

AMENDED AND RESTATED SOLAR SERVICES PARTICIPATION AGREEMENT

This Amended and Restated Solar Services Participation Agreement ("**Agreement**"), dated January 23, 2017 between PASSCO HANFORD MALL, LLC, a Delaware limited liability company ("**Applicant**" or "**Landlord**") and BLUE SKY UTILITY LLC, a California limited liability company ("**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. Service Provider and Applicant are sometimes referred to herein as a "**Party**" or collectively as the "**Parties**".

Applicant Service Address (please include building number, street, apartment number (if applicable), city, and state): The "Hanford Mall" located at 1675 West Lacey Boulevard, Hanford, California 93230

Master Meter Locations: On Site Meter Number V349P-00366 and On Site Meter Number V349P-00183

RECITALS

WHEREAS, Service Provider desires to establish a virtual net metering program (hereinafter the "**NEMV Arrangement**") for PASSCO HANFORD MALL, LLC, a Delaware limited liability company for certain areas which receive electrical service through master meters controlled by Landlord and specified herein above (together, the "**Master Meters**") of its multi-Lessee enclosed mall retail property commonly referred to as Hanford Mall located at 1675 West Lacey Boulevard, Hanford, California 93230 ("**Property**"), which NEMV Arrangement shall be administered under the terms of Southern California Edison Company's (SCE) Electric Rate Schedule NEM-V and Schedule NEM (collectively to mean Virtual Net Metering for a Multi-Tenant or Multi-Meter Properties or single meter Net Energy Metering), 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**") on certain areas of the roof of the enclosed mall and certain adjacent buildings at the Property as more particularly described in the Lease (the "**Leased Rooftop Premises**") to generate solar energy for certain areas owned or leased by Landlord or Applicant in accordance with the terms of that certain Renewable Energy Generating System Lease Agreement dated February 1, 2016 between Applicant, as landlord, and Service Provider, as lessee (the "**Original Lease**"). The Original Lease was subsequently amended by that certain Letter Agreement dated as of November 7, 2016 (the "**Letter Agreement**"). The Original Lease, as amended by the Letter Agreement, is referred to herein as the "**Lease**";

WHEREAS, Applicant is an owner of certain premises or property within the Property and seeks to engage Service Provider to provide the Services to Applicant in accordance with the NEMV Schedule;

WHEREAS, Applicant and Service Provider entered into that certain Solar Services Participation Agreement dated May 9, 2016 (the "**Original SSPA**"). The parties now wish to amend and restate the Original SSPA as provided in this Agreement, and the Original SSPA shall be of no further force or effect as of the date hereof; and

WHEREAS, the Service Provider agrees to perform the Services on behalf of and for the benefit 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 owns or controls property located at the address above, herein referred to as "Applicant's Service Address" subject to the terms and conditions set forth in the Lease. Applicant further affirms that such address identifies premises that are as of the date hereof interconnected to and takes electric service from SCE using a master metered or separately or individually metered unit.

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) designating a portion of the electric energy generated by the Renewable Electrical Generation Facility to the Applicant (hereinafter the Applicant's "**Allocation**") as is specified in Section 4, and (iii) establishing and/or reporting Applicant's Allocation to SCE.

3. Applicant agrees to be solely responsible for all costs, billing, invoices, and any other charges associated with the provision of electric service by SCE to the Applicant's Service Address.

4. Applicant's Allocation shall be 100% of the Actual Production of the Renewable Electrical Generation Facility. "**Actual Production**" means for any period, the actual net electrical production, in kWh, of the Renewable Electrical Generation Facility. Applicant's Allocation may be modified by Service Provider from time to time as expressly set forth and in accordance with Section 7 but in no event shall such Allocation at any time be less than 60% of the Actual Production of the Renewable Electrical Generation Facility; provided, however, Applicant shall at all times continue to receive Percentage Rent as defined in and pursuant to the terms of the Lease including, but not limited to, with respect to any actual gross revenues received by Service Provider from the sale of Allocated Credit or other sale of electric energy output to third parties, which revenues the parties agree are included in the definition of Gross Revenues under the Lease. 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 SCE credits attributable to Applicant's Allocation under the NEMV Schedule or as otherwise expressly provided in the Lease. During the Term of this Agreement (as defined in

Section 9), Service Provider shall cause the Allocated Credits (defined below) under the NEMV Schedule to be reflected as credits on the SCE invoices for Applicant's accounts for the Master Meters.

