

*Recording requested by and
After recording return to:*

RE ASTORIA 2 LLC
c/o Recurrent Energy, LLC
300 California Street, 7th Floor
San Francisco, California 94104
Attention: Office of the General Counsel

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this “Agreement”) is entered into as of _____, 2015, by and among RE ASTORIA 2 LANDCO LLC, a Delaware limited liability company (“Owner”); RE ASTORIA 2 LLC, a Delaware limited liability company (“Lessee”); SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (“SCPPA”), a joint powers agency and a public entity organized under the laws of the State of California and created under the provisions of the California Joint Exercise of Powers Act (California Government Section 6500 *et seq.*) (the “Act”), the POWER AND WATER RESOURCES POOLING AUTHORITY (“PWRPA”), a joint powers authority and a public entity organized under the laws of the State of California and created under the provisions of the Act, the CITY OF LODI (“Lodi”), a California municipal corporation organized and existing under the laws of the State of California, the CITY OF CORONA (“Corona”), a California municipal corporation organized and existing under the laws of the State of California, the CITY OF MORENO VALLEY (“Moreno Valley”), a California municipal corporation organized and existing under the laws of the State of California, and the CITY OF RANCHO CUCAMONGA (“Rancho Cucamonga”), a California municipal corporation organized and existing under the laws of the State of California (SCPPA, PWRPA, Lodi, Corona, Moreno Valley, and Rancho Cucamonga, collectively, “Fee Secured Party”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement (defined below)) (together with its successors and permitted assigns and in such capacity, “Collateral Agent”).

R E C I T A L S :

A. Owner and Lessee entered into an Amended and Restated Land Lease dated as of October __, 2015 (as it may be amended, modified or supplemented, the “Lease”) [as evidenced by the certain Memorandum of Land Lease dated as of October __, 2015 and recorded on October __, 2015 as Book _____, Page _____ of the real property records of Kern County, California (the “Official Records”), which Lease covers certain real property located in Kern County, California (the “Property”), for the development, construction and operation by Lessee of a solar energy project (the “Project”) pursuant to the terms of the Lease.

B. Fee Secured Party is the beneficiary of a Deed of Trust, Security Agreement and Fixture Filing executed by Owner in favor of _____, as Trustee, for the benefit of Fee

Secured Party, dated as of _____ and recorded on _____ as Book _____, Page _____ of the Official Records (as the same may have been or may hereafter be amended, modified, renewed, extended or replaced, collectively, the "Deed of Trust").

C. Fee Secured Party and Owner have entered into that certain Land Option Agreement dated as of [_____], 2015 (the "Land Option Agreement"), pursuant to which Owner has granted Fee Secured Party an option (the "Land Purchase Option") to purchase the Property in accordance with the terms and conditions thereof. [Note to Draft: Please include reference to the Memorandum.]

D. Lessee is entering into that certain Credit Agreement dated as of _____, 2015 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), with the financial institutions party thereto (the "Leasehold Lenders") and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent (together with its successors and assigns in such capacity, the "Administrative Agent"), pursuant to which the Leasehold Lenders have agreed to make loans to Lessee on the terms and conditions set forth therein, which loans will be secured by a leasehold deed of trust ("Leasehold DOT") granted by Lessee for the benefit of Collateral Agent.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For purposes of this Agreement, the term "Lease" shall mean the Lease, as modified by that certain Consent, Estoppel and Agreement dated as of the date hereof among Owner, Lessee and Collateral Agent.

2. Non-Disturbance.

(a) Fee Secured Party hereby agrees, on behalf of itself, any purchaser at a foreclosure sale or any other person or entity to whom Owner's interest in the Property passes from Owner by operation of law or any other means, that if Fee Secured Party or any of the foregoing persons or entities, purchases at a foreclosure or otherwise, such that it becomes the successor to Owner as owner of the Property claiming by or through Fee Secured Party, any assignee or successor-in-interest to Fee Secured Party, so long as no Event of Default (as defined under the Lease) by Lessee exists, for avoidance of doubt, taking into account all applicable notice, grace and cure periods set forth therein, including, without limitation, Collateral Agent's cure rights that are specified for secured lenders under the Lease, (i) the Lease shall continue in full force and effect as a direct agreement between Fee Secured Party (or any assignee or successor-in-interest to Fee Secured Party or any person or entity that becomes the successor to Owner as owner of the Property) and Lessee and/or Collateral Agent, as the case may be, and (ii) Lessee's quiet possession and occupancy of the Property and Lessee's and Collateral Agent's rights and privileges under the Lease shall not be disturbed by Fee Secured Party, any assignee or successor-in-interest to Fee Secured Party or any person or entity that becomes the successor to Owner as owner of the Property claiming by or

through Fee Secured Party, any assignee or successor-in-interest to Fee Secured Party. Fee Secured Party shall not join Lessee as party to any action or proceeding brought as a result of a default by Owner under the Deed of Trust or any other document associated with the Deed of Trust, unless such joinder is required in order to complete the action or proceeding. In the event the Collateral Agent or any of the Secured Parties acquire Lessee's interest in the Lease by foreclosure, deed in lieu of foreclosure, or otherwise, Fee Secured Party shall recognize the Collateral Agent or the Secured Parties as having all rights of Lessee under the Lease and this Agreement.

