributes or solar energy attributes generated by or associated with the Renewable Electrical Generation Facility.

9. This Agreement shall expire on the earlier to occur of (i) the date Applicant's Lease expires by its terms or is terminated, (ii) the Renewable Electrical Generation Facility ceases to produce solar energy and is removed from the Landlord's property, or (iii) other termination of this Agreement pursuant to the terms hereof (as applicable, "Termination Date"). The period commencing on the Commencement Date and ending on the Termination Date shall be referred to herein as the "Term." If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all Services fees or charges that are attributable to providing the Services prior to the date of termination.

10. Applicant agrees that Service Provider shall not be held responsible and will be indemnified by Applicant for any damages resulting from Service Provider's failure to perform any part of this Agreement as a result of Applicant's failure to pay the Services fee or its breach of this Agreement. Notwithstanding any provisions hereunder to the contrary, Service Provider reserves the right to discontinue the provisions Services to the Applicant for Services fee non-payment that is not cured within sixty (60) days following receipt by Applicant of Service Provider's invoice under Section 6 and 7. Applicant further acknowledges and agrees that Landlord is not a party to this Agreement shall not be liable for any costs, claims, damages, liabilities or issues arising from the terms and conditions of this Agreement.

11. The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

12. Service Provider represents that Applicant's participation in the NEMV Arrangement will not cause interruption to Applicant's electric service from Utility. Service Provider further represents and acknowledges that the Applicant's Allocation will be attributable to a portion of electric energy generated from the single Renewable Electrical Generation Facility located or that will be located at a multi-tenant property that shares the same service delivery point with the Applicant's electric service meter consistent with the Utility NEMV Schedule requirements and California Public Utilities Commission (CPUC) Decisions 11-07-031 and 08-10-036 (as the same may be modified or amended from time to time).

13. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. This Agreement is made and

entered into for the protection and legal benefit of the Applicant and the Service Provider and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement. This Agreement may be assigned by Applicant to an assignee or sublessee of the premises located at Applicant's Service Address, provided Applicant has provided prior written notice to the Service Provider and received written consent to such assignment; provided, however, if Service Provider has not provided a written response within thirty (30) days of receipt of such prior written notice by Applicant, such failure to respond shall be considered consent by Service Provider for purposes of this Section 13. 14. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations noticed in writing. If the matter is not resolved within thirty (30) days of the notice date of such negotiations, either party may initiate binding arbitration proceedings. The arbitration shall be adjudicated by one retired judge or justice from a JAMS Inc. ("JAMS") panel, shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator.

15. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction. This Agreement may not be assigned, in whole or in part, to another party.

16. Correspondence regarding this Agreement and administration of the Services should be sent electronically or mailed to the Service Provider at the following contact points:

Blue Sky Utility

P.O. Box 5571

Napa, CA 94581

(408) 693-4046

mike@blueskyutility.com

17. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said commission may, from time to time, direct in the exercise of its jurisdiction.

18. This Agreement may be executed by the Parties in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the signature date.

PROVIDER

Blue Sky Utility LLC

Signature



Name of Authorized Representative

Ran Bujanover

Title

President

Phone

4155132707

APPLICANT

UEI Inc.

Signature



Name of Authorized Representative

Sami Al Ajani

Title

CEO

Phone

916 821 3775

Date 10/14/2015

SOLAR SERVICES PARTICIPATION AGREEMENT

This Solar Services Participation Agreement ("Agreement"), dated 10/26, 2015 between AMER Enterprises LLC ("Applicant") and Blue Sky Utility LLC ("Service Provider") establishes and governs the provision of solar energy services ("Services") by Service Provider to Applicant during the time period commencing on the later to occur of (i) the signature date of this Agreement or (ii) the date that the Service Provider's NEMV Arrangement (as defined below) has been approved and commences (as applicable, "Commencement Date"), and ending in accordance with the terms and conditions contained herein.

Applicant Service Address (please include building number, street, apartment number (if applicable), city, and state):

1955 W. Texas St. Ste. 15 1/2
Fairfield, CA 94533

Meter Location: 1 5000049681

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the "NEMV Arrangement") for Winery Square Station, L.P. ("Landlord") for its multi-Lessee property commonly referred to as Winery Square and located in Fairfield, CA ("Property"), which NEMV Arrangement shall be administered under the terms of PG&E (Utility) and _____ rate schedule, whose terms may be amended or revised from time to time (the "NEMV Schedule")¹;

WHEREAS, Service Provider intends to install, own and operate a solar photovoltaic electric generating facility (hereinafter the "Renewable Electrical Generation Facility") at the Property to generate solar energy;

WHEREAS, Applicant is a tenant of the Landlord's Property and seeks to engage Service Provider to provide the Services and deliver solar energy credits to Applicant in accordance with the NEMV Schedule; and

WHEREAS, the Service Provider wishes to perform the Services on behalf of the Applicant subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Applicant affirms that Applicant, pursuant to that certain lease agreement with the Landlord dated 12/5/2014 (as amended, "Applicant's Lease"), leases certain premises from Landlord located at the address above, herein referred to as "Applicant's Service Address." Applicant further affirms that such address identifies premises that are interconnected to and takes electric service from Utility using a separately or individually metered unit.

¹ The NEMV Schedule can be found here: <http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDULE_NEMV.pdf>

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the signature date.

PROVIDER

Blue Sky Utility LLC

Signature



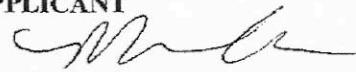
Name of Authorized Representative

Ran Bujanover

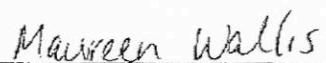
Title

President

Phone

4155132707**APPLICANT**

Signature



Name of Authorized Representative

Owner

Title

767-681-6499

Phone

Date 10/26/15

2. Applicant hereby authorizes Service Provider to act as its independent agent and designee to take all actions deemed reasonably necessary to provide the Services, which will include: (i) participating in the NEMV Arrangement on behalf of the Applicant under the terms of the NEMV Schedule, (ii) discounting a designated portion of Applicant's ongoing electric energy service usage (measured in kWh) with solar energy credits (hereinafter the Applicant's "Allocation"), (iii) establishing and/or reporting Applicant's Allocation to Utility, and (iv) managing and administering Applicant's electric service billing account(s) and payments to Utility for the benefit of Applicant; provided, however, Applicant may retain management and control of its electric service billing account(s) and payments to the Utility if it provides written notice to the Service Provider no later than five (5) days after written notice of the Commencement Date by the Service Provider; provided, further, if Applicant retains management and control of its electric service billing accounts and payments during the term as provided herein, it shall ensure that copies of all Utility invoices and electric service information are delivered to Service Provider no later than three (3) days of receipt of such invoices or electric service information from the Utility.

3. Applicant shall be entitled to receive all solar energy credits attributable to its Allocation, and agrees to be solely responsible for all costs, billing, invoices, and any other charges associated with the provision of electric service by Utility under the NEMV Schedule to the Applicant's Service Address.

4. Service Provider will provide notice of Applicant's Allocation during the first monthly billing period of Applicant's participation in the NEMV Arrangement. The Allocation will be equal to a fixed percentage share of the Renewable Electrical Generation Facility's solar energy production during each monthly billing period. Applicant's Allocation may be modified by Service Provider from time to time in accordance with Paragraph 7. Per the NEMV Schedule, each month Service Provider will manage and apply the Utility discount to Applicant's electric service use in an amount equal to the solar energy credit Allocation. Applicant acknowledges and agrees it will not have any rights or interests in, nor be entitled to claim or receive, the actual electric energy output of, or any other economic benefit attributable to, the Renewable Electrical Generation Facility or its production, other than any Utility credits attributable to Applicant's Allocation under the NEMV Schedule.

5. Applicant agrees to promptly comply with any request to provide Service Provider copies of any documents, records, or electric service metering information that are reasonably necessary to enable Service Provider to implement this Agreement or substantiate any claim, charge, or calculation made by the Applicant under this Agreement. Service Provider agrees to provide Applicant, upon request, commercially reasonable information about Applicant's participation in the NEMV Arrangement or the Renewable Electrical Generation Facility's production.

6. For each applicable monthly billing period during the Term (defined in Section 9 below), Applicant agrees to pay Service Provider for the Services, and Service Provider accepts as payment from Applicant therefor, an amount equal to 95% of the cost (calculable in U.S. dollars) that Applicant would have been required to pay to Utility for the electric service attributable to or associated with the solar energy credits that Applicant receives per its Allocation. For the sake of clarity, the Services fee payment will be calculated based on the amount of kWhs delivered by Utility to the Applicant's Service Address during the prior monthly billing period that equals the Applicant's Allocation, multiplied by the applicable Utility electric service rate under Applicant's Utility otherwise-applicable metered rate schedule ("OAS"), taking into account the applicable OAS terms and conditions (including time of day and seasonal adjustments) that include all components of the standard rate tariff including taxes, surcharges, or any other charges included in the OAS rate tariff that continue to be charged or would have otherwise been charged as part of Applicant taking electric service from Utility with respect to the Allocation; provided, however, the Service Provider will not invoice or charge the Applicant for any fees or charges directly associated with Applicant's participation in the NEMV Arrangement if those fees or charges would not have otherwise been incurred. In addition to the Services fee payment, for each

applicable monthly billing period during the Term the Applicant shall transfer and pay to Service Provider (acting as Applicant's agent pursuant to Section 2(iv)) all amounts identified by Utility as due to owing for Applicant's receipt and use of electric service not attributable to or associated with the Allocation.

7. Throughout the term, Service Provider shall prepare and render to Applicant within ten (10) business days after the end of each month an invoice for the Services as calculated pursuant to Paragraph 6 above. Each invoice will contain a copy of each Utility performance report on the amount of electricity generated by the Renewable Electrical Generation Facility during the prior month. Applicant's Payment shall be made by any method acceptable to Service Provider on or before the thirtieth (30th) day following receipt by Applicant of Service Provider's invoice. If the Applicant fails to pay and transfer the Services fee when due under this Agreement for any reason, the Service Provider shall have the right to revise, modify or otherwise change the Applicant's Allocation.

8. Service Provider will operate and maintain the applicable Renewable Electrical Generation Facility consistent with prudent industry practices and in a manner to generate electric energy for delivery to Utility in accordance with the terms and conditions of the Utility NEMV Schedule. Service Provider shall retain all right, title and interest to all environmental attributes or solar energy attributes generated by or associated with the Renewable Electrical Generation Facility.

9. This Agreement shall expire on the earlier to occur of (i) the date Applicant's Lease expires by its terms or is terminated, (ii) the Renewable Electrical Generation Facility ceases to produce solar energy and is removed from the Landlord's property, or (iii) other termination of this Agreement pursuant to the terms hereof (as applicable, "Termination Date"). The period commencing on the Commencement Date and ending on the Termination Date shall be referred to herein as the "Term." If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all Services fees or charges that are attributable to providing the Services prior to the date of termination.

10. Applicant agrees that Service Provider shall not be held responsible and will be indemnified by Applicant for any damages resulting from Service Provider's failure to perform any part of this Agreement as a result of Applicant's failure to pay the Services fee or its breach of this Agreement. Notwithstanding any provisions hereunder to the contrary, Service Provider reserves the right to discontinue the provisions Services to the Applicant for Services fee non-payment that is not cured within sixty (60) days following receipt by Applicant of Service Provider's invoice under Section 6 and 7. Applicant further acknowledges and agrees that Landlord is not a party to this Agreement shall not be liable for any costs, claims, damages, liabilities or issues arising from the terms and conditions of this Agreement.

11. The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

12. Service Provider represents that Applicant's participation in the NEMV Arrangement will not cause interruption to Applicant's electric service from Utility. Service Provider further represents and acknowledges that the Applicant's Allocation will be attributable to a portion of electric energy generated from the single Renewable Electrical Generation Facility located or that will be located at a multi-tenant property that shares the same service delivery point with the Applicant's electric service meter consistent with the Utility NEMV Schedule requirements and California Public Utilities Commission (CPUC) Decisions 11-07-031 and 08-10-036 (as the same may be modified or amended from time to time).

13. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. This Agreement is made and

entered into for the protection and legal benefit of the Applicant and the Service Provider and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement. This Agreement may be assigned by Applicant to an assignee or sublessee of the premises located at Applicant's Service Address, provided Applicant has provided prior written notice to the Service Provider and received written consent to such assignment; provided, however, if Service Provider has not provided a written response within thirty (30) days of receipt of such prior written notice by Applicant, such failure to respond shall be considered consent by Service Provider for purposes of this Section 13. 14. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations noticed in writing. If the matter is not resolved within thirty (30) days of the notice date of such negotiations, either party may initiate binding arbitration proceedings. The arbitration shall be adjudicated by one retired judge or justice from a JAMS Inc. ("JAMS") panel, shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator.

15. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction. This Agreement may not be assigned, in whole or in part, to another party.

16. Correspondence regarding this Agreement and administration of the Services should be sent electronically or mailed to the Service Provider at the following contact points:

Blue Sky Utility

P.O. Box 5571

Napa, CA 94581

(408) 693-4046

mike@blueskyutility.com

17. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said commission may, from time to time, direct in the exercise of its jurisdiction.

18. This Agreement may be executed by the Parties in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

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SOLAR SERVICES PARTICIPATION AGREEMENT

This Solar Services Participation Agreement ("Agreement"), dated 9-24, 2015 between CENARIOS PIZZA INC ("Applicant") and Blue Sky Utility LLC ("Service Provider") establishes and governs the provision of solar energy services ("Services") by Service Provider to Applicant during the time period commencing on the later to occur of (i) the signature date of this Agreement or (ii) the date that the Service Provider's NEMV Arrangement (as defined below) has been approved and commences (as applicable, "Commencement Date"), and ending in accordance with the terms and conditions contained herein.

Applicant Service Address (please include building number, street, apartment number (if applicable), city, and state):

1955 W. TEXAS #9 FAIRFIELD, CA 94533

Meter Location:

BEHIND CENTER

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the "NEMV Arrangement") for Winery Square Station, L.P. ("Landlord") for its multi-Lessee property commonly referred to as Winery Square and located in Fairfield, CA ("Property"), which NEMV Arrangement shall be administered under the terms of PG&E (Utility) and A10SY rate schedule, whose terms may be amended or revised from time to time (the "NEMV Schedule");¹

WHEREAS, Service Provider intends to install, own and operate a solar photovoltaic electric generating facility (hereinafter the "Renewable Electrical Generation Facility") at the Property to generate solar energy;

WHEREAS, Applicant is a tenant of the Landlord's Property and seeks to engage Service Provider to provide the Services and deliver solar energy credits to Applicant in accordance with the NEMV Schedule; and

WHEREAS, the Service Provider wishes to perform the Services on behalf of the Applicant subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- I. The Applicant affirms that Applicant, pursuant to that certain lease agreement with the Landlord dated 12-14 (as amended, "Applicant's Lease"), leases certain premises from Landlord located at the address above, herein referred to as "Applicant's Service Address." Applicant further affirms that such address identifies premises that are interconnected to and takes electric service from Utility using a separately or individually metered unit.

¹ The NEMV Schedule can be found here: <http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDULE_NEMV.pdf>

2. Applicant hereby authorizes Service Provider to act as its independent agent and designee to take all actions deemed reasonably necessary to provide the Services, which will include: (i) participating in the NEMV Arrangement on behalf of the Applicant under the terms of the NEMV Schedule, (ii) discounting a designated portion of Applicant's ongoing electric energy service usage (measured in kWh) with solar energy credits (hereinafter the Applicant's "Allocation"), (iii) establishing and/or reporting Applicant's Allocation to Utility, and (iv) managing and administering Applicant's electric service billing account(s) and payments to Utility for the benefit of Applicant; provided, however, Applicant may retain management and control of its electric service billing account(s) and payments to the Utility if it provides written notice to the Service Provider no later than five (5) days after written notice of the Commencement Date by the Service Provider; provided, further, if Applicant retains management and control of its electric service billing accounts and payments during the term as provided herein, it shall ensure that copies of all Utility invoices and electric service information are delivered to Service Provider no later than three (3) days of receipt of such invoices or electric service information from the Utility.

3. Applicant shall be entitled to receive all solar energy credits attributable to its Allocation, and agrees to be solely responsible for all costs, billing, invoices, and any other charges associated with the provision of electric service by Utility under the NEMV Schedule to the Applicant's Service Address.

4. Service Provider will provide notice of Applicant's Allocation during the first monthly billing period of Applicant's participation in the NEMV Arrangement. The Allocation will be equal to a fixed percentage share of the Renewable Electrical Generation Facility's solar energy production during each monthly billing period. Applicant's Allocation may be modified by Service Provider from time to time in accordance with Paragraph 7. Per the NEMV Schedule, each month Service Provider will manage and apply the Utility discount to Applicant's electric service use in an amount equal to the solar energy credit Allocation. Applicant acknowledges and agrees it will not have any rights or interests in, nor be entitled to claim or receive, the actual electric energy output of, or any other economic benefit attributable to, the Renewable Electrical Generation Facility or its production, other than any Utility credits attributable to Applicant's Allocation under the NEMV Schedule.

5. Applicant agrees to promptly comply with any request to provide Service Provider copies of any documents, records, or electric service metering information that are reasonably necessary to enable Service Provider to implement this Agreement or substantiate any claim, charge, or calculation made by the Applicant under this Agreement. Service Provider agrees to provide Applicant, upon request, commercially reasonable information about Applicant's participation in the NEMV Arrangement or the Renewable Electrical Generation Facility's production.

6. For each applicable monthly billing period during the Term (defined in Section 9 below), Applicant agrees to pay Service Provider for the Services, and Service Provider accepts as payment from Applicant therefor, an amount equal to 95% of the cost (calculable in U.S. dollars) that Applicant would have been required to pay to Utility for the electric service attributable to or associated with the solar energy credits that Applicant receives per its Allocation. For the sake of clarity, the Services fee payment will be calculated based on the amount of kWhs delivered by Utility to the Applicant's Service Address during the prior monthly billing period that equals the Applicant's Allocation, multiplied by the applicable Utility electric service rate under Applicant's Utility otherwise-applicable metered rate schedule ("OAS"), taking into account the applicable OAS terms and conditions (including time of day and seasonal adjustments) that include all components of the standard rate tariff including taxes, surcharges, or any other charges included in the OAS rate tariff that continue to be charged or would have otherwise been charged as part of Applicant taking electric service from Utility with respect to the Allocation; provided, however, the Service Provider will not invoice or charge the Applicant for any fees or charges directly associated with Applicant's participation in the NEMV Arrangement if those fees or charges would not have otherwise been incurred. In addition to the Services fee payment, for each

applicable monthly billing period during the Term the Applicant shall transfer and pay to Service Provider (acting as Applicant's agent pursuant to Section 2(iv)) all amounts identified by Utility as due to owing for Applicant's receipt and use of electric service not attributable to or associated with the Allocation.

7. Throughout the term, Service Provider shall prepare and render to Applicant within ten (10) business days after the end of each month an invoice for the Services as calculated pursuant to Paragraph 6 above. Each invoice will contain a copy of each Utility performance report on the amount of electricity generated by the Renewable Electrical Generation Facility during the prior month. Applicant's Payment shall be made by any method acceptable to Service Provider on or before the thirtieth (30th) day following receipt by Applicant of Service Provider's invoice. If the Applicant fails to pay and transfer the Services fee when due under this Agreement for any reason, the Service Provider shall have the right to revise, modify or otherwise change the Applicant's Allocation.

8. Service Provider will operate and maintain the applicable Renewable Electrical Generation Facility consistent with prudent industry practices and in a manner to generate electric energy for delivery to Utility in accordance with the terms and conditions of the Utility NEMV Schedule. Service Provider shall retain all right, title and interest to all environmental attributes or solar energy attributes generated by or associated with the Renewable Electrical Generation Facility.

9. This Agreement shall expire on the earlier to occur of (i) the date Applicant's Lease expires by its terms or is terminated, (ii) the Renewable Electrical Generation Facility ceases to produce solar energy and is removed from the Landlord's property, or (iii) other termination of this Agreement pursuant to the terms hereof (as applicable, "Termination Date"). The period commencing on the Commencement Date and ending on the Termination Date shall be referred to herein as the "Term." If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all Services fees or charges that are attributable to providing the Services prior to the date of termination.

10. Applicant agrees that Service Provider shall not be held responsible and will be indemnified by Applicant for any damages resulting from Service Provider's failure to perform any part of this Agreement as a result of Applicant's failure to pay the Services fee or its breach of this Agreement. Notwithstanding any provisions hereunder to the contrary, Service Provider reserves the right to discontinue the provisions Services to the Applicant for Services fee non-payment that is not cured within sixty (60) days following receipt by Applicant of Service Provider's invoice under Section 6 and 7. Applicant further acknowledges and agrees that Landlord is not a party to this Agreement shall not be liable for any costs, claims, damages, liabilities or issues arising from the terms and conditions of this Agreement.

11. The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

12. Service Provider represents that Applicant's participation in the NEMV Arrangement will not cause interruption to Applicant's electric service from Utility. Service Provider further represents and acknowledges that the Applicant's Allocation will be attributable to a portion of electric energy generated from the single Renewable Electrical Generation Facility located or that will be located at a multi-tenant property that shares the same service delivery point with the Applicant's electric service meter consistent with the Utility NEMV Schedule requirements and California Public Utilities Commission (CPUC) Decisions 11-07-031 and 08-10-036 (as the same may be modified or amended from time to time).

13. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. This Agreement is made and

entered into for the protection and legal benefit of the Applicant and the Service Provider and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement. This Agreement may be assigned by Applicant to an assignee or sublessee of the premises located at Applicant's Service Address, provided Applicant has provided prior written notice to the Service Provider and received written consent to such assignment; provided, however, if Service Provider has not provided a written response within thirty (30) days of receipt of such prior written notice by Applicant, such failure to respond shall be considered consent by Service Provider for purposes of this Section 13.14. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations noticed in writing. If the matter is not resolved within thirty (30) days of the notice date of such negotiations, either party may initiate binding arbitration proceedings. The arbitration shall be adjudicated by one retired judge or justice from a JAMS Inc. ("JAMS") panel, shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator.

15. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction. This Agreement may not be assigned, in whole or in part, to another party.

16. Correspondence regarding this Agreement and administration of the Services should be sent electronically or mailed to the Service Provider at the following contact points:

Blue Sky Utility

P.O. Box 5571

Napa, CA 94581

(408) 693-4046

mike@blueskyutility.com

17. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said commission may, from time to time, direct in the exercise of its jurisdiction.

18. This Agreement may be executed by the Parties in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the signature date.

PROVIDER

Blue Sky Utility LLC

Signature



Name of Authorized Representative

Ran Bujanover

Title

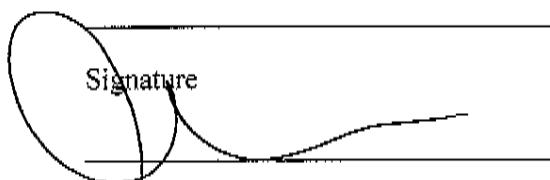
President

Phone

4155132707

APPLICANT

Signature



Name of Authorized Representative

MARIO DIMANNO

Title

PRESIDENT

Phone

707-425-0804Date 9-24-15

SOLAR SERVICES PARTICIPATION AGREEMENT

This Solar Services Participation Agreement ("Agreement"), dated 10/8, 2015 between ALBERT J. CU ("Applicant") and Blue Sky Utility LLC ("Service Provider") establishes and governs the provision of solar energy services ("Services") by Service Provider to Applicant during the time period commencing on the later to occur of (i) the signature date of this Agreement or (ii) the date that the Service Provider's NEMV Arrangement (as defined below) has been approved and commences (as applicable, "Commencement Date"), and ending in accordance with the terms and conditions contained herein.