5. Applicant agrees to promptly comply with any reasonable request to provide Service Provider copies of any documents, records, or electric service metering information that relate to the Renewable Electrical Generation Facility, are in Applicants control or possession and reasonably necessary to enable Service Provider to implement this Agreement. Service Provider agrees to provide Applicant, promptly upon request, commercially reasonable information about Applicant's participation in the NEMV Arrangement or the Renewable Electrical Generation Facility's production, including copies of any related documents or records.

6. For each applicable monthly billing period during the Term of this Agreement, Applicant agrees to pay Service Provider for the Services, and Service Provider accepts as payment from Applicant therefor, an amount equal to 100% of the cost (calculable in U.S. dollars) that Applicant would have been required to pay to SCE for the electric energy equivalent of the "Allocated Credits" (as such term is defined in the NEMV Schedule) attributable to Applicant's Allocation, subject to the terms of the Lease. For the sake of clarity, the Services fee payment will be calculated by multiplying the applicable Allocated Credits (measured in kWh) by the SCE electric service rate under Applicant's SCE 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 SCE with respect to the Allocated Credits; 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.

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 Section 6 above. Each invoice will contain a factually accurate copy of each SCE 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, and such failure is not cured within ten (10) days after written notice from Service Provider, the Service Provider shall have the rights pursuant to Section 19 below.

8. Service Provider will at all times during the term 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 SCE in accordance with the terms and conditions of the SCE NEMV Schedule and the Lease and consistent with the prudent industry practice. 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 or the date Applicant is no longer the owner of the Property, (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 less any amounts then due and owing Applicant as "Landlord" under the Lease by Service Provider as "Tenant" under the Lease.

10. Applicant agrees that Service Provider shall not be held responsible 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 Applicant's breach of this Agreement after any applicable notice and cure period. Notwithstanding any provisions hereunder to the contrary, Service Provider reserves the right to discontinue providing the Services to the Applicant in the event of Services fee non-payment other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from Service Provider of such failure to pay that is not cured within sixty (60) days following receipt by Applicant of Service Provider's invoice under Section 6 and 7.

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 SCE. Service Provider shall take all necessary action to establish Applicant's Allocation from the single Renewable Electrical Generation Facility in accordance with the SCE 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.

(a) This Agreement may be assigned by Applicant to an assignee or sublessee of the Property, provided Applicant has provided prior written notice to the Service Provider.

(b) Except as provided in this Section, Service Provider shall not have the right to assign, sublease or pledge any of its rights, duties or obligations under this Agreement to any entity or person without the prior written consent of Applicant, which shall not be unreasonably withheld by Applicant. No such assignment shall be deemed the acceptance of the assignee, or a release of Service Provider from the further performance by Service Provider of its

obligations under this Agreement. Any assignment or sublease consented to by Applicant shall not relieve Service Provider (or its assignee or subtenant) from obtaining Applicant's consent to any subsequent assignment or sublease. Notwithstanding anything contained in this Agreement to the contrary, Service Provider shall have the right, without the necessity of obtaining Applicant's consent but upon at least thirty (30) days' prior notice, to assign this Agreement (i) to the parent, a wholly owned subsidiary or an affiliate of Service Provider, or in the event of (ii) a merger or consolidation of Service Provider and another corporation or legal entity, or (iii) a sale of all or substantially all of the stock, or assets of Service Provider; provided that (A) Service Provider is not in default under this Agreement or the Lease beyond any applicable cure period, (B) the assignee's primary business is the providing of solar energy and administration of virtual net metering in accordance with the terms and conditions of the SCE NEMV Schedule and consistent with the prudent industry practice, (C) the assignee assumes in writing the full obligations on the part of the Service Provider under this Agreement and on the part of the lessee under the Lease, and (D) the assignee is of good credit and reputation in the business community and shall have a net worth of at least that of Service Provider as of the date of this Agreement and otherwise sufficient to perform the obligations of Service Provider hereunder (as determined by Applicant), provided that in determining the net worth of the assignee the fair market value of the REGS and any other assets of the assignee shall be taken into account. Upon Service Provider's submission of a request for Applicant's consent to any such transfer, Service Provider shall pay the applicable standard processing fee and reasonable attorneys' fees and costs incurred in connection with the proposed transfer, which the parties hereby stipulate to be One Thousand Five Hundred and No/100 Dollars (\$1,500.00), unless Applicant provides to Service Provider evidence that Applicant has incurred greater costs in connection with the proposed transfer. Applicant shall have no liability to Service Provider or to any proposed transferee for damages if it is adjudicated that Applicant's consent has been unreasonably withheld and such unreasonable withholding of consent constitutes a breach of this Agreement or other duty to Service Provider, the proposed transferee or any other person on the part of Service Provider. In such event, Service Provider's sole remedy shall be to have the proposed transfer declared valid as if Applicant's consent had been duly and timely given (although Service Provider shall be entitled to reasonable attorneys' fees if it is determined to be the prevailing party in such litigation). Service Provider hereby specifically waives its rights under California Civil Code Section 1995.310 (and any successor provision) and agrees that the rights of Service Provider for failure of Applicant to consent to a transfer shall be governed by this Section 13(b). Notwithstanding the foregoing, this Agreement may not be assigned by Service Provider pursuant to the foregoing without concurrently assigning its rights and obligations as lessee under the Lease to the same assignee as permitted under the Lease.