(b) If Owner's interest in the Lease is acquired by Fee Secured Party, whether by purchase and sale, foreclosure, deed in lieu of foreclosure, or in any other way, action, or proceeding, or by any assignee or successor to Fee Secured Party, including, without limitation, any purchaser at a foreclosure sale, Fee Secured Party, Fee Secured Party's assignees, or successors-in-interest, or the purchaser at the foreclosure sale shall take the Property subject to the Lease and, subject to the terms of this Section 2(b), shall be bound by all of the undischarged obligations of Owner under the Lease occurring after such foreclosure or other action; provided, however, that Fee Secured Party shall not (i) be bound by any obligation to pay for any damages caused by Owner under the Lease that occurred prior to the date of the transfer of title, (ii) be obligated cure or pay for any uncureable defaults of Owner under the Lease that occurred prior to the date of the transfer of title, (iii) be obligated to pay for any allowances or other amounts under the Lease owed to Lessee that occurred prior to the date of the transfer of title, (iii) be bound by any amendments to the Lease not received by Fee Secured Party prior to the date of any such foreclosure or other action nor consented to by the Fee Secured Party, or (iv) be bound by any prepayment of rent more than one month in advance.

(c) Fee Secured Party hereby agrees to give to Lessee and Collateral Agent copies of all notices of Owner's default(s) under the Deed of Trust concurrently with Fee Secured Party giving any such notice of default to Owner. Each of Owner and Lessee hereby agrees to give to Fee Secured Party copies of all notices of either Lessee's or Owner's default(s) under the Lease concurrently with either Owner or Lessee giving any such notice of default to Lessee or Owner, as the case may be. Lessee and Collateral Agent shall have the right at their respective option, but not the obligation, to remedy any Owner default under the Deed of Trust, or to cause any default of Owner under the Deed of Trust to be remedied. Fee Secured Party shall accept performance by Lessee or Collateral Agent of any term, covenant, condition, or agreement to be performed by Owner under the Deed of Trust with the same force and effect as though performed by Owner.

(d) Except to the extent of the rights set forth in (i) the Power Purchase Agreement dated July 23, 2014 between Fee Secured Party and Lessee (including, but not limited to, the Project Purchase Option and the Right of First Offer defined therein), (ii) the Land Option Agreement between Fee Secured Party and Owner, (iii) the Option Agreement dated as of _____ between Fee Secured Party and Lessee, which provides Fee Secured Party with a purchase option to purchase the Project, (iv) the liens granted pursuant to the Deed of Trust, and the Leasehold DOT (but subject to the terms of the Intercreditor and Subordination Agreement, dated as of the date hereof, between Fee Secured Party and the Collateral Agent), Fee Secured Party hereby agrees that it has no interest in and to the Project, or any equipment, improvements, or fixtures owned or installed by Lessee or its affiliates, successors, assigns, or transferees on the Property leased to Lessee relating to the Project, whether real, personal, or mixed, and that any equipment, improvements, or fixtures owned or installed by Lessee or its affiliates,

successors, assigns, or transferees on the Property leased to Lessee relating to the Project shall remain the property of Lessee and shall be removable by Lessee at any time, subject to the terms and conditions of the Lease.

3. Attornment.

(a) If the interest of Owner in the Lease is acquired by Fee Secured Party, whether by purchase and sale, foreclosure, deed in lieu of foreclosure, or in any other way, action, or proceeding, or by any assignee or successor to Fee Secured Party, including, without limitation, any purchaser at a foreclosure sale, Lessee shall attorn to Fee Secured Party, or its successors and assigns, said attornment to be effective and self-operative immediately upon Fee Secured Party's or its successor's or assign's succeeding to the interests of Owner in the Lease without the execution of any other instruments on the part of any party hereto.

(b) Owner hereby irrevocably authorizes and directs Lessee, upon receipt from Fee Secured Party of written notice that Fee Secured Party has acquired Owner's fee interest in the Property, to pay all rents and other monies payable by Lessee under the Lease to or as directed by Fee Secured Party. Owner irrevocably releases Lessee from any liability to Owner for all payments so made. Lessee agrees that, upon receipt of such notice, it will pay all monies then due and becoming due from Lessee under the Lease to or as directed by Fee Secured Party, notwithstanding any provision of the Lease to the contrary. Such payments shall continue until Fee Secured Party directs Lessee otherwise in writing.