Applicant Service Address (please include building number, street, apartment number (if applicable), city, and state):

1955 W. TEXAS ST, SUITE 2
FAIRFIELD, CA 94533

Meter Location: SIDE / BACK OF BUILDING

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the "NEMV Arrangement") for Winery Square Station, L.P. ("Landlord") for its multi-Lessee property commonly referred to as Winery Square and located in Fairfield, CA ("Property"), which NEMV Arrangement shall be administered under the terms of PG&E (Utility) and A1X rate schedule, whose terms may be amended or revised from time to time (the "NEMV Schedule")¹;

WHEREAS, Service Provider intends to install, own and operate a solar photovoltaic electric generating facility (hereinafter the "Renewable Electrical Generation Facility") at the Property to generate solar energy;

WHEREAS, Applicant is a tenant of the Landlord's Property and seeks to engage Service Provider to provide the Services and deliver solar energy credits to Applicant in accordance with the NEMV Schedule; and

WHEREAS, the Service Provider wishes to perform the Services on behalf of the Applicant subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Applicant affirms that Applicant, pursuant to that certain lease agreement with the Landlord dated 10/8/2015 (as amended, "Applicant's Lease"), leases certain premises from Landlord located at the address above, herein referred to as "Applicant's Service Address." Applicant further affirms that such address identifies premises that are interconnected to and takes electric service from Utility using a separately or individually metered unit.

¹ The NEMV Schedule can be found here: <http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf>

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the signature date.

PROVIDER

Blue Sky Utility LLC

Signature



Name of Authorized Representative

Ran Bujanover J. CM

Title

President / SOLE PROPRIETOR

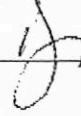
Phone

415 513 27079 4385

Date 10/13/15

APPLICANT

Signature



Name of Authorized Representative

ALBERT J. CM

Title

OWNER / SOLE PROPRIETOR

Phone

707 429 4385

2. Applicant hereby authorizes Service Provider to act as its independent agent and designee to take all actions deemed reasonably necessary to provide the Services, which will include: (i) participating in the NEMV Arrangement on behalf of the Applicant under the terms of the NEMV Schedule, (ii) discounting a designated portion of Applicant's ongoing electric energy service usage (measured in kWh) with solar energy credits (hereinafter the Applicant's "Allocation"), (iii) establishing and/or reporting Applicant's Allocation to Utility, and (iv) managing and administering Applicant's electric service billing account(s) and payments to Utility for the benefit of Applicant; provided, however, Applicant may retain management and control of its electric service billing account(s) and payments to the Utility if it provides written notice to the Service Provider no later than five (5) days after written notice of the Commencement Date by the Service Provider; provided, further, if Applicant retains management and control of its electric service billing accounts and payments during the term as provided herein, it shall ensure that copies of all Utility invoices and electric service information are delivered to Service Provider no later than three (3) days of receipt of such invoices or electric service information from the Utility.

3. Applicant shall be entitled to receive all solar energy credits attributable to its Allocation, and agrees to be solely responsible for all costs, billing, invoices, and any other charges associated with the provision of electric service by Utility under the NEMV Schedule to the Applicant's Service Address.

4. Service Provider will provide notice of Applicant's Allocation during the first monthly billing period of Applicant's participation in the NEMV Arrangement. The Allocation will be equal to a fixed percentage share of the Renewable Electrical Generation Facility's solar energy production during each monthly billing period. Applicant's Allocation may be modified by Service Provider from time to time in accordance with Paragraph 7. Per the NEMV Schedule, each month Service Provider will manage and apply the Utility discount to Applicant's electric service use in an amount equal to the solar energy credit Allocation. Applicant acknowledges and agrees it will not have any rights or interests in, nor be entitled to claim or receive, the actual electric energy output of, or any other economic benefit attributable to, the Renewable Electrical Generation Facility or its production, other than any Utility credits attributable to Applicant's Allocation under the NEMV Schedule.

5. Applicant agrees to promptly comply with any request to provide Service Provider copies of any documents, records, or electric service metering information that are reasonably necessary to enable Service Provider to implement this Agreement or substantiate any claim, charge, or calculation made by the Applicant under this Agreement. Service Provider agrees to provide Applicant, upon request, commercially reasonable information about Applicant's participation in the NEMV Arrangement or the Renewable Electrical Generation Facility's production.

6. For each applicable monthly billing period during the Term (defined in Section 9 below), Applicant agrees to pay Service Provider for the Services, and Service Provider accepts as payment from Applicant therefor, an amount equal to 95% of the cost (calculable in U.S. dollars) that Applicant would have been required to pay to Utility for the electric service attributable to or associated with the solar energy credits that Applicant receives per its Allocation. For the sake of clarity, the Services fee payment will be calculated based on the amount of kWhs delivered by Utility to the Applicant's Service Address during the prior monthly billing period that equals the Applicant's Allocation, multiplied by the applicable Utility electric service rate under Applicant's Utility otherwise-applicable metered rate schedule ("OAS"), taking into account the applicable OAS terms and conditions (including time of day and seasonal adjustments) that include all components of the standard rate tariff including taxes, surcharges, or any other charges included in the OAS rate tariff that continue to be charged or would have otherwise been charged as part of Applicant taking electric service from Utility with respect to the Allocation; provided, however, the Service Provider will not invoice or charge the Applicant for any fees or charges directly associated with Applicant's participation in the NEMV Arrangement if those fees or charges would not have otherwise been incurred. In addition to the Services fee payment, for each

applicable monthly billing period during the Term the Applicant shall transfer and pay to Service Provider (acting as Applicant's agent pursuant to Section 2(iv)) all amounts identified by Utility as due to owing for Applicant's receipt and use of electric service not attributable to or associated with the Allocation.

7. Throughout the term, Service Provider shall prepare and render to Applicant within ten (10) business days after the end of each month an invoice for the Services as calculated pursuant to Paragraph 6 above. Each invoice will contain a copy of each Utility performance report on the amount of electricity generated by the Renewable Electrical Generation Facility during the prior month. Applicant's Payment shall be made by any method acceptable to Service Provider on or before the thirtieth (30th) day following receipt by Applicant of Service Provider's invoice. If the Applicant fails to pay and transfer the Services fee when due under this Agreement for any reason, the Service Provider shall have the right to revise, modify or otherwise change the Applicant's Allocation.

8. Service Provider will operate and maintain the applicable Renewable Electrical Generation Facility consistent with prudent industry practices and in a manner to generate electric energy for delivery to Utility in accordance with the terms and conditions of the Utility NEMV Schedule. Service Provider shall retain all right, title and interest to all environmental attributes or solar energy attributes generated by or associated with the Renewable Electrical Generation Facility.

9. This Agreement shall expire on the earlier to occur of (i) the date Applicant's Lease expires by its terms or is terminated, (ii) the Renewable Electrical Generation Facility ceases to produce solar energy and is removed from the Landlord's property, or (iii) other termination of this Agreement pursuant to the terms hereof (as applicable, "Termination Date"). The period commencing on the Commencement Date and ending on the Termination Date shall be referred to herein as the "Term." If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all Services fees or charges that are attributable to providing the Services prior to the date of termination.

10. Applicant agrees that Service Provider shall not be held responsible and will be indemnified by Applicant for any damages resulting from Service Provider's failure to perform any part of this Agreement as a result of Applicant's failure to pay the Services fee or its breach of this Agreement. Notwithstanding any provisions hereunder to the contrary, Service Provider reserves the right to discontinue the provisions Services to the Applicant for Services fee non-payment that is not cured within sixty (60) days following receipt by Applicant of Service Provider's invoice under Section 6 and 7. Applicant further acknowledges and agrees that Landlord is not a party to this Agreement shall not be liable for any costs, claims, damages, liabilities or issues arising from the terms and conditions of this Agreement.

11. The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

12. Service Provider represents that Applicant's participation in the NEMV Arrangement will not cause interruption to Applicant's electric service from Utility. Service Provider further represents and acknowledges that the Applicant's Allocation will be attributable to a portion of electric energy generated from the single Renewable Electrical Generation Facility located or that will be located at a multi-tenant property that shares the same service delivery point with the Applicant's electric service meter consistent with the Utility NEMV Schedule requirements and California Public Utilities Commission (CPUC) Decisions 11-07-031 and 08-10-036 (as the same may be modified or amended from time to time).

13. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. This Agreement is made and

entered into for the protection and legal benefit of the Applicant and the Service Provider and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement. This Agreement may be assigned by Applicant to an assignee or sublessee of the premises located at Applicant's Service Address, provided Applicant has provided prior written notice to the Service Provider and received written consent to such assignment; provided, however, if Service Provider has not provided a written response within thirty (30) days of receipt of such prior written notice by Applicant, such failure to respond shall be considered consent by Service Provider for purposes of this Section 13. 14. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations noticed in writing. If the matter is not resolved within thirty (30) days of the notice date of such negotiations, either party may initiate binding arbitration proceedings. The arbitration shall be adjudicated by one retired judge or justice from a JAMS Inc. ("JAMS") panel, shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator.

15. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction. This Agreement may not be assigned, in whole or in part, to another party.

16. Correspondence regarding this Agreement and administration of the Services should be sent electronically or mailed to the Service Provider at the following contact points:

Blue Sky Utility
P.O. Box 5571
Napa, CA 94581
(408) 693-4046
mike@blueskyutility.com

17. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said commission may, from time to time, direct in the exercise of its jurisdiction.

18. This Agreement may be executed by the Parties in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

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SOLAR SERVICES PARTICIPATION AGREEMENT

This Solar Services Participation Agreement (“Agreement”), dated November 16 2015 between Ibrahim Qorbanzada (“Applicant”) and Blue Sky Utility LLC (“Service Provider”) establishes and governs the provision of solar energy services (“Services”) by Service Provider to Applicant during the time period commencing on the later to occur of (i) the signature date of this Agreement or (ii) the date that the Service Provider’s NEMV Arrangement (as defined below) has been approved and commences (as applicable, “Commencement Date”), and ending in accordance with the terms and conditions contained herein.

Applicant Service Address (please include building number, street, apartment number (if applicable), city, and state):

1955 West Texas Street, Suite 8, Fairfield CA

Meter Location:

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the “NEMV Arrangement”) for Winery Square Station, L.P. (“Landlord”) for its multi-Lessee property commonly referred to as Winery Square and located in Fairfield, CA (“Property”), which NEMV Arrangement shall be administered under the terms of PG&E (Utility) and A1X rate schedule, whose terms may be amended or revised from time to time (the “NEMV Schedule”)¹;

WHEREAS, Service Provider intends to install, own and operate a solar photovoltaic electric generating facility (hereinafter the “Renewable Electrical Generation Facility”) at the Property to generate solar energy;

WHEREAS, Applicant is a tenant of the Landlord’s Property and seeks to engage Service Provider to provide the Services and deliver solar energy credits to Applicant in accordance with the NEMV Schedule; and

WHEREAS, the Service Provider wishes to perform the Services on behalf of the Applicant subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Applicant affirms that Applicant, pursuant to that certain lease agreement with the Landlord dated 12/1/2013 (as amended, “Applicant’s Lease”), leases certain premises from Landlord located at the address above, herein referred to as “Applicant’s Service Address.” Applicant further affirms that such address identifies premises that are interconnected to and takes electric service from Utility using a separately or individually metered unit.

¹ The NEMV Schedule can be found here: <http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf>

2. Applicant hereby authorizes Service Provider to act as its independent agent and designee to take all actions deemed reasonably necessary to provide the Services, which will include: (i) participating in the NEMV Arrangement on behalf of the Applicant under the terms of the NEMV Schedule, (ii) discounting a designated portion of Applicant's ongoing electric energy service usage (measured in kWh) with solar energy credits (hereinafter the Applicant's "Allocation"), (iii) establishing and/or reporting Applicant's Allocation to Utility, and (iv) managing and administering Applicant's electric service billing account(s) and payments to Utility for the benefit of Applicant; provided, however, Applicant may retain management and control of its electric service billing account(s) and payments to the Utility if it provides written notice to the Service Provider no later than five (5) days after written notice of the Commencement Date by the Service Provider; provided, further, if Applicant retains management and control of its electric service billing accounts and payments during the term as provided herein, it shall ensure that copies of all Utility invoices and electric service information are delivered to Service Provider no later than three (3) days of receipt of such invoices or electric service information from the Utility.