(c) Assignment/Financing. Notwithstanding anything to the contrary contained herein and with specific reference to Section 13(b) above, Service Provider shall be permitted to assign this Agreement and/or the Renewable Electrical Generation Facility as collateral security in connection with any financing of the Renewable Electrical Generation Facility, subject to the terms and conditions set forth in Exhibit H of the Lease (Exhibit H of the Lease is hereby incorporated herein by reference, provided that the Parties agree that for purposes of this Agreement, all references in Exhibit H to (i) "**Landlord**" shall be deemed to be to "**Applicant**"; (ii) all references to "**Lessee**" shall be deemed to be to "**Service Provider**"; and (iii) all references to the "**Lease**" shall be deemed to be to this "**Agreement**"). In the event Service Provider obtains such financing, Service Provider shall notify Applicant of the identity

of any such financing party and the terms and conditions set forth in Exhibit H of the Lease shall apply with respect thereto. Notwithstanding any provision to the contrary herein or in Exhibit H of the Lease, Applicant shall not be required to subject its fee estate and interest in the Leased Rooftop Premises or any portion of the Property to the lien of any leasehold financing or mortgage sought or obtained by Service Provider.

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. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

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 address:

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

And to the Applicant at the following address:

PASSCO Hanford Mall, LLC
c/o Hanford Mall
1675 West Lacey Boulevard
Hanford, CA 93230
(559) 583-1200 Telephone
(559) 583-1288 Facsimile
Attn: General Manager

With a copy to:

PASSCO Hanford Mall, LLC
c/o PASSCO Management Services, LP, Inc.
2050 Main Street, Suite 650
Irvine, California 92606
Attention: Asset Manager/ Hanford Mall
(949) 442-1000 Telephone
(949) 442-2460 Facsimile
Attn: Asset Manager/Hanford Mall

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. Service Provider Default. If any one or more of the following events (a "**Service Provider Default**") shall happen:

(a) if a default shall be made in the payment of any sums due hereunder or in applying the Allocated Credits under the NEMV Schedule to the SCE invoices for Applicant's accounts for the Master Meters which is not cured within five (5) days after notice thereof to Service Provider;

(b) if a default shall be made by Service Provider in the breach of any representation or warranty of Service Provider herein, or in the performance of or compliance with any of the covenants and agreements of this Agreement other than those referred to in the foregoing subsection (a), that is not cured within thirty (30) days after written notice thereof from Applicant to Service Provider (provided, that if Service Provider proceeds with due diligence during such thirty (30) day period to cure such default and is unable by reason of the nature of the work involved to cure the same within the said thirty (30) days, such thirty (30) day period shall be extended by the time reasonably necessary to cure the same);

(c) if Service Provider becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or other competent jurisdiction (a "**Bankruptcy Event**"); or

(d) or if Service Provider shall default as lessee under the terms of the Lease (beyond any applicable cure period),

(e) Upon any such event, Applicant at any time thereafter may give written notice to Service Provider specifying such Service Provider Default and terminate this Agreement or exercise any other rights or remedies Applicant may have under this Agreement, the Lease, at law or equity. In addition, if Service Provider causes or contributes to a material interruption in the operation of the Renewable Electrical Generation Facility and/or Applicant's electrical service from SCE and is unable to remedy such interruption in the period required herein, Applicant's damages hereunder shall include an amount equal to the actual additional costs for electrical service incurred by Applicants and Participating Tenants (as defined in the Lease) as a result thereof. Service Provider represents that Applicant's participation in the NEMV Arrangement will not cause interruption to Applicant's electric service from SCE. No termination of this Agreement resulting from a Service Provider Default shall relieve Service Provider of its liability and obligations under this Agreement and as lessee under the Lease, and such liability and obligations shall survive any such termination.

