

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

ForeFront Power
100 Montgomery Street, Suite 725
San Francisco, CA 94104
Attn: Legal

Property Address:
S. Merrill Rd., Merrill, OR 97633

SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT (this "Agreement") is made and effective as of June 26, 2020, by and among Columbia State Bank ("Lender"), Timothy C. Parks and Darla Duncan Parks, husband and wife, as tenants by the entirety ("Lessor"), and Forefront Power, LLC, a Delaware limited liability company ("Lessee"), having an address at 100 Montgomery St., Suite 725, San Francisco, CA 94104.

RECITALS

A. Lessor, as lessor, and Lessee, as lessee, are parties to a certain Option to Ground Lease Agreement, dated September 30, 2018 pursuant to which Lessor and Lessee are diligently working together in good faith to execute a ground lease agreement (as hereinafter executed, amended, restated, supplemented, extended or renewed from time to time, herein called the "Lease Agreement"), pursuant to which Lessor will grant to Lessee a leasehold interest on, over, under and across certain property (the "Property") more particularly described on Exhibit A attached hereto and incorporated herein by reference, for purposes related to the construction, maintenance and operation of a solar electric generating facility, including, among other things, solar energy systems, monitoring systems, inverters, transformers, integrators, electrical and communications lines and conduits and related facilities and equipment, all as more particularly described in the Lease Agreement (the "Improvements");

B. Lessee contemplates entering into various financing arrangements with respect to the development and operation of the Improvements that would involve one or more lenders ("Leasehold Lender");

C. Lessor is securing a loan, evidenced by a promissory note executed by Lessor in favor of Lender, and the Lender may be secured by a mortgage encumbering, among other things, the Real Property (such instruments, as previously or hereinafter amended, restated, supplemented, extended or renewed from time to time, is herein called the "Security Instruments"); and

D. Lender has requested that Lessee, and Lessee has agreed to, subordinate Lessee's interest in the Lease to the lien of Lender's Security Instruments, provided that Lender agrees to recognize that Lessee's rights under the Lease Agreement will not terminate in the event of foreclosure of the Security Instrument or the transfer of title to the Property by deed-in-lieu of foreclosure or otherwise, and Lender has agreed to grant such right of nondisturbance to Lessee and each Leasehold Lender upon the terms and conditions hereafter set forth.

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

1. Subordination. Subject to the terms and conditions contained in this Agreement, the Lease Agreement, and all of the right, title and interest of Lessee thereunder, shall be subject and subordinate to the Security Instruments.

2. Nondisturbance. Lender hereby consents to the Lease Agreement and agrees that so long as Lessee is not in default under the Lease Agreement beyond the expiration of any grace, notice and/or cure periods provided therein without cure: (i) none of Lessee's rights under the Lease Agreement shall be terminated, diminished or affected in any way by foreclosure any of the Security Instruments or transfer of title to the Property by deed-in-lieu of foreclosure or otherwise; (ii) Lessee shall not be named as a defendant in any foreclosure action or proceedings; and (iii) the Transferee (as hereafter defined) shall be bound by the obligations of Lessor under the Lease Agreement arising from and after the date title to the Property is transferred to the Transferee.

3. Attornment. Lessee agrees with Lender that if the interests of Lessor in the Property shall be foreclosed or transferred by deed-in-lieu of foreclosure to Lender or to a purchaser of the Property from or through Lender pursuant to a foreclosure proceeding or otherwise (each such transferee, a "Transferee"), Lessee shall attorn to the Transferee as its Lessor under the Lease Agreement, said attornment to be effective upon the Transferee's succeeding to the title of Lessor in the Property. If Lender succeeds to the interest of Lessor under the Lease Agreement, then, from and after Lender's succession to the interest of Lessor: (i) Lender shall be bound to Lessee under all of the terms, covenants and conditions of the Lease Agreement; and (ii) Lender shall assume and perform (or cause to be assumed and performed) all the terms, covenants and conditions of the Lease Agreement to be performed by Lessor.

4. Assignment. Lessee, and/or its successor(s), assignee(s) and/or designee(s) shall have the right to assign all of its interest in this Agreement, to another person or entity, to the same extent that Lessee may assign its interest in the Lease Agreement. Upon Lessee's assignment of its entire interest hereunder or thereunder, or as may otherwise be provided in the applicable assignment document, Lender and Lessor shall recognize the assignee as Lessee's proper successor, the assignee shall have all of the assigned rights, benefits and obligations of Lessee under and pursuant to this hereunder or thereunder, as applicable, and Lessee shall be relieved of all of its obligations relating to the assigned interests that relate to acts or omissions that occur or accrue following the effective date of such assignment.

5. Leasehold Lender. Lessee, and/or its successor(s), assignee(s) and/or designee(s) shall have the right to hypothecate, mortgage, pledge or alienate the Improvements and/or Lessee's leasehold estate and rights under the Lease Agreement and this Agreement to one or more Leasehold Lenders. Each such Leasehold Lender shall be considered a third party beneficiary under this Agreement, provided such Leasehold Lender shall have notified the parties hereto in writing of its name and address, or shall have recorded or filed a lien in the official records of the county in which the Property is located. At Leasehold Lender's request, Lessor and Lender hereby agree to execute an instrument acknowledging such Leasehold Lender shall be considered a party to this Agreement. Leasehold Lender, and/or its successor(s), assignee(s) and/or designee(s) shall have the right to assign all of its interest in this Agreement and the Lease Agreement to another person or entity. Leasehold Lender, its successor(s) and assignee(s), shall have no liability to Lessor or Lender under this Agreement or the Lease Agreement unless and until Leasehold Lender, its successor(s) or assignee(s), succeeds to the interest of Lessee under the Lease Agreement through foreclosure, deed-in-lieu of foreclosure or otherwise, in which event the person or entity succeeding to the interest of Lessee shall assume the obligations of Lessee under this Agreement and the Lease Agreement arising from and

after such assignment, provided that any Leasehold Lender or other party who acquires Lessee's leasehold estate and interest in the Lease Agreement pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee under this Agreement and the Lease Agreement incurred or accruing after such party no longer has ownership of such leasehold estate or interest or possession of the Property. In addition to the rights provided in this Agreement, the Leasehold Lender shall have all of the rights and authorities granted it under the Lease Agreement.