3. Applicant shall be entitled to receive all solar energy credits attributable to its Allocation, and agrees to be solely responsible for all costs, billing, invoices, and any other charges associated with the provision of electric service by Utility under the NEMV Schedule to the Applicant's Service Address.

4. Service Provider will provide notice of Applicant's Allocation during the first monthly billing period of Applicant's participation in the NEMV Arrangement. The Allocation will be equal to a fixed percentage share of the Renewable Electrical Generation Facility's solar energy production during each monthly billing period. Applicant's Allocation may be modified by Service Provider from time to time in accordance with Paragraph 7. Per the NEMV Schedule, each month Service Provider will manage and apply the Utility discount to Applicant's electric service use in an amount equal to the solar energy credit Allocation. Applicant acknowledges and agrees it will not have any rights or interests in, nor be entitled to claim or receive, the actual electric energy output of, or any other economic benefit attributable to, the Renewable Electrical Generation Facility or its production, other than any Utility credits attributable to Applicant's Allocation under the NEMV Schedule.

5. Applicant agrees to promptly comply with any request to provide Service Provider copies of any documents, records, or electric service metering information that are reasonably necessary to enable Service Provider to implement this Agreement or substantiate any claim, charge, or calculation made by the Applicant under this Agreement. Service Provider agrees to provide Applicant, upon request, commercially reasonable information about Applicant's participation in the NEMV Arrangement or the Renewable Electrical Generation Facility's production.

6. For each applicable monthly billing period during the Term (defined in Section 9 below), Applicant agrees to pay Service Provider for the Services, and Service Provider accepts as payment from Applicant therefor, an amount equal to 95% of the cost (calculable in U.S. dollars) that Applicant would have been required to pay to Utility for the electric service attributable to or associated with the solar energy credits that Applicant receives per its Allocation. For the sake of clarity, the Services fee payment will be calculated based on the amount of kWhs delivered by Utility to the Applicant's Service Address during the prior monthly billing period that equals the Applicant's Allocation, multiplied by the applicable Utility electric service rate under Applicant's Utility otherwise-applicable metered rate schedule ("OAS"), taking into account the applicable OAS terms and conditions (including time of day and seasonal adjustments) that include all components of the standard rate tariff including taxes, surcharges, or any other charges included in the OAS rate tariff that continue to be charged or would have otherwise been charged as part of Applicant taking electric service from Utility with respect to the Allocation; provided, however, the Service Provider will not invoice or charge the Applicant for any fees or charges directly associated with Applicant's participation in the NEMV Arrangement if those fees or charges would not have otherwise been incurred. In addition to the Services fee payment, for each

applicable monthly billing period during the Term the Applicant shall transfer and pay to Service Provider (acting as Applicant's agent pursuant to Section 2(iv)) all amounts identified by Utility as due to owing for Applicant's receipt and use of electric service not attributable to or associated with the Allocation.

7. Throughout the term, Service Provider shall prepare and render to Applicant within ten (10) business days after the end of each month an invoice for the Services as calculated pursuant to Paragraph 6 above. Each invoice will contain a copy of each Utility performance report on the amount of electricity generated by the Renewable Electrical Generation Facility during the prior month. Applicant's Payment shall be made by any method acceptable to Service Provider on or before the thirtieth (30th) day following receipt by Applicant of Service Provider's invoice. If the Applicant fails to pay and transfer the Services fee when due under this Agreement for any reason, the Service Provider shall have the right to revise, modify or otherwise change the Applicant's Allocation.

8. Service Provider will operate and maintain the applicable Renewable Electrical Generation Facility consistent with prudent industry practices and in a manner to generate electric energy for delivery to Utility in accordance with the terms and conditions of the Utility NEMV Schedule. Service Provider shall retain all right, title and interest to all environmental attributes, tax credits, rebates, incentives or solar energy attributes generated by or associated with the Renewable Electrical Generation Facility.

9. This Agreement shall expire on the earlier to occur of (i) the date Applicant's Lease expires by its terms or is terminated, (ii) the Renewable Electrical Generation Facility ceases to produce solar energy and is removed from the Landlord's property, or (iii) other termination of this Agreement pursuant to the terms hereof (as applicable, "Termination Date"). The period commencing on the Commencement Date and ending on the Termination Date shall be referred to herein as the "Term." If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all Services fees or charges that are attributable to providing the Services prior to the date of termination.

10. Applicant agrees that Service Provider shall not be held responsible and will be indemnified by Applicant for any damages resulting from Service Provider's failure to perform any part of this Agreement as a result of Applicant's failure to pay the Services fee or its breach of this Agreement. Notwithstanding any provisions hereunder to the contrary, Service Provider reserves the right to discontinue the provisions Services to the Applicant for Services fee non-payment that is not cured within sixty (60) days following receipt by Applicant of Service Provider's invoice under Section 6 and 7. Applicant further acknowledges and agrees that Landlord is not a party to this Agreement shall not be liable for any costs, claims, damages, liabilities or issues arising from the terms and conditions of this Agreement.

11. The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

12. Service Provider represents that Applicant's participation in the NEMV Arrangement will not cause interruption to Applicant's electric service from Utility. Service Provider further represents and acknowledges that the Applicant's Allocation will be attributable to a portion of electric energy generated from the single Renewable Electrical Generation Facility located or that will be located at a multi-tenant property that shares the same service delivery point with the Applicant's electric service meter consistent with the Utility NEMV Schedule requirements and California Public Utilities Commission (CPUC) Decisions 11-07-031 and 08-10-036 (as the same may be modified or amended from time to time).

13. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. This Agreement is made and

entered into for the protection and legal benefit of the Applicant and the Service Provider and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement. This Agreement may be assigned by Applicant to an assignee or sublessee of the premises located at Applicant's Service Address, provided Applicant has provided prior written notice to the Service Provider and received written consent to such assignment; provided, however, if Service Provider has not provided a written response within thirty (30) days of receipt of such prior written notice by Applicant, such failure to respond shall be considered consent by Service Provider for purposes of this Section 13. 14. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations noticed in writing. If the matter is not resolved within thirty (30) days of the notice date of such negotiations, either party may initiate binding arbitration proceedings. The arbitration shall be adjudicated by one retired judge or justice from a JAMS Inc. ("JAMS") panel, shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator.

15. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction.

16. Correspondence regarding this Agreement and administration of the Services should be sent electronically or mailed to the Service Provider at the following contact points:

Blue Sky Utility

P.O. Box 5571

Napa, CA 94581

(408) 693-4046

mike@blueskyutility.com

17. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said commission may, from time to time, direct in the exercise of its jurisdiction.

18. This Agreement may be executed by the Parties in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the signature date.

PROVIDER

Blue Sky Utility LLC

Signature



Name of Authorized Representative

Ran Bujanover

Title

President

Phone

4155132707

APPLICANT

Signature



Name of Authorized Representative

Ibrahim Qorbanzada

Title

Discount Cigarettes Manager

Phone

(707) 425-3834

Date November 16, 2015

SOLAR SERVICES PARTICIPATION AGREEMENT

This Solar Services Participation Agreement ("Agreement"), dated 9/22, 2012, between FAIRFIELD CLEANERS ("Applicant") and Blue Sky Utility LLC ("Service Provider") establishes and governs the provision of solar energy services ("Services") by Service Provider to Applicant during the time period commencing on the later to occur of (i) the signature date of this Agreement or (ii) the date that the Service Provider's NEMV Arrangement (as defined below) has been approved and commences (as applicable, "Commencement Date"), and ending in accordance with the terms and conditions contained herein.

Applicant Service Address (please include building number, street, apartment number (if applicable), city, and state):

1955 W. TEXAS ST #27
FAIRFIELD CA 94533

Meter Location: _____

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the "NEMV Arrangement") for Winery Square Station, L.P. ("Landlord") for its multi-Lessee property commonly referred to as Winery Square and located in Fairfield, CA ("Property"), which NEMV Arrangement shall be administered under the terms of PG&E (Utility) and A1X rate schedule, whose terms may be amended or revised from time to time (the "NEMV Schedule");

WHEREAS, Service Provider intends to install, own and operate a solar photovoltaic electric generating facility (hereinafter the "Renewable Electrical Generation Facility") at the Property to generate solar energy;

WHEREAS, Applicant is a tenant of the Landlord's Property and seeks to engage Service Provider to provide the Services and deliver solar energy credits to Applicant in accordance with the NEMV Schedule; and

WHEREAS, the Service Provider wishes to perform the Services on behalf of the Applicant subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Applicant affirms that Applicant, pursuant to that certain lease agreement with the Landlord dated 2/1/2013 (as amended, "Applicant's Lease"), leases certain premises from Landlord located at the address above, herein referred to as "Applicant's Service Address." Applicant further affirms that such address identifies premises that are interconnected to and takes electric service from Utility using a separately or individually metered unit.

¹ The NEMV Schedule can be found here: <http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf>

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the signature date.

PROVIDER

Blue Sky Utility LLC

Signature



Name of Authorized Representative

Ran Bujanover

Title

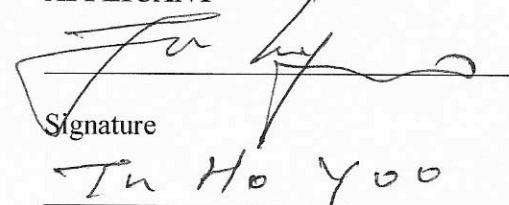
President

Phone

4155132707

Date _____

APPLICANT



In Ho Yoo

Name of Authorized Representative

Owner

Title

Phone

707-425-0917

2. Applicant hereby authorizes Service Provider to act as its independent agent and designee to take all actions deemed reasonably necessary to provide the Services, which will include: (i) participating in the NEMV Arrangement on behalf of the Applicant under the terms of the NEMV Schedule, (ii) discounting a designated portion of Applicant's ongoing electric energy service usage (measured in kWh) with solar energy credits (hereinafter the Applicant's "Allocation"), (iii) establishing and/or reporting Applicant's Allocation to Utility, and (iv) managing and administering Applicant's electric service billing account(s) and payments to Utility for the benefit of Applicant; provided, however, Applicant may retain management and control of its electric service billing account(s) and payments to the Utility if it provides written notice to the Service Provider no later than five (5) days after written notice of the Commencement Date by the Service Provider; provided, further, if Applicant retains management and control of its electric service billing accounts and payments during the term as provided herein, it shall ensure that copies of all Utility invoices and electric service information are delivered to Service Provider no later than three (3) days of receipt of such invoices or electric service information from the Utility.

3. Applicant shall be entitled to receive all solar energy credits attributable to its Allocation, and agrees to be solely responsible for all costs, billing, invoices, and any other charges associated with the provision of electric service by Utility under the NEMV Schedule to the Applicant's Service Address.

4. Service Provider will provide notice of Applicant's Allocation during the first monthly billing period of Applicant's participation in the NEMV Arrangement. The Allocation will be equal to a fixed percentage share of the Renewable Electrical Generation Facility's solar energy production during each monthly billing period. Applicant's Allocation may be modified by Service Provider from time to time in accordance with Paragraph 7. Per the NEMV Schedule, each month Service Provider will manage and apply the Utility discount to Applicant's electric service use in an amount equal to the solar energy credit Allocation. Applicant acknowledges and agrees it will not have any rights or interests in, nor be entitled to claim or receive, the actual electric energy output of, or any other economic benefit attributable to, the Renewable Electrical Generation Facility or its production, other than any Utility credits attributable to Applicant's Allocation under the NEMV Schedule.

