

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this “Consent”) dated as of August [●], 2020 is entered into among (i) Contra Costa County, a political subdivision of the State of California (the “Customer”), (ii) Solar Star Co Co 1, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (the “Provider”), and (iii) Wilmington Trust, National Association (together, with its successors in such capacity, the “Collateral Agent”) in its capacity as collateral agent for the secured parties under the Financing Agreement referred to below (such secured parties together with their successors and assigns in such capacity, the “Secured Parties”). Capitalized terms not otherwise defined herein have the meaning set forth in the Assigned Agreements (defined below).

WHEREAS, the Provider intends to develop, install, own, operate and maintain the following rooftop and carport photovoltaic solar electric generating facilities and, in certain cases, energy storage systems to be located at the following Sites: (i) 30 Muir Rd., Martinez, CA 94553 (the “Muir Project”); (ii) 50 Douglas Dr., Martinez, CA 94553 (the “50 Douglas Project”); (iii) 597 Center Ave., Martinez, CA 94553 (the “597 Center Project”); (iv) 595 Center Ave., Martinez, CA 94553 (the “595 Center Project”) and (v) 1000 Ward St., Martinez, CA 94553 (the “1000 Ward Project” and, collectively with the Muir Project, the 50 Douglas Project, the 597 Center Project and the 595 Center Project, the “Project”);

WHEREAS, the Provider and the Customer entered into the following agreements in connection with the Project: (i) Power Purchase Agreement, dated as of June 18, 2019 in connection with the Muir Project (the “Muir PPA”); (ii) Power Purchase Agreement, dated as of June 18, 2019 in connection with the 50 Douglas Project (the “50 Douglas PPA”); (iii) Power Purchase Agreement, dated as of June 18, 2019 in connection with the 597 Center Project (the “597 Center PPA”); (iv) Power Purchase & Storage Services Agreement, dated as of June 18, 2019 in connection with the 595 Center Project (the “595 Center PPA”); and (v) Power Purchase & Storage Services Agreement, dated as of June 18, 2019 in connection with the 1000 Ward Project (the “1000 Ward PPA”), and, collectively with the Muir PPA, 50 Douglas PPA, the 597 Center PPA and the 595 Center PPA, all as amended, amended and restated, modified or supplemented from time to time, the “Assigned Agreements” and, individually, each an “Assigned Agreement”);

WHEREAS, the Customer has been advised by Provider that TOTAL Strong Construction Holdco, LLC, a Delaware limited liability company (“Borrower”), the direct owner of the Provider, has entered into that certain Financing Agreement, dated as of April 29, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), by and among the Borrower, Collateral Agent, Truist Bank, as the Administrative Agent, each guarantor from time to time party thereto, and the lenders from time to time party thereto (the “Lenders”), pursuant to which, among other things, the Lenders will commit to extend credit to Borrower for the benefit of Provider;

WHEREAS, the Customer has been advised by Provider that Provider has also entered into that certain Security Agreement, dated on or around the date hereof (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”) with Collateral Agent, under which Provider will, as security for the Borrower’s obligations under the Financing Agreement and the other Financing Documents (as the term is defined therein), grant a first-priority security

Commented [A1]: Frank – please confirm addresses and locations

Commented [A2R1]: Confirmed.

Commented [A3]: Frank – please confirm that the locations jive with whether it is PV only or also Storage. Confirmed.

Commented [A4R3]: Confirmed

Commented [A5]: Not registered with Cal SOS. Needs to be registered.

Commented [A6R5]: Note – Borrower entity is only a holding company without operations / presence in CA. Upon closing of construction financing, the Provider will join the Financing Agreement as a “Guarantor” of the debt and the proceeds will flow from Borrower to the Provider. For this reason we kindly request that the LLC remain unregistered in CA to avoid additional costs.

Commented [A7]: Is this correct? National Association? Missing a word?

Commented [A8R7]: The entity is, in fact, named “Truist Bank”.

Commented [A9]: Please provide a copy.