19. Applicant Default. If any one or more of the following events (an "**Applicant Default**") shall happen: a default shall be made by Applicant in the breach of any representation or warranty of Applicant herein, or in the performance of or compliance with any of the covenants and agreements of this Agreement, or a failure to pay any amount due and payable

under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from Service Provider of such failure to pay, and such default shall continue for a period of thirty (30) days after written notice thereof from Service Provider to Applicant (provided, with respect to any Applicant Default that is not due to a failure to pay, that if Applicant proceeds with due diligence during such thirty (30) day period to cure such default and is unable by reason of the nature of the work involved to cure the same within the said thirty (30) days, such thirty (30) day period shall be extended by the time reasonably necessary to cure the same), then and in any such event, Service Provider at any time thereafter, but only during the period of such Applicant Default, may pursue as its sole remedies: (i) to reduce Applicant's Allocation, subject to the terms and conditions of Section 4, (ii) to enter into agreements to provide Allocated Credit or otherwise sell electric energy output to third parties, subject to the terms and conditions of Section 4, in which event Applicant shall not intentionally or willfully interfere with such efforts, or (iii) an action for its actual damages or for specific performance. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IN THE EVENT APPLICANT IS IN BREACH OR DEFAULT WITH RESPECT TO APPLICANT'S OBLIGATIONS OR OTHERWISE UNDER THIS AGREEMENT, SERVICE PROVIDER SHALL LOOK SOLELY TO THE AMOUNT OF EQUITY THAT APPLICANT HAS IN THE BUILDING(S) WHERE THE LEASED ROOFTOP PREMISES ARE LOCATED FOR THE SATISFACTION OF SERVICE PROVIDER'S REMEDIES AND THE RENTS, INSURANCE PROCEEDS AND OTHER INTEREST THEREFROM. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT APPLICANT'S LIABILITY UNDER THE TERMS, COVENANTS, CONDITIONS, WARRANTIES AND OBLIGATIONS OF THIS AGREEMENT AND AS LANDLORD UNDER THE LEASE SHALL IN NO EVENT IN THE AGGREGATE EXCEED THE AMOUNT OF APPLICANT'S EQUITY INTEREST IN THE BUILDING(S) WHERE THE DEMISED PREMISES ARE LOCATED.

20. Each Party agrees and acknowledges that all representations and warranties made by one party to the other under Sections 23 and 24 of the Original Lease shall be representations and warranties hereunder for purposes of this Agreement as of the date of execution provided that for purposes of such representation and warranties for this Agreement, all references to (i) Landlord shall be deemed to be to Applicant; (ii) Lessee shall be deemed to be to Service Provider; and (iii) the Lease shall be deemed to be to this Agreement.

21. The Parties agree and acknowledge that the NEMV Schedule establishing the terms and conditions for the provisions of Services, may be the subject of government action (including California Public Utilities Commission orders or court challenge) during the Term, and that such action(s) could adversely affect the existence or transferability of the Services or Allocated Credits, or the eligibility of the tenants or the Parties to participate in a program under the NEMV Schedule or otherwise alter the requirements of the NEMV Schedule to make the Services or Allocated Credits unavailable or dramatically diminished or increased in value. Unless otherwise specifically specified in writing by the Parties, if government action or SCE action of general applicability to all service providers who are then providing comparable Services to other retail projects similar to the Property in terms of size and function located in Southern California (and not due to any breach of this Agreement, the NEMV Schedule or violation of applicable law or regulations by Service Provider), materially and adversely changes in any material respect the value of the Services or the Allocated Credits (including a

cancellation of the NEMV Schedule), or to the extent that government action of general applicability to all solar electricity providers renders the Allocated Credits or administration of the Services illegal under applicable law, then the Parties shall engage in good faith negotiations to amend this Agreement to address such action(s), and to revise the terms and conditions hereof in a manner that achieves the original intent of the Parties. If after a period of ninety (90) days from the commencement of such good faith negotiations, unless otherwise extended by mutual agreement of the Parties, either Party shall have the right, but not the obligation, to terminate this Agreement with no further obligation to the other Party.

