

ACKNOWLEDGMENT OF COLLATERAL ASSIGNMENT

This Acknowledgement of Collateral Assignment (“Acknowledgment”), which is effective on March _____, 2012, is made by and between CONTRA COSTA COUNTY (“County”), MFP CO II, LLC, as assignee of MAIN STREET POWER COMPANY, INC. (“Seller”), MS SOLAR SOLUTIONS CORP. (“Lender”), and U.S. BANK NATIONAL ASSOCIATION, as collateral agent for Lender (“Collateral Agent”), under that certain CONTRA COSTA COUNTY POWER PURCHASE AGREEMENT [NON-NEW MARKET TAX CREDIT PROJECT SITES] dated October 1, 2010 (“PPA”), as amended and properly assigned from time to time. This Acknowledgement is provided to Seller and Lender, which is providing financial accommodations to Seller, pursuant to Section 11.2 of the PPA.

The solar photovoltaic system (the “PV System”) to be installed, operated and maintained by Seller pursuant to the PPA is located at County’s facilities set forth on attached Exhibit A (collectively, the “Premises”).

1. Acknowledgement of Collateral Assignment.

- (a) County acknowledges the collateral assignment by Seller to Lender of Seller’s interest in the PPA and Seller’s right, title, and interest in the PV System, as described in Section 11.2 of the PPA.
- (b) As provided in Section 11.2(c) of the PPA, Lender, as such collateral assignee, shall be entitled to exercise any and all rights of lenders generally with respect to Seller’s interest in the PPA, including those rights provided to Lender in the PPA.
- (c) County acknowledges that it has been advised that Seller has granted to Lender a first priority Security Interest in the PV System and that Lender has relied upon the characterization of the PV System as personal property, as provided in Section 11.2(d) of the PPA, in accepting such Security Interest as collateral for its financial accommodations to Seller.
- (d) County shall pay all amounts (if any) payable by it under the PPA in the manner and as and when required by the PPA into the following account designated by Seller and shall not accept any change in payment directions unless such change has been consented to in writing by Collateral Agent or is mandated by court order:

U.S. Bank Operations Center
Attn: Trust Finance Management
Lockbox Services-CM9705
P.O. Box 70870
St. Paul, MN 55170-9705
Account No. 146438010
MFP CO II, LLC

- (e) As provided in Section 11.2(e) of the PPA, County shall provide a duplicate copy of any material notices (including, without limitation, default notices, but not including routine correspondence in the normal course of business) to Lender at the following address:
MS Solar Solutions Corp.
2000 Westchester Avenue
Purchase, New York 10577
Attention: Mrs. Deborah L. Hart
Email: deborah.hart@morganstanley.com
Facsimile: 212-507-8843

- 2. Confirmation. County confirms the following matters for the benefit of Lender:
 - (a) With respect to the Premises listed in Exhibit A, to County's knowledge, there presently 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 PPA.
 - (b) County has inspected and verified completion of the PV System as installed at the Premises listed in Exhibit A.
 - (c) With respect to the Premises listed in Exhibit A, County is aware of no existing lease, mortgage, security interest, or other interest in or lien upon any portion of the Premises that could attach to any or all of the PV System as an interest adverse to Lender's Security Interest therein, except for personal property taxes, if any, that may apply to the PV System.

[Four Signature Pages Follow This Page.]

CONTRA COSTA COUNTY,
a political subdivision of the State of California
(COUNTY)

By: _____

Name: Julia R. Bueren

Title: Public Works Director

MFP CO II, LLC,
a Colorado limited liability company, as assignee of Main Street Power Company, Inc.
(SELLER)

By: _____
Name: T. Amory Host
Title: President

MS SOLAR SOLUTIONS CORP.,
a [insert state name] corporation
(LENDER)

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
an Ohio corporation, as collateral agent for Lender
(COLLATERAL AGENT)

By: _____

Name: Leland Hansen

Title: Vice President

**EXHIBIT A
LIST OF SITES**

Summit Center	2530 Arnold Drive, Martinez, CA 94553
Byron Boys Ranch	4491 Bixler Road, Byron, CA 94514
Delta Fair Boulevard	4549 Delta Fair Boulevard, Antioch, CA 94509
Marsh Creek Detention Facility	12000 Marsh Creek Road, Clayton, CA 94517
County Main Library	1756 Oak Park Boulevard, Pleasant Hill, CA 94523
Martinez Animal Shelter	4800 Imhoff Place, Martinez, CA 94553
Public Works Maintenance	2475 Waterbird Way, Martinez, CA 94553
Facilities Maintenance	2467 Waterbird Way, Martinez, CA 94553

NOTE: Upon completion of the portion of the PV System located at the West County Detention Center, which sites are not included in the Premises covered by this Acknowledgment, a separate Acknowledgment of Collateral Assignment will be executed by the parties.