Commented [A10R9]: See answer below for comfort on the security interest given to the Collateral Agent pursuant to the transaction. Along with the deletion of Section 4(e), SPWR believes the County should have the assurances it needs in connection with Lender’s security interests without reviewing the financing documents.

interest in all of Provider's right, title and interest in the Systems and the Assigned Agreements to Collateral Agent for the benefit of the Secured Parties under (and as defined in) the Financing Agreement; and

WHEREAS, it is a condition precedent to the Lenders' commitment to extend credit to Borrower for the benefit of Provider that the Customer execute and deliver this Consent.

NOW, THEREFORE, as an inducement to the Lenders' commitment to extend credit to Borrower for the benefit of Provider under the Financing Agreement, and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. CONSENT TO ASSIGNMENT, ETC.

(a) Consent to Collateral Assignment. The Customer (i) acknowledges (x) the previous assignment of the 50 Douglas PPA and the 595 Center PPA from Provider to Solar Star Co Co 2, LLC on March 26, 2020 and (y) assignment of the 50 Douglas PPA and the 595 Center PPA from Solar Star Co Co 2, LLC to Provider as of the date hereof, (ii) acknowledges that the Lenders commitment to extend credit to Borrower for the benefit of Provider under the Financing Agreement will be made in reliance upon the execution and delivery by the Customer of this Consent, (iii) consents in all respects to the pledge and collateral assignment to the Collateral Agent of all of the Provider's right, title and interest in, to and under the Assigned Agreements pursuant to the Security Agreement, and (iv) acknowledges the right, but not the obligation, of the Collateral Agent or the Collateral Agent's designee, in the exercise of the Collateral Agent's rights and remedies under the Financing Agreement, the Security Agreement, and related documents to make all demands, give all notices, take all actions and exercise all rights of the Provider in accordance with the Assigned Agreements, and agrees that in such event the Customer shall continue to perform its obligations under the Assigned Agreements; provided that in the event, with respect to each Assigned Agreement, there exists a conflict between any notice given or action taken by the Collateral Agent and any notice given or action taken by the Provider, such conflict shall be resolved in favor of the notice given or the action taken by the Collateral Agent.

(b) Substitute Owner. The Customer agrees that, if the Collateral Agent notifies the Customer that an event of default under the Financing Agreement has occurred and is continuing and that the Collateral Agent has exercised its rights (i) to have itself or its designee substituted for the Provider under any Assigned Agreement, (ii) to acquire or have its designee or assignee acquire the Provider, or (iii) to sell, assign, transfer or otherwise dispose of any Assigned Agreement to a third party, including in a judicial or non-judicial foreclosure sale, then the Collateral Agent, the Collateral Agent's designee or such third party (each, a "Substitute Owner") shall be substituted for the Provider under such Assigned Agreement and, in such event, the Customer will (x) recognize the Substitute Owner as its counterparty to such Assigned Agreement, (y) take any actions and execute any documents, agreements or instruments reasonably necessary to effect such substitution, and (z) continue to perform its obligations under such Assigned Agreement in favor of the Substitute Owner pursuant to the terms hereof and thereof.

(c) Right to Cure.

Commented [A11]: Is Collateral Agent filing a UCC-1? Is Collateral Agent filing a fixture filing in real property records?

Commented [A12R11]: Is Collateral Agent filing a UCC-1? - yes
Is Collateral Agent filing a fixture filing in real property records? - no

Commented [A13]: Right?

Commented [A14]: Frank - please provide me with copies of these two notices of assignment from SP.

Commented [A15R14]: These will follow in a subsequent email.

Commented [A16]: County already signed the Agreements and isn't delivering them.

