

Exhibit B

Record and return to:

ATTN: _____

PROPERTY OWNER AND MORTGAGEE WAIVER

THIS PROPERTY OWNER AND MORTGAGEE WAIVER (“Agreement”) made as of the _____ day of _____, 20__ among _____, a _____, having offices at _____ (“Mortgagee”), _____, a _____, having offices at _____ (“System Lender”) and _____, a _____, having offices at _____, (“Property Owner”).

RECITALS

A. Mortgagee is the holder of a Mortgage dated _____ (the “Mortgage”) and encumbering lands and premises owned by Property Owner commonly known as _____, _____, and shown on the Tax Map of the _____ of _____, County of _____ and State of _____ as Lot _____ in Block _____ (the “Real Property”). The Real Property and the improvements constructed thereon are hereinafter collectively referred to as the “Facility.”

B. A portion of the Facility is leased by Property Owner to _____ (“Borrower”) pursuant to a Power Purchase Agreement dated _____, 20 (the “Lease”). **[note that this transaction may involve a separate roof top lease from the property owner to the system owner and a separate Power Purchase Agreement between the system owner and the affiliate party that will purchase the electricity generated by the solar system – in which event this document will be restructured accordingly.]**

C. Borrower installed a grid-connected solar panel system (“Solar Grid System”) at the Facility.

D. Borrower has requested that System Lender provide financing for the acquisition and installation of the Solar Grid System.

E. System Lender has agreed to provide Borrower with the requested financing (the "Loan") subject to, *inter alia*, the agreement of Mortgagee and Property Owner to the terms and conditions memorialized herein.

F. The Loan will be secured, *inter alia*, by a security interest in solar panels and related equipment, machinery, components, wiring, meters, replacement parts and consumables comprising the Solar Grid System (the "Equipment") to be installed on the roof and operated at the Facility as well as all Solar Renewable Energy Certificates and environmental attributes attributable to the Solar Grid System ("Environmental Attributes").

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Mortgagee and Property Owner have approved of the proposed installation of the Solar Grid System.

2. Mortgagee and Property Owner consent to the granting by Borrower to System Lender of a security interest in the Equipment and the Environmental Attributes and the perfection of such security interest in the Equipment and Environmental Attributes by the filing of UCC-1 financing statements in the Office of the Secretary of State of _____ and the county records. System Lender shall have no security interest whatsoever in the Facility; however, System Lender may file a copy of this Agreement in the land records of the County of _____ in order to give further notice of its security interest in the Equipment and Environmental Attributes.

3. The Equipment shall at all times be considered to be personal property and shall not constitute fixtures or become a part of the Facility or the Real Property. Mortgagee and Property Owner disclaim, waive and disavow any security interest, lien, claim, demand or rights in the Equipment and the Environmental Attributes, including the right to levy, execute, sell or the right to distraint for unpaid rent or otherwise, whether created by the Mortgage, the Lease, by statute or common law, by action for the enforcement of the Mortgage or the Lease or otherwise, at law or in equity, and all rights to notice from System Lender as to the disposition of the Equipment by System Lender, and all rights to object to any such disposition.

4. In the event that it becomes necessary for System Lender to take possession of the Equipment or any part thereof, Mortgagee and Property Owner will make no objection to the removal of the Equipment or any part thereof from the Facility nor to the exercise by System Lender of any rights granted to a secured party under the Uniform Commercial Code as enacted and from time to time amended in the State of _____ including, but not limited to, the right to enter upon the Facility and to inspect, store, prepare for sale, sell and/or remove the Equipment, and/or the right to operate, maintain, repair, replace, upgrade, test, monitor the Solar Grid System and sell electricity generated by the Solar Grid System, provided System Lender, at its sole cost and expense, repairs any damage to the Facility as the result of the exercise of its rights

under this Agreement. Property Owner grants to System Lender, its employees, agents and contractors and their subcontractors the non-exclusive right to access the Facility and such areas of the Real Property as shall be necessary for the foregoing purposes twenty-four (24) hours a day, seven (7) days a week without liability for trespass. Provided however, System Lender shall use best efforts to minimize any interference with use and enjoyment of the Facility by Property Owner and its tenants. System Lender shall indemnify, defend and hold Mortgagee and Property Owner and their respective agents and employees harmless from any and all damages arising out of any damage or injury to any person or property occurring in, on or about the Real Property which was caused by System Lender's or System Lender's agents', employees' or invitees' entry onto and/or activities on the Real Property.

5. Nothing herein contained and no act done or omitted by System Lender pursuant to the powers and rights granted it herein shall be deemed to be a waiver by System Lender of its rights and remedies hereunder or under the documents evidencing and securing the Loan and this Agreement is made and accepted without prejudice to any of the rights and remedies possessed by System Lender under the terms thereof. The right of System Lender to enforce Borrower's obligations under the Loan and to enforce any other security therefore held by it may be exercised by System Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties and the successors and assigns of Mortgagee, Property Owner and System Lender.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

8. This Agreement shall remain in effect until the indefeasible payment in full of the indebtedness owing to System Lender under the Loan.

9. The Recitals are incorporated herein by reference as if set forth at length herein.

10. The parties to this Agreement have no knowledge of any default by any other party to this Agreement under any of the documents executed between them.

11. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law principles applied in such state. The parties submit to the jurisdiction of the courts of the State of ____.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

WITNESS OR ATTEST:

[MORTGAGEE], a _____

By: _____

Name:

Title:

WITNESS OR ATTEST:

[SYSTEM LENDER], a _____

By: _____

Name:

Title:

WITNESS OR ATTEST:

[PROPERTY OWNER], a _____

By: _____

Name:

Title:

Add Acknowledgements