22. Neither Party will be liable for consequential, incidental, punitive, special exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or under contract under any indemnity provision or otherwise, except as may be set forth in the Lease.

23. Service Provider shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed, and approved by Applicant, such approval not to be unreasonably withheld, conditioned or delayed, and shall provide any work lien free in a good and workmanlike manner and in accordance with applicable industry standards.

24. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Applicant shall submit to Service Provider for approval any press releases regarding Applicant's use of solar or renewable energy related to the Renewable Electrical Generation Facility and shall not submit for publication any such releases without the written approval of Service Provider, except as may be required to comply with applicable law or in connection with the sale, financing or refinancing of the Property (in which event Applicant will notify Service Provider of such requirement prior to publishing any such releases). Approval shall not be unreasonably withheld (and any reasonable disapproval shall clearly state the reasons for such disapproval and what changes must be made to overcome such disapproval), and Service Provider's review and approval shall be made in a timely manner to permit Applicant's timely publication. If Service Provider fails to timely approve such publications and such failure continues for three (3) business days after delivery of a second (2nd) request for approval, then such approval shall be deemed to be given.

25. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Applicant will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the Renewable Electrical Generation Facility.

26. This Agreement, together with any Exhibits, and the Lease completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law.

27. Except for Financing Parties (as defined in the Lease and with respect to rights under Section 13(c) of this Agreement) and Successor Providers, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

28. 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.

29. Subordination of Agreement and Service Provider Attornment. Subject to Section 23(b) of the Lease, this Agreement is subordinate to the lien of all mortgages, deeds of trust, security instruments, ground leases, easement agreements and any covenants, conditions and restrictions (collectively, "**Superior Interests**") now or hereafter covering all or any part of the Property, and to all amendments, modifications, consolidations, renewals, replacements and extensions thereof. Service Provider also agrees that, if any mortgagee elects to have this Agreement prior to the lien of its mortgage and signifies such election in the instrument creating its lien, or by separate recorded instrument, this Agreement shall be prior in dignity to such mortgage. In the event of any proceedings brought for the enforcement of any instrument of any Superior Interest holder (including but not limited to a mortgage or lease), Service Provider shall, upon demand by the Superior Interest holder, attorn to and recognize such Superior Interest holder as Applicant under this Agreement. In the event of a sale or assignment of Applicant's interest under this Agreement, Service Provider shall attorn to and recognize such purchaser or assignee as Applicant under this Agreement without further act by Applicant or such purchaser or assignee. Service Provider hereby waives its rights under any current or future law which gives or purports to give Service Provider any right to terminate or otherwise adversely affect this Agreement and the obligations of Service Provider hereunder in the event of any such foreclosure proceeding or sale.

30. Estoppel Certificates and Financials. Applicant and Service Provider shall execute and deliver to each other, within twenty (20) days after receipt of a written request therefor, a certificate evidencing whether or not (i) this Agreement is in full force and effect; (ii) this Agreement has been modified or amended in any respect and describing such modifications or amendments, if any; and (iii) there are any existing defaults thereunder to the current actual knowledge of the party executing the certificate, and specifying the nature of such defaults, if any. If Applicant desires to finance, refinance, or sell the Property or any portion thereof, Service Provider and all guarantors of Service Provider's obligations hereunder, if any, shall deliver to any potential lender or purchaser designated by Applicant such financial statements of Service Provider as may be reasonably required by such lender or purchaser, including but not limited to Service Provider's financial statements for the past three (3) years. All such financial statements shall be received by Applicant and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

31. Nothing herein shall in any manner amend, modify or waive any terms or conditions set forth in the Lease, and this Agreement shall remain subject to all the terms and conditions of the Lease.

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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 dates.

PROVIDER

BLUE SKY UTILITY LLC,
a California limited liability company

By: _____

Ran Bujanover, President

Phone: 415-513-2707

Date: 1/23/17

ON BEHALF OF APPLICANT

PASSCO HANFORD MALL, LLC,
a Delaware limited liability company

By: Passco Management Services, LP,
a California limited partnership
Its: General Partner

By: Passco Property Management, Inc.,
a California corporation
Its: General Partner

By: _____

Todd Siegel, Vice President
Retail

Phone: 949.263.7965

Date: 1-24-17