5. Applicant agrees to promptly comply with any request to provide Service Provider copies of any documents, records, or electric service metering information that are reasonably necessary to enable Service Provider to implement this Agreement or substantiate any claim, charge, or calculation made by the Applicant under this Agreement. Service Provider agrees to provide Applicant, upon request, commercially reasonable information about Applicant's participation in the NEMV Arrangement or the Renewable Electrical Generation Facility's production.

6. For each applicable monthly billing period during the Term (defined in Section 9 below), Applicant agrees to pay Service Provider for the Services, and Service Provider accepts as payment from Applicant therefor, an amount equal to 95% of the cost (calculable in U.S. dollars) that Applicant would have been required to pay to Utility for the electric service attributable to or associated with the solar energy credits that Applicant receives per its Allocation. For the sake of clarity, the Services fee payment will be calculated based on the amount of kWhs delivered by Utility to the Applicant's Service Address during the prior monthly billing period that equals the Applicant's Allocation, multiplied by the applicable Utility electric service rate under Applicant's Utility otherwise-applicable metered rate schedule ("OAS"), taking into account the applicable OAS terms and conditions (including time of day and seasonal adjustments) that include all components of the standard rate tariff including taxes, surcharges, or any other charges included in the OAS rate tariff that continue to be charged or would have otherwise been charged as part of Applicant taking electric service from Utility with respect to the Allocation; provided, however, the Service Provider will not invoice or charge the Applicant for any fees or charges directly associated with Applicant's participation in the NEMV Arrangement if those fees or charges would not have otherwise been incurred. In addition to the Services fee payment, for each

applicable monthly billing period during the Term the Applicant shall transfer and pay to Service Provider (acting as Applicant's agent pursuant to Section 2(iv)) all amounts identified by Utility as due to owing for Applicant's receipt and use of electric service not attributable to or associated with the Allocation.

7. Throughout the term, Service Provider shall prepare and render to Applicant within ten (10) business days after the end of each month an invoice for the Services as calculated pursuant to Paragraph 6 above. Each invoice will contain a copy of each Utility performance report on the amount of electricity generated by the Renewable Electrical Generation Facility during the prior month. Applicant's Payment shall be made by any method acceptable to Service Provider on or before the thirtieth (30th) day following receipt by Applicant of Service Provider's invoice. If the Applicant fails to pay and transfer the Services fee when due under this Agreement for any reason, the Service Provider shall have the right to revise, modify or otherwise change the Applicant's Allocation.

8. Service Provider will operate and maintain the applicable Renewable Electrical Generation Facility consistent with prudent industry practices and in a manner to generate electric energy for delivery to Utility in accordance with the terms and conditions of the Utility NEMV Schedule. Service Provider shall retain all right, title and interest to all environmental attributes or solar energy attributes generated by or associated with the Renewable Electrical Generation Facility.

9. This Agreement shall expire on the earlier to occur of (i) the date Applicant's Lease expires by its terms or is terminated, (ii) the Renewable Electrical Generation Facility ceases to produce solar energy and is removed from the Landlord's property, or (iii) other termination of this Agreement pursuant to the terms hereof (as applicable, "Termination Date"). The period commencing on the Commencement Date and ending on the Termination Date shall be referred to herein as the "Term." If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all Services fees or charges that are attributable to providing the Services prior to the date of termination.

10. Applicant agrees that Service Provider shall not be held responsible and will be indemnified by Applicant for any damages resulting from Service Provider's failure to perform any part of this Agreement as a result of Applicant's failure to pay the Services fee or its breach of this Agreement. Notwithstanding any provisions hereunder to the contrary, Service Provider reserves the right to discontinue the provisions Services to the Applicant for Services fee non-payment that is not cured within sixty (60) days following receipt by Applicant of Service Provider's invoice under Section 6 and 7. Applicant further acknowledges and agrees that Landlord is not a party to this Agreement shall not be liable for any costs, claims, damages, liabilities or issues arising from the terms and conditions of this Agreement.

11. The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

12. Service Provider represents that Applicant's participation in the NEMV Arrangement will not cause interruption to Applicant's electric service from Utility. Service Provider further represents and acknowledges that the Applicant's Allocation will be attributable to a portion of electric energy generated from the single Renewable Electrical Generation Facility located or that will be located at a multi-tenant property that shares the same service delivery point with the Applicant's electric service meter consistent with the Utility NEMV Schedule requirements and California Public Utilities Commission (CPUC) Decisions 11-07-031 and 08-10-036 (as the same may be modified or amended from time to time).

13. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. This Agreement is made and

entered into for the protection and legal benefit of the Applicant and the Service Provider and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement. This Agreement may be assigned by Applicant to an assignee or sublessee of the premises located at Applicant's Service Address, provided Applicant has provided prior written notice to the Service Provider and received written consent to such assignment; provided, however, if Service Provider has not provided a written response within thirty (30) days of receipt of such prior written notice by Applicant, such failure to respond shall be considered consent by Service Provider for purposes of this Section 13.14. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations noticed in writing. If the matter is not resolved within thirty (30) days of the notice date of such negotiations, either party may initiate binding arbitration proceedings. The arbitration shall be adjudicated by one retired judge or justice from a JAMS Inc. ("JAMS") panel, shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator.

15. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction. This Agreement may not be assigned, in whole or in part, to another party.

16. Correspondence regarding this Agreement and administration of the Services should be sent electronically or mailed to the Service Provider at the following contact points:

Blue Sky Utility

P.O. Box 5571

Napa, CA 94581

(408) 693-4046

mike@blueskyutility.com

17. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said commission may, from time to time, direct in the exercise of its jurisdiction.

18. This Agreement may be executed by the Parties in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

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SOLAR SERVICES PARTICIPATION AGREEMENT

This Solar Services Participation Agreement ("Agreement"), dated October 16, 2015 between Frank & Yuen's ("Applicant") and Blue Sky Utility LLC ("Service Provider") establishes and governs the provision of solar energy services ("Services") by Service Provider to Applicant during the time period commencing on the later to occur of (i) the signature date of this Agreement or (ii) the date that the Service Provider's NEMV Arrangement (as defined below) has been approved and commences (as applicable, "Commencement Date"), and ending in accordance with the terms and conditions contained herein.

Applicant Service Address (please include building number, street, apartment number (if applicable), city, and state):

1955 W. Texas St #33
Fairfield, CA 94533

Meter Location: BACK OF SHOPPING CENTER

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the "NEMV Arrangement") for Winery Square Station, L.P. ("Landlord") for its multi-Lessee property commonly referred to as Winery Square and located in Fairfield, CA ("Property"), which NEMV Arrangement shall be administered under the terms of PG&E (Utility) and A10SX rate schedule, whose terms may be amended or revised from time to time (the "NEMV Schedule")¹;

WHEREAS, Service Provider intends to install, own and operate a solar photovoltaic electric generating facility (hereinafter the "Renewable Electrical Generation Facility") at the Property to generate solar energy;

WHEREAS, Applicant is a tenant of the Landlord's Property and seeks to engage Service Provider to provide the Services and deliver solar energy credits to Applicant in accordance with the NEMV Schedule; and

WHEREAS, the Service Provider wishes to perform the Services on behalf of the Applicant subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Applicant affirms that Applicant, pursuant to that certain lease agreement with the Landlord dated Oct 16, 2015 (as amended, "Applicant's Lease"), leases certain premises from Landlord located at the address above, herein referred to as "Applicant's Service Address." Applicant further affirms that such address identifies premises that are interconnected to and takes electric service from Utility using a separately or individually metered unit.

¹ The NEMV Schedule can be found here: <http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf>

2. Applicant hereby authorizes Service Provider to act as its independent agent and designee to take all actions deemed reasonably necessary to provide the Services, which will include: (i) participating in the NEMV Arrangement on behalf of the Applicant under the terms of the NEMV Schedule, (ii) discounting a designated portion of Applicant's ongoing electric energy service usage (measured in kWh) with solar energy credits (hereinafter the Applicant's "Allocation"), (iii) establishing and/or reporting Applicant's Allocation to Utility, and (iv) managing and administering Applicant's electric service billing account(s) and payments to Utility for the benefit of Applicant; provided, however, Applicant may retain management and control of its electric service billing account(s) and payments to the Utility if it provides written notice to the Service Provider no later than five (5) days after written notice of the Commencement Date by the Service Provider; provided, further, if Applicant retains management and control of its electric service billing accounts and payments during the term as provided herein, it shall ensure that copies of all Utility invoices and electric service information are delivered to Service Provider no later than three (3) days of receipt of such invoices or electric service information from the Utility.

3. Applicant shall be entitled to receive all solar energy credits attributable to its Allocation, and agrees to be solely responsible for all costs, billing, invoices, and any other charges associated with the provision of electric service by Utility under the NEMV Schedule to the Applicant's Service Address.

4. Service Provider will provide notice of Applicant's Allocation during the first monthly billing period of Applicant's participation in the NEMV Arrangement. The Allocation will be equal to a fixed percentage share of the Renewable Electrical Generation Facility's solar energy production during each monthly billing period. Applicant's Allocation may be modified by Service Provider from time to time in accordance with Paragraph 7. Per the NEMV Schedule, each month Service Provider will manage and apply the Utility discount to Applicant's electric service use in an amount equal to the solar energy credit Allocation. Applicant acknowledges and agrees it will not have any rights or interests in, nor be entitled to claim or receive, the actual electric energy output of, or any other economic benefit attributable to, the Renewable Electrical Generation Facility or its production, other than any Utility credits attributable to Applicant's Allocation under the NEMV Schedule.

5. Applicant agrees to promptly comply with any request to provide Service Provider copies of any documents, records, or electric service metering information that are reasonably necessary to enable Service Provider to implement this Agreement or substantiate any claim, charge, or calculation made by the Applicant under this Agreement. Service Provider agrees to provide Applicant, upon request, commercially reasonable information about Applicant's participation in the NEMV Arrangement or the Renewable Electrical Generation Facility's production.

6. For each applicable monthly billing period during the Term (defined in Section 9 below), Applicant agrees to pay Service Provider for the Services, and Service Provider accepts as payment from Applicant therefor, an amount equal to 95% of the cost (calculable in U.S. dollars) that Applicant would have been required to pay to Utility for the electric service attributable to or associated with the solar energy credits that Applicant receives per its Allocation. For the sake of clarity, the Services fee payment will be calculated based on the amount of kWhs delivered by Utility to the Applicant's Service Address during the prior monthly billing period that equals the Applicant's Allocation, multiplied by the applicable Utility electric service rate under Applicant's Utility otherwise-applicable metered rate schedule ("OAS"), taking into account the applicable OAS terms and conditions (including time of day and seasonable adjustments) that include all components of the standard rate tariff including taxes, surcharges, or any other charges included in the OAS rate tariff that continue to be charged or would have otherwise been charged as part of Applicant taking electric service from Utility with respect to the Allocation; provided, however, the Service Provider will not invoice or charge the Applicant for any fees or charges directly associated with Applicant's participation in the NEMV Arrangement if those fees or charges would not have otherwise been incurred. In addition to the Services fee payment, for each

applicable monthly billing period during the Term the Applicant shall transfer and pay to Service Provider (acting as Applicant's agent pursuant to Section 2(iv)) all amounts identified by Utility as due to owing for Applicant's receipt and use of electric service not attributable to or associated with the Allocation.

7. Throughout the term, Service Provider shall prepare and render to Applicant within ten (10) business days after the end of each month an invoice for the Services as calculated pursuant to Paragraph 6 above. Each invoice will contain a copy of each Utility performance report on the amount of electricity generated by the Renewable Electrical Generation Facility during the prior month. Applicant's Payment shall be made by any method acceptable to Service Provider on or before the thirtieth (30th) day following receipt by Applicant of Service Provider's invoice. If the Applicant fails to pay and transfer the Services fee when due under this Agreement for any reason, the Service Provider shall have the right to revise, modify or otherwise change the Applicant's Allocation.

8. Service Provider will operate and maintain the applicable Renewable Electrical Generation Facility consistent with prudent industry practices and in a manner to generate electric energy for delivery to Utility in accordance with the terms and conditions of the Utility NEMV Schedule. Service Provider shall retain all right, title and interest to all environmental attributes or solar energy attributes generated by or associated with the Renewable Electrical Generation Facility.