(i) Notwithstanding anything to the contrary contained in any Assigned Agreement, the Customer shall not exercise any right it may have under an Assigned Agreement, at law or in equity, to cancel, suspend or terminate such Assigned Agreement or any of its obligations under such Assigned Agreement, as the result of any default or other action or omission of the Provider in the performance of any of its obligations under such Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under such Assigned Agreement that would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable the Customer to terminate or suspend its obligations or exercise any other right or remedy under such Assigned Agreement or under applicable law (hereinafter an “Assigned Agreement Default”), until it first gives prompt written notice of such Assigned Agreement Default to the Collateral Agent and affords the Collateral Agent and the Collateral Agent’s respective successor, assignee and/or designee a period of at least ninety (90) days (or, if such default is a payment default, forty-five (45) days) to cure such default, commencing from the later to occur of (x) the Collateral Agent’s receipt of such notice, and (y) the expiration of any notice periods or cure periods provided for in such Assigned Agreement; provided, however, that if (1) an event of default under the Financing Agreement has occurred and is continuing, the Collateral Agent has exercised its rights to foreclose on the Project as a result thereof and possession of the Project is necessary to cure any such non-monetary default, then, so long as the Collateral Agent or the Collateral Agent’s respective successor, assignee and/or designee is diligently pursuing such foreclosure proceedings, the time periods specified in this Section 1(c) for curing an Assigned Agreement Default shall be extended for the time taken to complete foreclosure proceedings, and (2) any such party is prohibited from curing any such Assigned Agreement Default by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceeding involving the Provider, then the time periods specified in this Section 1(c) for curing an Assigned Agreement Default shall be extended for the period of such prohibition.

Commented [A17]: Frank / Warren – this paragraph changes to whom County has obligations to under the PPAs.
Commented [A18R17]: understood

Commented [A19]: Please delete. Customer doesn’t know who these are, and point of Collateral Agent is to have one point of contact who can advise SPs, and who can tell Collateral Agent how to proceed.

(ii) No such cancellation, suspension or termination of an Assigned Agreement by the Customer shall be binding upon the Collateral Agent without the notice and extended cure period specified in this Section 1(c). Any dispute that may arise under such Assigned Agreement notwithstanding, the Customer shall continue performance under such Assigned Agreement and resolve any dispute without discontinuing such performance until the lapse of the notice and extended cure period specified in this Section 1(c).

(d) No Termination, Assignment or Material Amendments. The Customer shall not enter into any consensual cancellation or termination of any Assigned Agreement (except with respect to termination in the event of a default by the Provider, subject to the limitations and extended cure periods provided for in Section 1(c)), or assign, novate or otherwise transfer any of its right, title or interest thereunder or consent to any such assignment or transfer by the Provider without, in each such case, the written consent of the Collateral Agent. The Customer shall not enter into or agree to any amendment, supplement, assignment or other modification to, or benefit from any waiver under any Assigned Agreement without the prior written consent of the Collateral Agent.

Commented [A20]: Frank / Warren - County can’t terminate or amend agreement without Collateral Agent’s consent.
Commented [A21R20]: understood

(e) Replacement Agreement. In the event that any Assigned Agreement is rejected or otherwise terminated as a result of any bankruptcy or insolvency proceeding affecting the Provider, the Customer shall, at the option of the Collateral Agent or the Collateral Agent’s respective successor, assignee and/or designee, enter into a new agreement with the Collateral Agent or any

Substitute Owner (or its transferee or other nominee that owns or leases the Project) having terms substantially the same as the terms of such Assigned Agreement. Thereafter, references in this Consent to such “Assigned Agreement” shall be deemed to refer to such new agreement.

(f) No Liability. The Customer acknowledges and agrees that none of the Collateral Agent, or the Collateral Agent’s respective successor, assignee and/or designee or the Secured Parties shall have any liability or obligation under any Assigned Agreement as a result of this Consent, the Security Agreement, or otherwise, nor shall the Collateral Agent or the Collateral Agent’s respective successor, assignee and/or designee be obligated or required to (i) perform any of the Provider’s obligations under any Assigned Agreement, except, in the case of the Collateral Agent or the Collateral Agent’s respective successor, assignee and/or designee, during any period in which the Collateral Agent or the Collateral Agent’s respective successor, assignee and/or designee is a Substitute Owner pursuant to Section 1(b), in which case the Collateral Agent or other Substitute Owner shall not be liable for the acts or omissions of the Provider and the obligations of such Substitute Owner shall otherwise be no more than those of the Provider under such Assigned Agreement, or (ii) take any action to collect or enforce any claim for payment assigned under the Security Agreement or any related document.

