

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this “Consent”) dated as of _____, 2021 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) ST TOTAL Strong Statutory Trust, as lessor (together, with its successors in such capacity, the “System Lessor”). 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”); and (iv) 595 Center Ave., Martinez, CA 94553 (the “595 Center Project”, and, collectively with the Muir Project, the 50 Douglas Project, and the 597 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”); and (iv) Power Purchase & Storage Services Agreement, dated as of June 18, 2019 in connection with the 595 Center Project (the “595 Center PPA”, and, collectively with the Muir PPA, the 50 Douglas PPA, and the 597 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 Provider will become a lessee under that certain Master Lease Agreement, dated as of April 29, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “System Lease Agreement”), by and among TOTAL Strong SLB Holdco, LLC, as a lessee, each subsidiary of TOTAL Strong SLB Holdco, LLC that becomes a party thereto, including the Provider and the System Lessor, pursuant to which Provider will lease the Project from the System Lessor, and operate, use and maintain the Project on the terms described therein;

WHEREAS, Provider and System Lessor have entered into that certain Project Schedule, dated on or about the date hereof which sets forth the details of the Projects as agreed between Provider and System Lessor (as amended, amended and restated, and modified or supplemented from time to time, the “Project Schedule” and, together with the System Lease Agreement, the “Lease”);

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” and, together with the Lease, the “Lease Documents”) with System Lessor, under which Provider will, as security for the Provider’s

obligations under the System Lease Agreement and the other Lease Documents, grant a first-priority security interest in all of Provider's right, title and interest in the Systems and the Assigned Agreements to System Lessor; and

WHEREAS, it is a condition precedent to the System Lessor's commitment to purchase the Project from Provider and lease it back to Provider that the Customer execute and deliver this Consent.

NOW, THEREFORE, as an inducement to the System Lessor's commitment to purchase the Project from Provider and lease it back to Provider, 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 from Provider to Solar Star Co Co 2, LLC on March 26, 2020 and (y) assignment of the 50 Douglas PPA from Solar Star Co Co 2, LLC to Provider on October 16, 2020, (ii) acknowledges that the System Lessor's commitment to purchase and leaseback the Project will be made in reliance upon the execution and delivery by the Customer of this Consent, (iii) consents in all respects to (x) the Provider's sale of the Project to the System Lessor and the System Lessor's leaseback of the Project to Provider pursuant to the Lease Documents and (y) the pledge and collateral assignment to the System Lessor of all of the Provider's right, title and interest in, to and under the Assigned Agreements pursuant to the Security Agreement, (iv) consents to Provider's direct assignment of all of its right, title and interest in and to the Assigned Agreements to the System Lessor, or any Substitute Owner in accordance with Section 1(b) below, upon (x) the scheduled expiration of the Lease if Provider elects to return the Project to the System Lessor at such time, and (y) the early termination of the Lease if the System Lessor elects to repossess the Project at such time, and (v) acknowledges the right, but not the obligation, of the System Lessor or the System Lessor's designee, in the exercise of the System Lessor's rights and remedies under the System Lease 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 System Lessor 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 System Lessor.

(b) Substitute Owner. The Customer agrees that, if (i) the System Lessor notifies the Customer that an event of default under the Lease Documents has occurred and is continuing and that the System Lessor has exercised its rights (A) to have itself or its designee substituted for the Provider under any Assigned Agreement, (B) to acquire or have its designee or assignee acquire the Provider, or (C) to sell, assign, transfer or otherwise dispose of any Assigned Agreement to a third party, including in a judicial or non-judicial foreclosure sale, or (ii) the System Lessor or the Provider notifies the Customer that the Provider will return the Project to the System Lessor or its designee at the end of the Lease term, then the System Lessor, the System Lessor'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.

(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 System Lessor and affords the System Lessor and the System Lessor’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 System Lessor’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 Lease Documents has occurred and is continuing, the System Lessor 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 System Lessor or the System Lessor’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.

(ii) No such cancellation, suspension or termination of an Assigned Agreement by the Customer shall be binding upon the System Lessor 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 System Lessor. 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 System Lessor.

(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 System Lessor or the System Lessor's respective successor, assignee and/or designee, enter into a new agreement with the System Lessor 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 System Lessor, or the System Lessor's respective successor, assignee and/or designee shall have any liability or obligation under any Assigned Agreement as a result of this Consent, the Security Agreement, or otherwise, nor shall the System Lessor or the System Lessor'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 System Lessor or the System Lessor's respective successor, assignee and/or designee, during any period in which the System Lessor or the System Lessor's respective successor, assignee and/or designee is a Substitute Owner pursuant to Section 1(b), in which case the System Lessor 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 System Lessor, 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 System Lessor may reasonably request in connection with the transactions contemplated by this Consent.

(i) Termination of Prior Consent. Customer acknowledges and agrees that certain Consent and Agreement dated October 16, 2020 by and among Customer, Provider and Wilmington Trust, National Association, as Collateral Agent as described therein, is hereby terminated.

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 System Lessor 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 System Lessor and the Provider 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.

(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 System Lessor under the Security Agreement and other security documents, or (y) the ability of the System Lessor 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 System Lessor’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.

(l) Commercial Operation Date. Customer and Provider agree that the Commercial Operation Date occurred, with respect to the 595 Center Project on _____, 2021, with respect to the Muir Project on _____, 2021, with respect to the 50 Douglas Project on _____, 2021, and with respect to the 597 Center Project on _____, 2021.

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 Project as installed at the Sites.

(c) Access Rights. Customer acknowledges that the System Lessor and the System Lessor'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 System Lessor, 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.

(e) Price. Customer and Provider acknowledge and confirm that the kWh Rate (as defined in each Assigned Agreement) for each Project is \$0.1476 per kWh.

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, , 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

If to the Provider: TOTAL Strong, 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, 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

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 System Lessor: ST TOTAL Strong Solar Statutory Trust
c/o 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 System Lessor.

(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 System Lessor in exercising any right, power or privilege hereunder and no course of dealing between the Customer and the System Lessor 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 System Lessor 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 System Lessor 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]

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: _____
Name:
Title:

By: _____
Name:
Title:

ST TOTAL Strong Solar Statutory Trust, as
lessor
By: Wilmington Trust, National Association,
not in its individual capacity but solely as
Trustee of ST TOTAL Strong Solar Statutory
Trust

By: _____
Name:
Title:

Exhibit A
to Consent

Payment Instructions

Accounts Bank	Wilmington Trust, National Association / M&T Bank
ABA Number	031100092
Account Number	141366-000
Account Name	Total Strong SLB – Revenue AC
Reference	Steve Barone