9. This Agreement shall expire on the earlier to occur of (i) the date Applicant's Lease expires by its terms or is terminated, (ii) the Renewable Electrical Generation Facility ceases to produce solar energy and is removed from the Landlord's property, or (iii) other termination of this Agreement pursuant to the terms hereof (as applicable, "Termination Date"). The period commencing on the Commencement Date and ending on the Termination Date shall be referred to herein as the "Term." If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all Services fees or charges that are attributable to providing the Services prior to the date of termination.

10. Applicant agrees that Service Provider shall not be held responsible and will be indemnified by Applicant for any damages resulting from Service Provider's failure to perform any part of this Agreement as a result of Applicant's failure to pay the Services fee or its breach of this Agreement. Notwithstanding any provisions hereunder to the contrary, Service Provider reserves the right to discontinue the provisions Services to the Applicant for Services fee non-payment that is not cured within sixty (60) days following receipt by Applicant of Service Provider's invoice under Section 6 and 7. Applicant further acknowledges and agrees that Landlord is not a party to this Agreement shall not be liable for any costs, claims, damages, liabilities or issues arising from the terms and conditions of this Agreement.

11. The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

12. Service Provider represents that Applicant's participation in the NEMV Arrangement will not cause interruption to Applicant's electric service from Utility. Service Provider further represents and acknowledges that the Applicant's Allocation will be attributable to a portion of electric energy generated from the single Renewable Electrical Generation Facility located or that will be located at a multi-tenant property that shares the same service delivery point with the Applicant's electric service meter consistent with the Utility NEMV Schedule requirements and California Public Utilities Commission (CPUC) Decisions 11-07-031 and 08-10-036 (as the same may be modified or amended from time to time).

13. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. This Agreement is made and

entered into for the protection and legal benefit of the Applicant and the Service Provider and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement. This Agreement may be assigned by Applicant to an assignee or sublessee of the premises located at Applicant's Service Address, provided Applicant has provided prior written notice to the Service Provider and received written consent to such assignment; provided, however, if Service Provider has not provided a written response within thirty (30) days of receipt of such prior written notice by Applicant, such failure to respond shall be considered consent by Service Provider for purposes of this Section 13. 14. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations noticed in writing. If the matter is not resolved within thirty (30) days of the notice date of such negotiations, either party may initiate binding arbitration proceedings. The arbitration shall be adjudicated by one retired judge or justice from a JAMS Inc. ("JAMS") panel, shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator.

15. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction. This Agreement may not be assigned, in whole or in part, to another party.

16. Correspondence regarding this Agreement and administration of the Services should be sent electronically or mailed to the Service Provider at the following contact points:

Blue Sky Utility
P.O. Box 5571
Napa, CA 94581
(408) 693-4046
mike@blueskyutility.com

17. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said commission may, from time to time, direct in the exercise of its jurisdiction.

18. This Agreement may be executed by the Parties in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

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APPLICANT
Blue Sky Utility LLC

Signature

Ran Bujanover

Name of Authorized Representative

Ran Bujanover

Title

President

Phone

4155132707

Date _____

APPLICANT
Signature

Fong Lau

Name of Authorized Representative

Owner

Title

(707) 428-3230

Phone

CCII

~~TELE~~: 310 - 693 - 1918

FAX: 310 - 531 - 7067

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SOLAR SERVICES PARTICIPATION AGREEMENT

This Solar Services Participation Agreement ("Agreement"), dated 22, ^{September} 2015 between GSK Fitness Fairfield, Inc. ("Applicant") and Blue Sky Utility LLC ("Service Provider") establishes and governs the provision of solar energy services ("Services") by Service Provider to Applicant during the time period commencing on the later to occur of (i) the signature date of this Agreement or (ii) the date that the Service Provider's NEMV Arrangement (as defined below) has been approved and commences (as applicable, "Commencement Date"), and ending in accordance with the terms and conditions contained herein.

Applicant Service Address (please include building number, street, apartment number (if applicable), city, and state):

1985 W Texas St # 180
Fairfield, CA 94533

Meter Location: behind comcast

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the "NEMV Arrangement") for Winery Square Station, L.P. ("Landlord") for its multi-Lessee property commonly referred to as Winery Square and located in Fairfield, CA ("Property"), which NEMV Arrangement shall be administered under the terms of PG&E (Utility) and _____ rate schedule, whose terms may be amended or revised from time to time (the "NEMV Schedule")¹;

WHEREAS, Service Provider intends to install, own and operate a solar photovoltaic electric generating facility (hereinafter the "Renewable Electrical Generation Facility") at the Property to generate solar energy;

WHEREAS, Applicant is a tenant of the Landlord's Property and seeks to engage Service Provider to provide the Services and deliver solar energy credits to Applicant in accordance with the NEMV Schedule; and

WHEREAS, the Service Provider wishes to perform the Services on behalf of the Applicant subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Applicant affirms that Applicant, pursuant to that certain lease agreement with the Landlord dated 9/15/2014 (as amended, "Applicant's Lease"), leases certain premises from Landlord located at the address above, herein referred to as "Applicant's Service Address." Applicant further affirms that such address identifies premises that are interconnected to and takes electric service from Utility using a separately or individually metered unit.

¹ The NEMV Schedule can be found here: <http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf>

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the signature date.

PROVIDER

Blue Sky Utility LLC

Signature



Name of Authorized Representative

Ran Bujanover

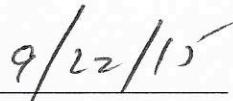
Title

President

Phone

4155132707

Date

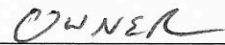

9/22/15

APPLICANT

Signature


Grant Witheram

Name of Authorized Representative


OWNER

Title


7074804682

Phone

2. Applicant hereby authorizes Service Provider to act as its independent agent and designee to take all actions deemed reasonably necessary to provide the Services, which will include: (i) participating in the NEMV Arrangement on behalf of the Applicant under the terms of the NEMV Schedule, (ii) discounting a designated portion of Applicant's ongoing electric energy service usage (measured in kWh) with solar energy credits (hereinafter the Applicant's "Allocation"), (iii) establishing and/or reporting Applicant's Allocation to Utility, and (iv) managing and administering Applicant's electric service billing account(s) and payments to Utility for the benefit of Applicant; provided, however, Applicant may retain management and control of its electric service billing account(s) and payments to the Utility if it provides written notice to the Service Provider no later than five (5) days after written notice of the Commencement Date by the Service Provider; provided, further, if Applicant retains management and control of its electric service billing accounts and payments during the term as provided herein, it shall ensure that copies of all Utility invoices and electric service information are delivered to Service Provider no later than three (3) days of receipt of such invoices or electric service information from the Utility.

3. Applicant shall be entitled to receive all solar energy credits attributable to its Allocation, and agrees to be solely responsible for all costs, billing, invoices, and any other charges associated with the provision of electric service by Utility under the NEMV Schedule to the Applicant's Service Address.

4. Service Provider will provide notice of Applicant's Allocation during the first monthly billing period of Applicant's participation in the NEMV Arrangement. The Allocation will be equal to a fixed percentage share of the Renewable Electrical Generation Facility's solar energy production during each monthly billing period. Applicant's Allocation may be modified by Service Provider from time to time in accordance with Paragraph 7. Per the NEMV Schedule, each month Service Provider will manage and apply the Utility discount to Applicant's electric service use in an amount equal to the solar energy credit Allocation. Applicant acknowledges and agrees it will not have any rights or interests in, nor be entitled to claim or receive, the actual electric energy output of, or any other economic benefit attributable to, the Renewable Electrical Generation Facility or its production, other than any Utility credits attributable to Applicant's Allocation under the NEMV Schedule.

5. Applicant agrees to promptly comply with any request to provide Service Provider copies of any documents, records, or electric service metering information that are reasonably necessary to enable Service Provider to implement this Agreement or substantiate any claim, charge, or calculation made by the Applicant under this Agreement. Service Provider agrees to provide Applicant, upon request, commercially reasonable information about Applicant's participation in the NEMV Arrangement or the Renewable Electrical Generation Facility's production.

6. For each applicable monthly billing period during the Term (defined in Section 9 below), Applicant agrees to pay Service Provider for the Services, and Service Provider accepts as payment from Applicant therefor, an amount equal to 95% of the cost (calculable in U.S. dollars) that Applicant would have been required to pay to Utility for the electric service attributable to or associated with the solar energy credits that Applicant receives per its Allocation. For the sake of clarity, the Services fee payment will be calculated based on the amount of kWhs delivered by Utility to the Applicant's Service Address during the prior monthly billing period that equals the Applicant's Allocation, multiplied by the applicable Utility electric service rate under Applicant's Utility otherwise-applicable metered rate schedule ("OAS"), taking into account the applicable OAS terms and conditions (including time of day and seasonal adjustments) that include all components of the standard rate tariff including taxes, surcharges, or any other charges included in the OAS rate tariff that continue to be charged or would have otherwise been charged as part of Applicant taking electric service from Utility with respect to the Allocation; provided, however, the Service Provider will not invoice or charge the Applicant for any fees or charges directly associated with Applicant's participation in the NEMV Arrangement if those fees or charges would not have otherwise been incurred. In addition to the Services fee payment, for each

applicable monthly billing period during the Term the Applicant shall transfer and pay to Service Provider (acting as Applicant's agent pursuant to Section 2(iv)) all amounts identified by Utility as due to owing for Applicant's receipt and use of electric service not attributable to or associated with the Allocation.

7. Throughout the term, Service Provider shall prepare and render to Applicant within ten (10) business days after the end of each month an invoice for the Services as calculated pursuant to Paragraph 6 above. Each invoice will contain a copy of each Utility performance report on the amount of electricity generated by the Renewable Electrical Generation Facility during the prior month. Applicant's Payment shall be made by any method acceptable to Service Provider on or before the thirtieth (30th) day following receipt by Applicant of Service Provider's invoice. If the Applicant fails to pay and transfer the Services fee when due under this Agreement for any reason, the Service Provider shall have the right to revise, modify or otherwise change the Applicant's Allocation.

8. Service Provider will operate and maintain the applicable Renewable Electrical Generation Facility consistent with prudent industry practices and in a manner to generate electric energy for delivery to Utility in accordance with the terms and conditions of the Utility NEMV Schedule. Service Provider shall retain all right, title and interest to all environmental attributes or solar energy attributes generated by or associated with the Renewable Electrical Generation Facility.

9. This Agreement shall expire on the earlier to occur of (i) the date Applicant's Lease expires by its terms or is terminated, (ii) the Renewable Electrical Generation Facility ceases to produce solar energy and is removed from the Landlord's property, or (iii) other termination of this Agreement pursuant to the terms hereof (as applicable, "Termination Date"). The period commencing on the Commencement Date and ending on the Termination Date shall be referred to herein as the "Term." If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all Services fees or charges that are attributable to providing the Services prior to the date of termination.

10. Applicant agrees that Service Provider shall not be held responsible and will be indemnified by Applicant for any damages resulting from Service Provider's failure to perform any part of this Agreement as a result of Applicant's failure to pay the Services fee or its breach of this Agreement. Notwithstanding any provisions hereunder to the contrary, Service Provider reserves the right to discontinue the provisions Services to the Applicant for Services fee non-payment that is not cured within sixty (60) days following receipt by Applicant of Service Provider's invoice under Section 6 and 7. Applicant further acknowledges and agrees that Landlord is not a party to this Agreement shall not be liable for any costs, claims, damages, liabilities or issues arising from the terms and conditions of this Agreement.

11. The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

12. Service Provider represents that Applicant's participation in the NEMV Arrangement will not cause interruption to Applicant's electric service from Utility. Service Provider further represents and acknowledges that the Applicant's Allocation will be attributable to a portion of electric energy generated from the single Renewable Electrical Generation Facility located or that will be located at a multi-tenant property that shares the same service delivery point with the Applicant's electric service meter consistent with the Utility NEMV Schedule requirements and California Public Utilities Commission (CPUC) Decisions 11-07-031 and 08-10-036 (as the same may be modified or amended from time to time).

13. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. This Agreement is made and

entered into for the protection and legal benefit of the Applicant and the Service Provider and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement. This Agreement may be assigned by Applicant to an assignee or sublessee of the premises located at Applicant's Service Address, provided Applicant has provided prior written notice to the Service Provider and received written consent to such assignment; provided, however, if Service Provider has not provided a written response within thirty (30) days of receipt of such prior written notice by Applicant, such failure to respond shall be considered consent by Service Provider for purposes of this Section 13. 14. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations noticed in writing. If the matter is not resolved within thirty (30) days of the notice date of such negotiations, either party may initiate binding arbitration proceedings. The arbitration shall be adjudicated by one retired judge or justice from a JAMS Inc. ("JAMS") panel, shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator.

15. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction. This Agreement may not be assigned, in whole or in part, to another party.

16. Correspondence regarding this Agreement and administration of the Services should be sent electronically or mailed to the Service Provider at the following contact points:

Blue Sky Utility

P.O. Box 5571

Napa, CA 94581

(408) 693-4046

mike@blueskyutility.com

17. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said commission may, from time to time, direct in the exercise of its jurisdiction.

18. This Agreement may be executed by the Parties in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

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SOLAR SERVICES PARTICIPATION AGREEMENT

This Solar Services Participation Agreement ("Agreement"), dated 9/22, 2015 between Mail It Shred It Recycle It ("Applicant") and Blue Sky Utility LLC ("Service Provider") establishes and governs the provision of solar energy services ("Services") by Service Provider to Applicant during the time period commencing on the later to occur of (i) the signature date of this Agreement or (ii) the date that the Service Provider's NEMV Arrangement (as defined below) has been approved and commences (as applicable, "Commencement Date"), and ending in accordance with the terms and conditions contained herein.

Applicant Service Address (please include building number, street, apartment number (if applicable), city, and state):

1955 W. Texas St 7
Fairfield, CA 94533

Meter Location: _____

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the "NEMV Arrangement") for Winery Square Station, L.P. ("Landlord") for its multi-Lessee property commonly referred to as Winery Square and located in Fairfield, CA ("Property"), which NEMV Arrangement shall be administered under the terms of PG&E (Utility) and A \X rate schedule, whose terms may be amended or revised from time to time (the "NEMV Schedule")¹;

WHEREAS, Service Provider intends to install, own and operate a solar photovoltaic electric generating facility (hereinafter the "Renewable Electrical Generation Facility") at the Property to generate solar energy;

WHEREAS, Applicant is a tenant of the Landlord's Property and seeks to engage Service Provider to provide the Services and deliver solar energy credits to Applicant in accordance with the NEMV Schedule; and

WHEREAS, the Service Provider wishes to perform the Services on behalf of the Applicant subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Applicant affirms that Applicant, pursuant to that certain lease agreement with the Landlord dated 2025/1/2014 (as amended, "Applicant's Lease"), leases certain premises from Landlord located at the address above, herein referred to as "Applicant's Service Address." Applicant further affirms that such address identifies premises that are interconnected to and takes electric service from Utility using a separately or individually metered unit.

¹ The NEMV Schedule can be found here: <http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf>

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the signature date.

PROVIDER

Blue Sky Utility LLC

Signature

Ran Bujanover

Name of Authorized Representative

Ran Bujanover

Title

President

Phone

4155132707

Date

9/22/15

APPLICANT

April Williams

Signature

April Williams

Name of Authorized Representative

Owner

Title

707 419-5661

Phone

mailitstore@yahoo.com

2. Applicant hereby authorizes Service Provider to act as its independent agent and designee to take all actions deemed reasonably necessary to provide the Services, which will include: (i) participating in the NEMV Arrangement on behalf of the Applicant under the terms of the NEMV Schedule, (ii) discounting a designated portion of Applicant's ongoing electric energy service usage (measured in kWh) with solar energy credits (hereinafter the Applicant's "Allocation"), (iii) establishing and/or reporting Applicant's Allocation to Utility, and (iv) managing and administering Applicant's electric service billing account(s) and payments to Utility for the benefit of Applicant; provided, however, Applicant may retain management and control of its electric service billing account(s) and payments to the Utility if it provides written notice to the Service Provider no later than five (5) days after written notice of the Commencement Date by the Service Provider; provided, further, if Applicant retains management and control of its electric service billing accounts and payments during the term as provided herein, it shall ensure that copies of all Utility invoices and electric service information are delivered to Service Provider no later than three (3) days of receipt of such invoices or electric service information from the Utility.

3. Applicant shall be entitled to receive all solar energy credits attributable to its Allocation, and agrees to be solely responsible for all costs, billing, invoices, and any other charges associated with the provision of electric service by Utility under the NEMV Schedule to the Applicant's Service Address.

4. Service Provider will provide notice of Applicant's Allocation during the first monthly billing period of Applicant's participation in the NEMV Arrangement. The Allocation will be equal to a fixed percentage share of the Renewable Electrical Generation Facility's solar energy production during each monthly billing period. Applicant's Allocation may be modified by Service Provider from time to time in accordance with Paragraph 7. Per the NEMV Schedule, each month Service Provider will manage and apply the Utility discount to Applicant's electric service use in an amount equal to the solar energy credit Allocation. Applicant acknowledges and agrees it will not have any rights or interests in, nor be entitled to claim or receive, the actual electric energy output of, or any other economic benefit attributable to, the Renewable Electrical Generation Facility or its production, other than any Utility credits attributable to Applicant's Allocation under the NEMV Schedule.

5. Applicant agrees to promptly comply with any request to provide Service Provider copies of any documents, records, or electric service metering information that are reasonably necessary to enable Service Provider to implement this Agreement or substantiate any claim, charge, or calculation made by the Applicant under this Agreement. Service Provider agrees to provide Applicant, upon request, commercially reasonable information about Applicant's participation in the NEMV Arrangement or the Renewable Electrical Generation Facility's production.

6. For each applicable monthly billing period during the Term (defined in Section 9 below), Applicant agrees to pay Service Provider for the Services, and Service Provider accepts as payment from Applicant therefor, an amount equal to 95% of the cost (calculable in U.S. dollars) that Applicant would have been required to pay to Utility for the electric service attributable to or associated with the solar energy credits that Applicant receives per its Allocation. For the sake of clarity, the Services fee payment will be calculated based on the amount of kWhs delivered by Utility to the Applicant's Service Address during the prior monthly billing period that equals the Applicant's Allocation, multiplied by the applicable Utility electric service rate under Applicant's Utility otherwise-applicable metered rate schedule ("OAS"), taking into account the applicable OAS terms and conditions (including time of day and seasonable adjustments) that include all components of the standard rate tariff including taxes, surcharges, or any other charges included in the OAS rate tariff that continue to be charged or would have otherwise been charged as part of Applicant taking electric service from Utility with respect to the Allocation; provided, however, the Service Provider will not invoice or charge the Applicant for any fees or charges directly associated with Applicant's participation in the NEMV Arrangement if those fees or charges would not have otherwise been incurred. In addition to the Services fee payment, for each

applicable monthly billing period during the Term the Applicant shall transfer and pay to Service Provider (acting as Applicant's agent pursuant to Section 2(iv)) all amounts identified by Utility as due to owing for Applicant's receipt and use of electric service not attributable to or associated with the Allocation.

7. Throughout the term, Service Provider shall prepare and render to Applicant within ten (10) business days after the end of each month an invoice for the Services as calculated pursuant to Paragraph 6 above. Each invoice will contain a copy of each Utility performance report on the amount of electricity generated by the Renewable Electrical Generation Facility during the prior month. Applicant's Payment shall be made by any method acceptable to Service Provider on or before the thirtieth (30th) day following receipt by Applicant of Service Provider's invoice. If the Applicant fails to pay and transfer the Services fee when due under this Agreement for any reason, the Service Provider shall have the right to revise, modify or otherwise change the Applicant's Allocation.

8. Service Provider will operate and maintain the applicable Renewable Electrical Generation Facility consistent with prudent industry practices and in a manner to generate electric energy for delivery to Utility in accordance with the terms and conditions of the Utility NEMV Schedule. Service Provider shall retain all right, title and interest to all environmental attributes or solar energy attributes generated by or associated with the Renewable Electrical Generation Facility.

9. This Agreement shall expire on the earlier to occur of (i) the date Applicant's Lease expires by its terms or is terminated, (ii) the Renewable Electrical Generation Facility ceases to produce solar energy and is removed from the Landlord's property, or (iii) other termination of this Agreement pursuant to the terms hereof (as applicable, "Termination Date"). The period commencing on the Commencement Date and ending on the Termination Date shall be referred to herein as the "Term." If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all Services fees or charges that are attributable to providing the Services prior to the date of termination.

10. Applicant agrees that Service Provider shall not be held responsible and will be indemnified by Applicant for any damages resulting from Service Provider's failure to perform any part of this Agreement as a result of Applicant's failure to pay the Services fee or its breach of this Agreement. Notwithstanding any provisions hereunder to the contrary, Service Provider reserves the right to discontinue the provisions Services to the Applicant for Services fee non-payment that is not cured within sixty (60) days following receipt by Applicant of Service Provider's invoice under Section 6 and 7. Applicant further acknowledges and agrees that Landlord is not a party to this Agreement shall not be liable for any costs, claims, damages, liabilities or issues arising from the terms and conditions of this Agreement.

11. The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

12. Service Provider represents that Applicant's participation in the NEMV Arrangement will not cause interruption to Applicant's electric service from Utility. Service Provider further represents and acknowledges that the Applicant's Allocation will be attributable to a portion of electric energy generated from the single Renewable Electrical Generation Facility located or that will be located at a multi-tenant property that shares the same service delivery point with the Applicant's electric service meter consistent with the Utility NEMV Schedule requirements and California Public Utilities Commission (CPUC) Decisions 11-07-031 and 08-10-036 (as the same may be modified or amended from time to time).

13. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. This Agreement is made and

entered into for the protection and legal benefit of the Applicant and the Service Provider and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement. This Agreement may be assigned by Applicant to an assignee or sublessee of the premises located at Applicant's Service Address, provided Applicant has provided prior written notice to the Service Provider and received written consent to such assignment; provided, however, if Service Provider has not provided a written response within thirty (30) days of receipt of such prior written notice by Applicant, such failure to respond shall be considered consent by Service Provider for purposes of this Section 13. 14. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations noticed in writing. If the matter is not resolved within thirty (30) days of the notice date of such negotiations, either party may initiate binding arbitration proceedings. The arbitration shall be adjudicated by one retired judge or justice from a JAMS Inc. ("JAMS") panel, shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator.

15. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction. This Agreement may not be assigned, in whole or in part, to another party.

16. Correspondence regarding this Agreement and administration of the Services should be sent electronically or mailed to the Service Provider at the following contact points:

Blue Sky Utility
P.O. Box 5571
Napa, CA 94581
(408) 693-4046
mike@blueskyutility.com

17. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said commission may, from time to time, direct in the exercise of its jurisdiction.

18. This Agreement may be executed by the Parties in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

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SOLAR SERVICES PARTICIPATION AGREEMENT

This Solar Services Participation Agreement ("Agreement"), dated 11/10/15 between Pace Solar ("Applicant") and Blue Sky Utility LLC ("Service Provider") establishes and governs the provision of solar energy services ("Services") by Service Provider to Applicant during the time period commencing on the later to occur of (i) the signature date of this Agreement or (ii) the date that the Service Provider's NEMV Arrangement (as defined below) has been approved and commences (as applicable, "Commencement Date"), and ending in accordance with the terms and conditions contained herein.