(g) Delivery of Notices. The Customer shall deliver to the Collateral Agent and the Secured Parties, concurrently with the delivery thereof to the Provider, a copy of each notice, request or demand given by the Customer pursuant to any Assigned Agreement.

(h) Acknowledgements. The Customer agrees to execute such acknowledgements or other similar instruments as the Collateral Agent may reasonably request in connection with the transactions contemplated by this Consent.

2. PAYMENTS UNDER THE ASSIGNED AGREEMENTS

(a) Payments. The Customer will pay all amounts payable by it under each Assigned Agreement, if any, in lawful money of the United States of America, in immediately available funds and in the manner required by, and subject to the terms and conditions of, such Assigned Agreement, directly into the account specified on Exhibit A (Payment Instructions) hereto, or to such other person or account as may be specified from time to time by the Collateral Agent to the Customer in writing.

(b) No Offset, etc. All payments required to be made by the Customer under any Assigned Agreement shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever.

3. REPRESENTATIONS AND WARRANTIES OF THE CUSTOMER

The Customer makes the following representations and warranties to the Collateral Agent, the Provider and the Secured Parties as of the date hereof:

(a) Organization; Power and Authority. The Customer is a political subdivision of the State of California, and has all requisite power and authority to enter into and to perform its obligations under this Consent and the Assigned Agreements, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby.

Commented [A22]: Reps and warranties speak as of date made.

Commented [A23]: These are corp reps. Gov entity doesn't qualify to do biz.

(b) Authorization. The execution, delivery and performance by the Customer of this Consent and the Assigned Agreements have been duly authorized by all necessary action on the part of the Customer and do not require any approval or consent of any holder (or any trustee for any holder) of any indebtedness or other obligation of (i) the Customer, or (ii) any other person or entity, except approvals or consents which have previously been obtained.

(c) Execution and Delivery; Binding Agreements. Each of this Consent and the Assigned Agreements is in full force and effect, has been duly executed and delivered on behalf of the Customer and constitutes the legal, valid and binding obligation of the Customer, enforceable against the Customer in accordance with its terms except as the enforceability hereof or thereof may be limited by (i) bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and (ii) general equitable principles (whether considered in a proceeding in equity or at law).

(d) Litigation. To the Customer's knowledge, there is no legislation, litigation, action, suit, proceeding or investigation pending or threatened against the Customer before or by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate, (i) could adversely affect the performance by the Customer of its obligations under this Consent or the Assigned Agreements, or that could modify or otherwise adversely affect the Approvals (as defined in Section 3(f)), (ii) questions the validity, binding effect or enforceability of this Consent or the Assigned Agreements, any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby, or (iii) could have a material adverse effect upon (x) the value, validity, perfection or enforceability of the liens granted against Provider's interest in the Systems or the Assigned Agreements to the Collateral Agent under the Security Agreement and other security documents, or (y) the ability of the Collateral Agent to enforce any of its rights and remedies under the Assigned Agreements or this Consent.

(e) No Conflict. The execution and delivery of this Consent and the Assigned Agreements and the performance by the Customer under this Consent and the Assigned Agreements will not violate, result in a breach of, default under or conflict with (i) any law, rule, regulation, order, permit or decree applicable to the Customer, (ii) its organizational documents, or (iii) the terms of any other agreement binding on the Customer.

(f) Government Consent. No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with, any person, board or body, public or private (collectively, the "Approvals"), is required to be obtained by the Customer in connection with the execution, delivery or performance of this Consent, the Assigned Agreements or the consummation of the transactions contemplated hereunder and thereunder, except any Approvals which have previously been obtained.