6. Improvements. Lender hereby acknowledges that neither Lender nor Lessor has any interest in the Improvements and that Lessee (or any person or entity holding any interest in the Property through Lessee, including, without limitation, any sublessee) retains fee title ownership to all Improvements placed by Lessee (or any person or entity holding an interest in the Property through Lessee, including, without limitation, any sublessee) upon or appurtenant to the Property.

7. Terms. As used herein, the term "Lease Agreement" shall include any and all present and future amendments, supplements, extensions and renewals of such document; the term "Security Instruments" shall include any and all present and future amendments, supplements, extensions and renewals of such documents; the term "Lessee" shall include the original Lessee designated herein, its successors and assigns, and any person or entity claiming rights through Lessee, including, without limitation, sublessees or other interest holders; the term "Lender" shall include the original Lender designated herein and its successors and assigns under the Security Instruments, including anyone who shall have succeeded to Lessor's interest in the Property by, through or under foreclosure of any Security Instrument; the term "Lessor" shall include the original Lessor designated herein and its successors and assigns; the term "Leasehold Lender" shall include any original Leasehold Lender designated pursuant to Section 5 hereof and its successors and assigns; and the term "foreclosure" shall be deemed to include the acquisition of Lessor's estate in the Property by judicial or non-judicial foreclosure, voluntary deed, assignment in lieu of foreclosure or otherwise.

8. Notices. Any notices, statements, demands, correspondence or other communications required or permitted to be given hereunder shall be in writing and shall be given (i) personally, (ii) by certified or registered mail, postage prepaid, return receipt requested, or (iii) by overnight or other courier or delivery service, freight prepaid, to the address indicated for the recipient above. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Each party may change its address for receipt of notices by sending notice hereunder of such change to the other parties in the manner specified in this paragraph.

9. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, heirs and legal representatives, as the case may be, and to those persons identified as third party beneficiaries, including, without limitation, each Leasehold Lender.

10. Amendment; Laws. This Agreement is the complete agreement of the parties and shall be amended only by written agreement signed by the parties hereto. This Agreement shall be governed by the laws of the jurisdiction where the Property is located.

11. Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

[signatures follow]

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

LENDER:

[]

By: [Signature]
Name: John Bartels
Title: SVP

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 Washington
County of Spokane

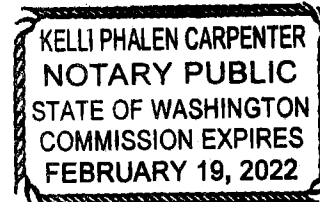
On July 13, 2020 before me Kelli Phalen Carpenter Notary Public
personally appeared John Bartels

_____, 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 Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public



(seal)

LESSOR:

Heather Anne Scurba
[Dana Duncan Parks]

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.

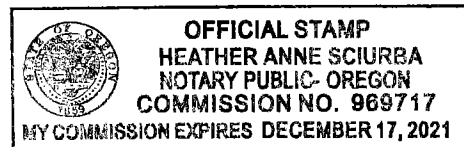
State of Oregon
County of Klamath
On July 13, 2020 before me Heather Anne Scurba, Notary Public
personally appeared Dana Duncan Parks + Timothy C Parks, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged 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 Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Heather Anne Scurba

Notary Public



(seal)

LESSEE:

FOREFRONT POWER, LLC

By: 

Name: Go Mizoguchi

Title: Chief Executive Officer

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 Maryland

County of Baltimore City

On June 26, 2020 before me Krishin Frooshani, Notary Public
personally appeared Go Mizoguchi

, 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 Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Krishin Frooshani
Notary Public

(seal)

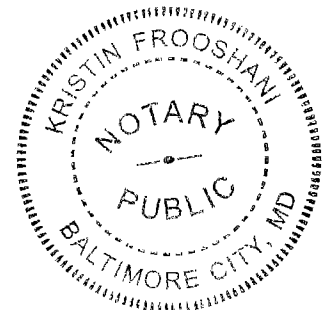


Exhibit A

Legal of Description of the Property

A parcel of land in SE 1/4 of Section 11, Township 41 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at 1/2" rebar which is South 0°02' West 3460.7 feet and 30.5 feet West from the Northeast corner of Section 11; thence South 0°02' West 851.5 feet, more or less, along West right of way of County Road to a point thence West 1310.0 feet, more or less, to the West line of SE 1/4 SE 1/4 of Section 11; thence North 0°05' West 800.00 feet, more or less, along said West line of E 1/2 SE 1/4; thence North 87°55' East 1312.0 feet, to the point of beginning.

A parcel of land in SE 1/4 of the SE 1/4 of Section 11, Township 41 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point South 0°02' West 4312.2 feet and 30.5 feet West from the Northeast corner of Section 11; thence South 0°02' West 937.8 feet, more or less, to a point which is 30.0 feet North and 30.0 feet West of the Southeast corner of Section 11; thence West 1205.0 feet, more or less, to a point; thence North 386.0 feet, more or less, to a point; thence West 104.0 feet to West line of SE 1/4 SE 1/4 of Section 11; thence North 0°05' West 551.8 feet, more or less, along said West line; thence East 1310.0 feet, more or less, to the point of beginning.