Applicant Service Address (please include building number, street, apartment number (if applicable), city, and state):

Meter Location: 1955 W Texas St. Ste. #190, Fairfield
CA 94533

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the "NEMV Arrangement") for Winery Square Station, L.P. ("Landlord") for its multi-Lessee property commonly referred to as Winery Square and located in Fairfield, CA ("Property"), which NEMV Arrangement shall be administered under the terms of PG&E (Utility) and A1X rate schedule, whose terms may be amended or revised from time to time (the "NEMV Schedule")¹;

WHEREAS, Service Provider intends to install, own and operate a solar photovoltaic electric generating facility (hereinafter the "Renewable Electrical Generation Facility") at the Property to generate solar energy;

WHEREAS, Applicant is a tenant of the Landlord's Property and seeks to engage Service Provider to provide the Services and deliver solar energy credits to Applicant in accordance with the NEMV Schedule; and

WHEREAS, the Service Provider wishes to perform the Services on behalf of the Applicant subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Applicant affirms that Applicant, pursuant to that certain lease agreement with the Landlord dated 11/10/15 (as amended, "Applicant's Lease"), leases certain premises from Landlord located at the address above, herein referred to as "Applicant's Service Address." Applicant further affirms that such address identifies premises that are interconnected to and takes electric service from Utility using a separately or individually metered unit.

¹ The NEMV Schedule can be found here: <http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf>

2. Applicant hereby authorizes Service Provider to act as its independent agent and designee to take all actions deemed reasonably necessary to provide the Services, which will include: (i) participating in the NEMV Arrangement on behalf of the Applicant under the terms of the NEMV Schedule, (ii) discounting a designated portion of Applicant's ongoing electric energy service usage (measured in kWh) with solar energy credits (hereinafter the Applicant's "Allocation"), (iii) establishing and/or reporting Applicant's Allocation to Utility, and (iv) managing and administering Applicant's electric service billing account(s) and payments to Utility for the benefit of Applicant; provided, however, Applicant may retain management and control of its electric service billing account(s) and payments to the Utility if it provides written notice to the Service Provider no later than five (5) days after written notice of the Commencement Date by the Service Provider; provided, further, if Applicant retains management and control of its electric service billing accounts and payments during the term as provided herein, it shall ensure that copies of all Utility invoices and electric service information are delivered to Service Provider no later than three (3) days of receipt of such invoices or electric service information from the Utility.

3. Applicant shall be entitled to receive all solar energy credits attributable to its Allocation, and agrees to be solely responsible for all costs, billing, invoices, and any other charges associated with the provision of electric service by Utility under the NEMV Schedule to the Applicant's Service Address.

4. Service Provider will provide notice of Applicant's Allocation during the first monthly billing period of Applicant's participation in the NEMV Arrangement. The Allocation will be equal to a fixed percentage share of the Renewable Electrical Generation Facility's solar energy production during each monthly billing period. Applicant's Allocation may be modified by Service Provider from time to time in accordance with Paragraph 7. Per the NEMV Schedule, each month Service Provider will manage and apply the Utility discount to Applicant's electric service use in an amount equal to the solar energy credit Allocation. Applicant acknowledges and agrees it will not have any rights or interests in, nor be entitled to claim or receive, the actual electric energy output of, or any other economic benefit attributable to, the Renewable Electrical Generation Facility or its production, other than any Utility credits attributable to Applicant's Allocation under the NEMV Schedule.

5. Applicant agrees to promptly comply with any request to provide Service Provider copies of any documents, records, or electric service metering information that are reasonably necessary to enable Service Provider to implement this Agreement or substantiate any claim, charge, or calculation made by the Applicant under this Agreement. Service Provider agrees to provide Applicant, upon request, commercially reasonable information about Applicant's participation in the NEMV Arrangement or the Renewable Electrical Generation Facility's production.

6. For each applicable monthly billing period during the Term (defined in Section 9 below), Applicant agrees to pay Service Provider for the Services, and Service Provider accepts as payment from Applicant therefor, an amount equal to 95% of the cost (calculable in U.S. dollars) that Applicant would have been required to pay to Utility for the electric service attributable to or associated with the solar energy credits that Applicant receives per its Allocation. For the sake of clarity, the Services fee payment will be calculated based on the amount of kWhs delivered by Utility to the Applicant's Service Address during the prior monthly billing period that equals the Applicant's Allocation, multiplied by the applicable Utility electric service rate under Applicant's Utility otherwise-applicable metered rate schedule ("OAS"), taking into account the applicable OAS terms and conditions (including time of day and seasonable adjustments) that include all components of the standard rate tariff including taxes, surcharges, or any other charges included in the OAS rate tariff that continue to be charged or would have otherwise been charged as part of Applicant taking electric service from Utility with respect to the Allocation; provided, however, the Service Provider will not invoice or charge the Applicant for any fees or charges directly associated with Applicant's participation in the NEMV Arrangement if those fees or charges would not have otherwise been incurred. In addition to the Services fee payment, for each

applicable monthly billing period during the Term the Applicant shall transfer and pay to Service Provider (acting as Applicant's agent pursuant to Section 2(iv)) all amounts identified by Utility as due to owing for Applicant's receipt and use of electric service not attributable to or associated with the Allocation.

7. Throughout the term, Service Provider shall prepare and render to Applicant within ten (10) business days after the end of each month an invoice for the Services as calculated pursuant to Paragraph 6 above. Each invoice will contain a copy of each Utility performance report on the amount of electricity generated by the Renewable Electrical Generation Facility during the prior month. Applicant's Payment shall be made by any method acceptable to Service Provider on or before the thirtieth (30th) day following receipt by Applicant of Service Provider's invoice. If the Applicant fails to pay and transfer the Services fee when due under this Agreement for any reason, the Service Provider shall have the right to revise, modify or otherwise change the Applicant's Allocation.

8. Service Provider will operate and maintain the applicable Renewable Electrical Generation Facility consistent with prudent industry practices and in a manner to generate electric energy for delivery to Utility in accordance with the terms and conditions of the Utility NEMV Schedule. Service Provider shall retain all right, title and interest to all environmental attributes or solar energy attributes generated by or associated with the Renewable Electrical Generation Facility.

9. This Agreement shall expire on the earlier to occur of (i) the date Applicant's Lease expires by its terms or is terminated, (ii) the Renewable Electrical Generation Facility ceases to produce solar energy and is removed from the Landlord's property, or (iii) other termination of this Agreement pursuant to the terms hereof (as applicable, "Termination Date"). The period commencing on the Commencement Date and ending on the Termination Date shall be referred to herein as the "Term." If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all Services fees or charges that are attributable to providing the Services prior to the date of termination.

10. Applicant agrees that Service Provider shall not be held responsible and will be indemnified by Applicant for any damages resulting from Service Provider's failure to perform any part of this Agreement as a result of Applicant's failure to pay the Services fee or its breach of this Agreement. Notwithstanding any provisions hereunder to the contrary, Service Provider reserves the right to discontinue the provisions Services to the Applicant for Services fee non-payment that is not cured within sixty (60) days following receipt by Applicant of Service Provider's invoice under Section 6 and 7. Applicant further acknowledges and agrees that Landlord is not a party to this Agreement shall not be liable for any costs, claims, damages, liabilities or issues arising from the terms and conditions of this Agreement.

11. The Parties hereby warrant that the persons executing this Agreement are authorized to execute and obligate the respective Parties to perform under this Agreement in accordance with its terms.

12. Service Provider represents that Applicant's participation in the NEMV Arrangement will not cause interruption to Applicant's electric service from Utility. Service Provider further represents and acknowledges that the Applicant's Allocation will be attributable to a portion of electric energy generated from the single Renewable Electrical Generation Facility located or that will be located at a multi-tenant property that shares the same service delivery point with the Applicant's electric service meter consistent with the Utility NEMV Schedule requirements and California Public Utilities Commission (CPUC) Decisions 11-07-031 and 08-10-036 (as the same may be modified or amended from time to time).

13. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. This Agreement is made and

entered into for the protection and legal benefit of the Applicant and the Service Provider and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement. This Agreement may be assigned by Applicant to an assignee or sublessee of the premises located at Applicant's Service Address, provided Applicant has provided prior written notice to the Service Provider and received written consent to such assignment; provided, however, if Service Provider has not provided a written response within thirty (30) days of receipt of such prior written notice by Applicant, such failure to respond shall be considered consent by Service Provider for purposes of this Section 13. 14. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations noticed in writing. If the matter is not resolved within thirty (30) days of the notice date of such negotiations, either party may initiate binding arbitration proceedings. The arbitration shall be adjudicated by one retired judge or justice from a JAMS Inc. ("JAMS") panel, shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator.

15. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction. This Agreement may not be assigned, in whole or in part, to another party.

16. Correspondence regarding this Agreement and administration of the Services should be sent electronically or mailed to the Service Provider at the following contact points:

Blue Sky Utility
P.O. Box 5571
Napa, CA 94581
(408) 693-4046
mike@blueskyutility.com

17. This Agreement shall at all times be subject to such changes or modifications by the CPUC as said commission may, from time to time, direct in the exercise of its jurisdiction.

18. This Agreement may be executed by the Parties in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the signature date.

PROVIDER

Blue Sky Utility LLC

Signature



Name of Authorized Representative

Ran Bujanover

Title

President

Phone

4155132707

Date

APPLICANT

Pace Solano

Signature



Name of Authorized Representative

Patty Ramirez

Title

Chief Financial Officer

Phone

707-448-2283

SOLAR SERVICES PARTICIPATION AGREEMENT

This Solar Services Participation Agreement ("Agreement"), dated 08/14/2016, between Blue Sky Utility LLC ("Applicant") and Blue Sky Utility LLC ("Service Provider"), constitutes and contains the entire agreement between the parties hereto relating to the subject matter hereof, superseding all prior negotiations, understandings, agreements and discussions between the parties hereto, whether oral or written, relating to the subject matter hereof, and shall supersede any and all prior documents, agreements, contracts, correspondence, memorandums, notes, and other writings, whether written or oral, between the parties hereto relating to the subject matter hereof, except as otherwise provided herein.

Applicant Service Address (please include building number, street, apartment number if applicable, city, and state): 101 W. Main St., Suite 100, Fortuna, CA 95536

Meter Location: _____

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the "NEMV Program") at the address above, which will allow the Applicant to generate electricity and sell it to the electric utility company referred to as Winery Square and located in Fortuna, CA ("Property"), which NEMV Program will be administered by the Northern California Energy Association ("NCEA"), which terms may be amended or revised from time to time (the "NEMV Schedule");

WHEREAS, Service Provider needs to install, own and operate a solar photovoltaic electric generating facility (hereinafter the "Renewable Electrical Generation Facility") on the Property to generate solar energy;

WHEREAS, Applicant is a tenant of the Landlord's Property and wishes to engage Service Provider to provide services and deliver solar energy credits to Applicant in accordance with the NEMV Schedule; and

WHEREAS, the Service Provider wishes to perform the Services on behalf of the Applicant subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **APPLICANT** (as intended, "Applicant's Lessee"), leases certain real property from the Landlord at the address above, herein referred to as "Applicant's Service Address." Applicant further agrees that such lease contains a non-disturbance provision and takes notice, wherefrom nothing to the contrary appearing, that the Landlord has granted to the Service Provider the right to occupy and use such property under the terms and conditions of this Agreement.

2. The NEMV Schedule can be found here: http://www.nceainc.org/ceat/nemv/nemv_schedule.pdf.

Compiled Winery SSPAs Counter Executed

Adobe Sign Document History

08/14/2016

Created:	08/14/2016
By:	Ran Bujanover (ran@blueskyutility.com)
Status:	SIGNED
Transaction ID:	CBJCHBCAABAAoGWDotr6zkLabOnFgj6lbEdrUpFxmaDI

"Compiled Winery SSPAs Counter Executed" History

-  Document created by Ran Bujanover (ran@blueskyutility.com)
08/14/2016 - 7:53:17 PDT - IP address: 50.185.146.213
-  Document e-signed by Ran Bujanover (ran@blueskyutility.com)
Signature Date: 08/14/2016 - 8:05:24 PDT - Time Source: server - IP address: 50.185.146.213
-  Signed document emailed to barend@blueskyutility.com and Ran Bujanover (ran@blueskyutility.com)
08/14/2016 - 8:05:24 PDT



Adobe Sign