(g) No Default or Amendment. Neither the Customer nor, to the Customer's knowledge after due inquiry, the Provider is in default of any of its obligations thereunder (or has claimed force majeure, emergency, or any other excuse for performance thereunder which is still ongoing as of the date hereof). The Customer has no existing counterclaims, offsets, defenses, or claims for change orders against the Provider under the Assigned Agreements. To the Customer's knowledge, no event or condition exists that would either immediately or with the passage of any applicable

grace period or giving of notice, or both, enable either the Customer or the Provider to terminate or suspend its obligations (or the performance of such obligations) under the Assigned Agreements. The Assigned Agreements have not been amended, modified or supplemented in any manner other than as indicated above.

(h) No Previous Assignments. The Customer has no notice of, and has not consented to, any previous assignment of all or any part of its right, title or interest in, to or under the Assigned Agreements except as set forth in Section 1(a) above.

(i) Purchase Option. The Customer has not taken any official action requiring or authorizing the exercise of any purchase option available to it under the Assigned Agreements, has not decided whether or not it will exercise any such purchase option, and is under no legal or economic compulsion to exercise any such purchase option; provided, however, nothing herein shall prohibit the Customer from exercising any purchase option under the Assigned Agreements when it becomes exercisable in accordance with its term and such exercise shall not be deemed to be a breach of this representation and warranty.

(j) Liens; Mortgages. The Customer has no knowledge of any existing lease, mortgage, security interest or other interest in or lien upon any of the Sites, which could attach to the Project as an interest adverse to the Collateral Agent's interest therein.

(k) Representations and Warranties. All representations, warranties and other statements made by the Customer in the Assigned Agreements were true and correct in all material respects as of the date when made and, except for those that by their terms speak as of a specific date, are true and correct in all material respects as of the date hereof.

4. ADDITIONAL PROVISIONS

(a) Use of Electricity. None of the electricity to be sold under the Assigned Agreements will be used to generate energy for the purpose of heating a swimming pool.

(b) Project. The Customer has approved the design of the Project to be installed at the Sites.

(c) Access Rights. The Collateral Agent and the Collateral Agent's respective successors, assignees and/or designees shall have the same rights as the Provider to access the Project in order to install, operate, maintain and remove the Project as the right accorded to the Provider pursuant to the Assigned Agreements.

(d) Notice of Ownership. The Customer will use commercially reasonable efforts to place its successors, assigns and lien holders on notice of the ownership of the Project by the Provider or the Collateral Agent, the existence of the security interest, and the fact that the Project is not part of any Site or a fixture thereof, as necessary and appropriate to avoid confusion or adverse claims.

Commented [A24]: Frank – you need to look at Section 14.2.2 of the PPA to see if you can bring down those reps and warranties.

Commented [A25R24]: I've reviewed that section and all appears to be in order.

Commented [A26]: Frank – correct?

Commented [A27R26]: We have approved all of their designs.

5. **MISCELLANEOUS**

(a) Applicable Law. THIS CONSENT, AND ANY INSTRUMENT OR AGREEMENT REQUIRED HEREUNDER (TO THE EXTENT NOT EXPRESSLY PROVIDED FOR THEREIN), SHALL BE GOVERNED BY, AND CONSTRUED UNDER, THE LAWS OF THE STATE OF CALIFORNIA, APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE AND WITHOUT REFERENCE TO CONFLICTS OF LAWS.

(b) Notices. All notices and other communications hereunder (i) shall be in writing, (ii) shall be effective upon actual receipt thereof by the party or parties to whom such notice is addressed, except that any communication or notice so transmitted by telecopy or electronic mail shall be deemed to have been validly and effectively given on the day (if a business day and, if not, on the next following business day) on which it is transmitted if transmitted during normal business hours of the recipient, and if transmitted after that time, on the next following business day, in each case as evidenced by transmittal confirmation received by the transmitter, (iii) shall be delivered by hand or overnight courier service or mailed by certified or registered mail, sent by facsimile or via electronic mail, and (iv) shall be directed as follows:

