

ATTACHMENT B

Acknowledgement and Confirmation to Lender

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This Acknowledgement and Confirmation to Lender, dated as of _____ (this "Acknowledgement"), is made by _____ ("Customer") under that certain Solar Services Agreement dated _____ (the "SSA") with SunShare, LLC. This Acknowledgement is provided pursuant to the SSA to a lender to the project ("Lender"), which is providing financial accommodations to SunShare or one of its affiliates (for purposes of this Acknowledgement, "SunShare" refers to either SunShare, LLC, or an affiliate of SunShare, LLC). The solar photovoltaic system (the "Solar Garden") will be installed, operated, and maintained by SunShare pursuant to the SSA. The Solar Garden is located at SunShare's facility as described in the SSA.

1. Acknowledgement of Collateral Assignment.

- (a) Customer acknowledges the collateral assignment by SunShare to Lender, of SunShare's right, title, and interest in, to, and under the SSA, as provided in the SSA.
- (b) Lender, as the assignee of collateral, is entitled to exercise any and all rights of lenders generally with respect to SunShare's interests in the SSA, including those rights provided to Lender in the SSA.
- (c) Customer acknowledges that it has been advised that SunShare has granted a first priority security interest in the Solar Garden to Lender and that Lender has relied upon the characterization of the Solar Garden as personal property, as agreed in the SSA in accepting such security interest as collateral for its financial accommodations to SunShare.
- (d) Until further written notice, Customer agrees to make all payments due SunShare under the SSA to Lender, and to provide any notices to Lender at the following address:

Attention: _____

Reference: _____

Account Number: _____

2. Confirmation. Customer confirms the following matters for the benefit of Lender:

- (a) To Customer's knowledge, there exists no event or condition that constitutes a default, or that would, with the giving of notice or lapse of time, constitute an event of default, under the CSSA.
- (b) Customer is not aware of any existing lease, mortgage, security interest, or other interest in or lien which could attach to the Solar Garden an interest adverse to Lender's security interest therein.

Signature: _____

By: _____

Customer (printed name)