(c) If the interest of the Lessee in the Lease is acquired by the Collateral Agent or any successor or assign of the Collateral Agent's interest in the Leasehold DOT, whether by purchase and sale, foreclosure, deed in lieu of foreclosure, or in any other way, action, or proceeding, or by any assignee or successor to Collateral Agent, including, without limitation, any purchaser at a foreclosure sale, Collateral Agent or such successor, as Lessee, shall attorn to the Owner or the party holding the interest of the Owner in the Lease, or its successors and assigns, said attornment to be effective and self-operative immediately upon Collateral Agent's or its successor's or assign's succeeding to the interests of Lessee in the Lease without the execution of any other instruments on the part of any party hereto; provided, however, that the Collateral Agent or such successor shall not (i) be bound by any obligation to pay for any damages caused by Lessee under the Lease that occurred prior to the date of the transfer of title, (ii) be obligated to cure or pay for any uncureable defaults of Lessee under the Lease, (iii) be obligated to pay for any other amounts under the Lease owed to Owner prior to the date of the transfer of title, or (iii) be bound by any amendments to the Lease not received by the Collateral Agent prior to the date of such foreclosure or other action not consented to by the Collateral Agent.

4. Land Option Agreement. For avoidance of doubt, if Fee Secured Party exercises the Land Purchase Option to purchase the Property pursuant to the Land Option Agreement, Fee Secured Party shall take title to the Property subject to the terms and conditions of the Lease, this Agreement and any amendment or modification thereof in effect as of the time when such purchase is consummated.

5. General Provisions.

(a) Any notice or other required communication hereunder shall be in writing and may be given by delivering in person, reliable overnight courier, or mailing the same by registered or certified mail, return receipt requested, addressed to the intended party at its address as set forth below. Any party may designate a new address by notice in writing to the other parties. Any notice given in accordance herewith shall be effective on the date of receipt or rejection in the case of reliable overnight courier or registered or certified mail.

Owner: _____

Lessee: _____

Fee Secured Party: _____

Collateral Agent: _____

(b) This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of each of the parties hereto. The term "Fee Secured Party" shall include the respective holders from time to time of the Deed of Trust, and the terms "Owner" and "Lessee" shall include the successors, assignees, or holders from time to time of the landowner's interest in the Property, and the successors, assignees, or holders from time to time of the Lessee's interest in the Lease.

(c) Each party shall, from time to time, take such actions, execute such documents and agreements, and provide such certificates as any other party may reasonably request to carry out and fulfill the transactions, and permit the exercise and performance of the rights and obligations, as are contemplated hereunder, and to effectuate the purpose and intent of this Agreement.

(d) This Agreement shall be governed by, and construed under, the laws of the State of California. This Agreement may not be amended or modified except by an agreement in writing signed by the all of the parties hereto. Each party may freely assign its rights and obligations hereunder, provided, however, (i) the rights and obligations may not be assigned or delegated to multiple parties by a party to this Agreement, (ii) the rights and obligations of Fee Secured Party may not be assigned or delegated separate from the interest of the Fee Secured Party in the Deed of Trust, and (iii) the rights and obligations of Collateral Agent may not be assigned or delegated separate from the interest of the Collateral Agent in the Leasehold DOT. If any action or proceeding is brought by any party against any other party arising from or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(e) Lessee shall cause this Agreement to be recorded in the applicable recording office in Kern County, California where the Property is located. Each of Owner and Fee Secured Party agrees to execute, acknowledge and deliver such further instruments as Lessee or Collateral Agent may request to allow for the proper recording of this Agreement or to otherwise accomplish the purposes of this Agreement.

(f) All references to the Collateral Agent contained herein refer to the Collateral Agent not acting in its individual capacity but solely as Collateral Agent acting at the written direction of the Secured Parties.

[signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Non-Disturbance Agreement as of the day and year first above written.

OWNER:

RE ASTORIA 2 LANDCO LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2015 before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

[signatures continue on the following page]
SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

LESSEE:

RE ASTORIA 2 LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2015 before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

[signatures continue on the following page]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

FEE SECURED PARTY:

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY,
a joint powers authority and a public entity organized under the laws of the State of California and
created under the provisions of the Act

By: _____
Name: _____
Title: _____

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STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2015 before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

[signatures continue on the following page]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

POWER AND WATER RESOURCES POOLING AUTHORITY,
a joint powers authority and a public entity organized under the laws of the State of California and
created under the provisions of the Act

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2015 before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

[signatures continue on the following page]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

CITY OF LODI,
a California municipal corporation organized and existing under the laws of the State of California

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2015 before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

[signatures continue on the following page]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

CITY OF CORONA,
a California municipal corporation organized and existing under the laws of the State of California

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2015 before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

[signatures continue on the following page]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

CITY OF MORENO VALLEY,
a California municipal corporation organized and existing under the laws of the State of California

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2015 before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

[signatures continue on the following page]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

CITY OF RANCHO CUCAMONGA,
a California municipal corporation organized and existing under the laws of the State of California

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
)
) ss:
COUNTY OF _____)

On _____, 2015 before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

[signatures continue on the following page]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

COLLATERAL AGENT:

DEUTSCHE BANK TRUST COMPANY AMERICA,
a _____

By: _____
Name: _____
Title: _____

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STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2015 before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

EXHIBIT A

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

Property Description

[TO BE ATTACHED]