If to the Customer: Contra Costa County Public Works Dept.
Capital Projects Management Division
40 Muir Road
Martinez, CA 94553
Attention: Energy Manager
Telephone: (925) 313-2000
Facsimile: (925) 313-2333
Email: [] *[NTD: Email notice?]*

If to the Provider: TOTAL Strong Construction Holdco, LLC
c/o Total Solar International
575 Market Street, Suite 1900
San Francisco, CA 94105
Attention: Ali Mirza
Email: ali.mirza@total.com
Telephone: (415) 259-2510

with a copy to:

TOTAL Strong Construction Holdco, LLC
c/o HA Allstrong LLC
1906 Towne Centre Boulevard, Suite 370
Annapolis, MD 21401
Attention: General Counsel
Email: generalcounsel@hannonarmstrong.com
Facsimile: (410) 571-6199

Commented [A28]: Frank / Warren – do you want to agree to notice by email?

Commented [A29R28]: I'll defer to Warren, but notice to me is best.

Solar Star Co Co 1, LLC
c/o SunPower Capital Services, LLC
8900 Amberglen Blvd., Suite 325
Austin, TX 78729
Attn: Asset Management
Fax: 510-540-0552
Email: assetmanagement@sunpowercorp.com

If to the Collateral Agent: Wilmington Trust, National Association
1100 N. Market Street
Wilmington, DE 19890-1605
Attn: Steve Barone
Tel: 302-636-6973
Email: SBarone@WilmingtonTrust.com

The above parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

(c) Amendment, Waiver. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the Customer, the Provider and the Collateral Agent.

(d) No Waiver; Remedies Cumulative. The waiver of any right, breach or default under this Consent by any party must be made specifically and in writing. No failure or delay on the part of the Collateral Agent in exercising any right, power or privilege hereunder and no course of dealing between the Customer and the Collateral Agent shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other exercise, or the further exercise, of any other right, power or privilege hereunder. No notice to or demand upon any party will entitle such party to any further, subsequent or other notice or demand in similar or any other circumstances. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies that the Collateral Agent would otherwise have.

(e) Counterparts. This Consent may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered, including by e-mail or other electronic transmission, shall be deemed an original, but all of which shall together constitute one and the same instrument.

(f) Headings Descriptive. The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

(g) Severability. In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(h) Successors and Assigns. This Consent shall be binding upon the parties hereto and their permitted successors and assigns and shall inure to the benefit of the parties, their designees and their respective permitted successors and assigns; provided, however, that no party or its respective successor or assign shall assign any of its interest in this Consent except in connection with an assignment of its interests in an Assigned Agreement and then only to the same person(s) or entity(ies) to which its interest in such Assigned Agreement is so assigned.

(i) Survival. All agreements, statements, representations and warranties made by the Customer herein shall be considered to have been relied upon by the Collateral Agent and the Secured Parties and shall survive the execution and delivery of this Consent.

(j) Conflicts. In the event of a conflict between any provision of this Consent and any provision of the Assigned Agreements, the provisions of this Consent shall prevail.

(k) Further Assurances. Each party hereto hereby agrees to execute and deliver all such instruments and take all such action as may be necessary to effectuate fully the purposes of this Consent.

[SIGNATURE PAGES FOLLOW]

Commented [A30]: County is in the process of adopting an electronic signature policy and service provider.

Commented [A31R30]: That is fine – we will just need to coordinate wet signatures for closing.

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by their respective officers as of the date first above written.

Contra Costa County
as the Customer

By: _____
Name:
Title:

Solar Star Co Co 1, LLC
as the Provider

By: TOTAL Strong Construction Holdco,
LLC, its manager

By: _____
Name:
Title:

Wilmington Trust, National Association, not in
its individual capacity but solely as Collateral
Agent for the Secured Parties

By: _____
Name:
Title:

Exhibit A
to Consent

Payment Instructions

Accounts Bank	Wilmington Trust, National Association / M&T Bank
ABA Number	031100092
Account Number	140939-000
Account Name	Total Strong – Revenue AC
Reference	Steve Barone